



# **Contract of Sale of Land**

**Property: 23 Mannagum Drive, Beveridge  
VIC 3753**

**PO Box 1125  
Craigieburn Vic 3064  
Ph: 0488 448 297**

**Email: [info@completehomeconveyancing.com.au](mailto:info@completehomeconveyancing.com.au)  
Website: [www.completehomeconveyancing.com.au](http://www.completehomeconveyancing.com.au)**

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:** Carlo Najib Nona .....

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

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

# Particulars of Sale

## Vendor's estate agent

Name: Stone Real Estate Whittlesea  
Address: 1/75 Church Street, Whittlesea VIC 3757  
Email: jenniterhaar@stonerealestate.com.au  
Tel: 9716 2000 Mob: 0438 130 473 Ref: Jenni Ter Haar

## Vendor

Name: Carlo Najib Nona

## Vendor's legal practitioner or conveyancer

Name: Complete Home Conveyancing  
Address: PO Box 1125, Craigieburn VIC 3064  
Email: info@completehomeconveyancing.com.au  
Mob: 0488 448 297 Ref: LW:2025/1464

## 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 12450 Folio 012	1004	831554U

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: 23 Mannagum Drive, Beveridge VIC 3753

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

All fixed floor coverings, electronic light fittings, window furnishings and anything of a fixed or permanent nature.

## Payment

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

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

**is due on**

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

- the above date; and
- the 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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

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## Special Condition 1 – Vendor Warranties

General condition 6.1 is deleted. The general Conditions have only been amended by way of these Special Conditions and do not differ from 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.

## Special Condition 2 – Deposit

General Condition 14 is replaced by the following:

### 14. PAYMENT

- 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 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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) In accordance with written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking Institution. If the vendor requests that any additional cheque be drawn on an authorised deposit-taking Institution, the vendor must reimburse the purchaser for fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the Intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the Intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.
- 14.10 For the purpose of this general condition 'authorised deposit-taking Institution' means the body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 14.11 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.

## Special Condition 3 – Tax Invoice

General Condition 19.3 is deleted and replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)).
  - (c) 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.

#### **Special Condition 4 – Building and Pest Inspection**

General Conditions 21.2 and 22.2 are amended by replacing the words “14 days” to “7 days”.

#### **Special Condition 5 – Subject to Finance**

**General Condition 20 is deleted and replaced with the following:**

- 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 from the Lender (on the Lender's letterhead) specified in the Contract (not a mortgage broker) or non-approval of the loan, on the vendor on or prior to the approval date or any later date allowed by the vendor. The letter must include the following:
    - (i) Purchaser name;
    - (ii) The loan amount requested;
    - (iii) Date the Purchaser applied for the loan;
    - (iv) Confirmation the Purchaser did everything reasonably required to obtain approval for the loan; and
    - (v) Reason the loan approval was declined.
  - (d) is not in default under any other condition of this contract when the notice is given.

All money must be immediately refunded to the purchaser if the contract is ended and complies with the above.

#### **Special Condition 6 - Loss or Damage Before Settlement**

General Conditions 31.4, 31.5 and 31.6 are deleted.

#### **Special Condition 7 - Whole agreement**

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

#### **Special Condition 8 - Waiver of breach**

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

#### **Special Condition 9 - Severability**

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

#### **Special Condition 10 - Disclosure**

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

#### **Special Condition 11 - Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- a. In its present condition and state of repair;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

#### **Special Condition 12 - Auction clause**

If the property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

#### **Special Condition 13 – Priority of Conditions**

To the extent there is any inconsistency between the Special Conditions and General Conditions then the Special Conditions prevail over the General Conditions.

#### **Special Condition 14 – Loss and Damages**

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under

the Contract pay to the Vendor the following sums:

1. The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
2. Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
3. Accommodation expenses necessarily incurred by the Vendor;
4. Storage cost of the Vendor's furniture and other possessions;
5. Legal costs and expenses as between solicitor and client;
6. Penalties payable by the Vendor through any delay in completion of the Vendors purchase of another property;

#### **Special Condition 15**

The purchaser buys subject to the provisions of any operative Planning Scheme and any restrictions imposed thereunder. The Purchaser buys subject to any easements covenants and encumbrances which may encumber the Property despite not being registered upon the Certificate of Title in the Particulars of Sale.

#### **Special Condition 16**

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

#### **Special Condition 17**

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

#### **Special Condition 18**

The Purchaser agrees not to seek any contribution from the Vendor for the cost of connection any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.

#### **Special Condition 19**

If the settlement does not take place on the date specified in the Contract and needs to be rescheduled, the Purchaser will incur additional costs of \$220 Incl GST (for each rescheduled date) which will be payable by the Purchaser to the Vendor's representative in payment of additional costs associated with rescheduling the settlement.

#### **Special Condition 20 – Chattels**

The Purchaser acknowledges that any chattels sold with the property or in any way included in this transaction are those listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliances as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition.

#### **Special Condition 21 – Condition of the Walls**

If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

The Purchaser acknowledges the provisions of GC 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

#### **Special Condition 22 – No Land Tax Adjustment**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

#### **Special Condition 23 – Windfall Gains Tax (WGT)**

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

- 23.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and
- 23.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under *the Planning and Environment Act, 1987*, occurring on or after 1<sup>st</sup> of July 2023.

- 23.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.
- 23.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its

absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

- 23.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1<sup>st</sup> of January each year.
- 23.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.
- 23.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

#### **Special Condition 24 – Statement of Adjustments**

The Purchaser must provide Statement of Adjustments 7 days prior to settlement. If adjustments are not provided 7 days prior to settlement together with all certificates used to calculate the adjustments an additional fee of \$165 incl GST will be payable by the Purchaser via the Statement of Adjustments for additional conveyancing costs incurred relating to urgent Statement of Adjustment review.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## SCHEDULE 1

### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the Auction refuses to sign the Contract of Sale following the Auction.
8. If a reserve price has been set for the property and the property is passed in below the reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**Guarantee for Corporate Purchaser**

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In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors' execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

**SIGNED** by \_\_\_\_\_ )  
the guarantors in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**DATED**     /     /

# 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.

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## 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*.
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## 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.

---

---

**GST RESIDENTIAL WITHHOLDING NOTIFICATION**

Pursuant to Section 14-255 of the Taxation Administration Act in relation to the sale of  
the property.

---

To:           The Purchaser  
Property:     23 Mannagum Drive, Beveridge VIC 3753  
Vendor:      Carlo Najib Nona

---

The Purchaser **is not** required to make a payment under section 14-250 of the  
Act in relation to the sale of property.

DATED 7 October 2025

*Lee Warren*

---

**Complete Home Conveyancing**  
Conveyancers for the Vendor

---

# Vendor Statement


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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	23 MANNAGUM DRIVE, BEVERIDGE VIC 3753
-------------	---------------------------------------

Vendor's name	Carlo Najib Nona	Date
Vendor's signature		07/10/2025

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

# 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$6,000.00

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

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

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

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 102.2
(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:

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Are as follows

None to the best of the Vendor's knowledge.

### 4.2 Agricultural Chemicals

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

NIL
-----

### 4.3 Compulsory Acquisition

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

NIL
-----

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 12450 FOLIO 012

Security no : 124128750864M  
Produced 07/10/2025 03:28 PM

### LAND DESCRIPTION

Lot 1004 on Plan of Subdivision 831554U.  
PARENT TITLE Volume 12367 Folio 879  
Created by instrument PS831554U 23/01/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
CARLO NAJIB NONA of 11 BISHAM STREET MICKLEHAM VIC 3064  
AW523566S 06/02/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY215800N 17/07/2024  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS831554U 23/01/2023  
Expiry Date 01/08/2027

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  
AU073540K 23/02/2021

### DIAGRAM LOCATION

SEE PS831554U FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 23 MANNAGUM DRIVE BEVERIDGE VIC 3753

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 17/07/2024

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS831554U</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>07/10/2025 15:28</b>

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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 1</b>	<b>PS 831554U</b>
----------------------------	------------------	-------------------

**Location of Land**

**Parish:** MERRIANG  
**Township:** BEVERIDGE  
**Section:** -----  
**Crown Allotment:** 6(PT), 7(PT), 8(PT), 25(PT), 26(PT) & 27(PT)  
**Crown Portion:** -----  
**Title Reference:** VOL. 12367 FOL.879

**Last Plan Reference:** LOT G PS831550D

**Postal Address:** MANNAGUM DRIVE  
 (at time of subdivision) BEVERIDGE 3753

**MGA Co-ordinates:** E 319 960 Zone: 55  
 (of approx. centre of land N 5 849 950 GDA 2020  
 in plan)

Council Name: Mitchell Shire Council

Council Reference Number: PLS061/20  
 Planning Permit Reference: PLP033/19  
 SPEAR Reference Number: S160441H

**Certification**

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: 29/09/2022

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made

Digitally signed by: Benjamin Micallef for Mitchell Shire Council on 08/12/2022

**Statement of Compliance** issued: 17/01/2023

**Vesting of Roads and/or Reserves**

Identifier	Council/Body/Person
ROAD R1	MITCHELL SHIRE COUNCIL

**Notations**

TOTAL AREA OF LAND TO BE SUBDIVIDED = 4.350ha

**CREATION OF RESTRICTION**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED:

**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:** ALL THE LOTS EXCEPT LOT L IN THIS PLAN  
**BENEFITED LAND:** ALL THE LOTS EXCEPT LOT L IN THIS PLAN

**RESTRICTION:**  
 THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AA8009 EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY

EXPIRY DATE: 01/AUG/2027

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

**Notations**

**Depth Limitation:** DOES NOT APPLY

**Survey:** This plan is based on survey

**Staging:** This is not a staged plan of subdivision

**Planning Permit No.** PLP033/19

**This survey has been connected to permanent mark(s):** 15, 23, 31, 86, 87, 94 & 104

**In Proclaimed Survey Area No.** 74

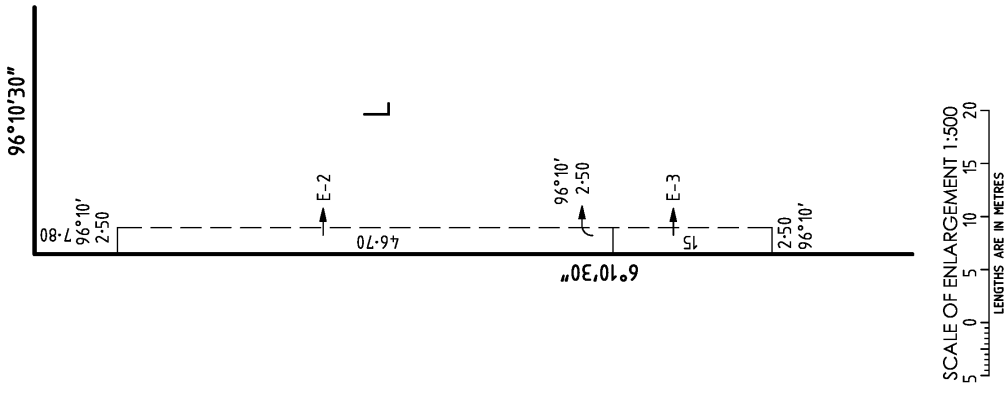
**Easement Information**

**Legend:** E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement

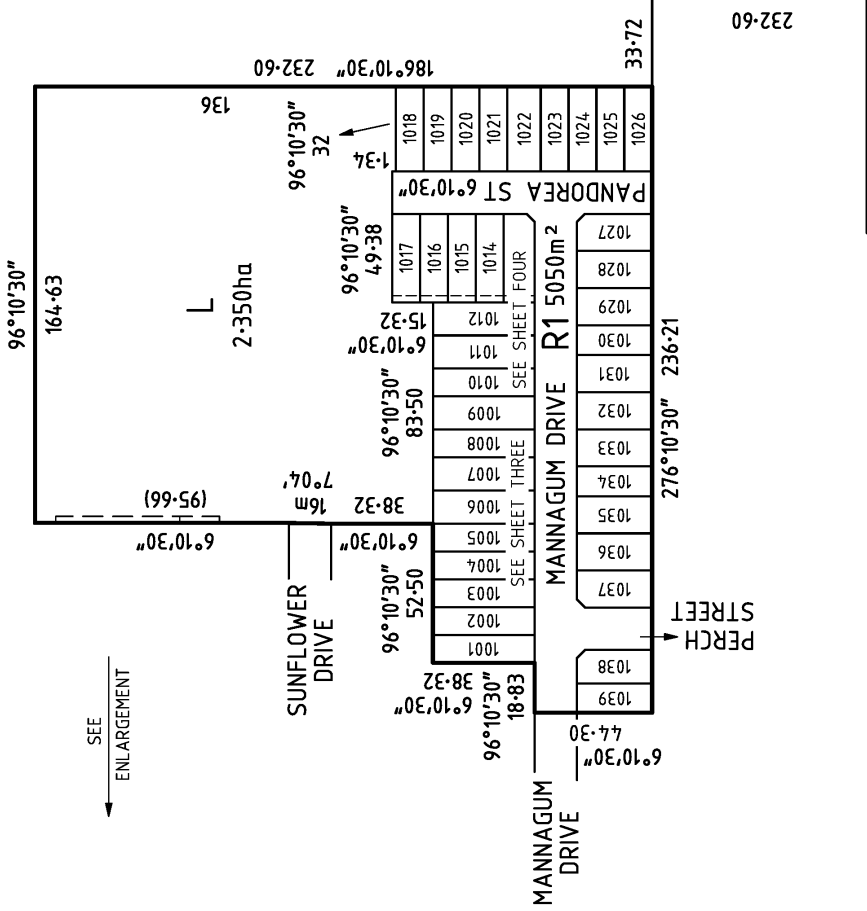
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
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E-2	SEWERAGE	2.50	PS831550D	YARRA VALLEY WATER CORPORATION
E-3	SEWERAGE	2.50	PS831549M	YARRA VALLEY WATER CORPORATION

<p>Ooranya Estate, Stage 10, 40 lots</p> <p><b>Tomkinson</b>  <small>SURVEY &gt; ENGINEERING &gt; PLANNING &gt; PROJECT MANAGEMENT</small></p> <p><small>12/99-101 WESTERN AVENUE, WESTMEADOWS PH 03 8746 9988          ABN 11 103 336 358 WWW.TOMKINSON.COM</small></p>	<p>SURVEYOR'S FILE REF: S1488.10 VERSION 06                  PLOTTED 27-06-2022 P.J.L.</p> <p>Digitally signed by: Christopher Scott Franks, Licensed Surveyor,                  Surveyor's Plan Version (6),                  21/11/2022, SPEAR Ref: S160441H</p>	<p>ORIGINAL SHEET                  SIZE: A3</p>	<p>Sheet 1 of 4 Sheets</p>	<p>PLAN REGISTERED                  TIME: 12:23 PM DATE: 23/01/2023                  YL                  Assistant Registrar of Titles</p>
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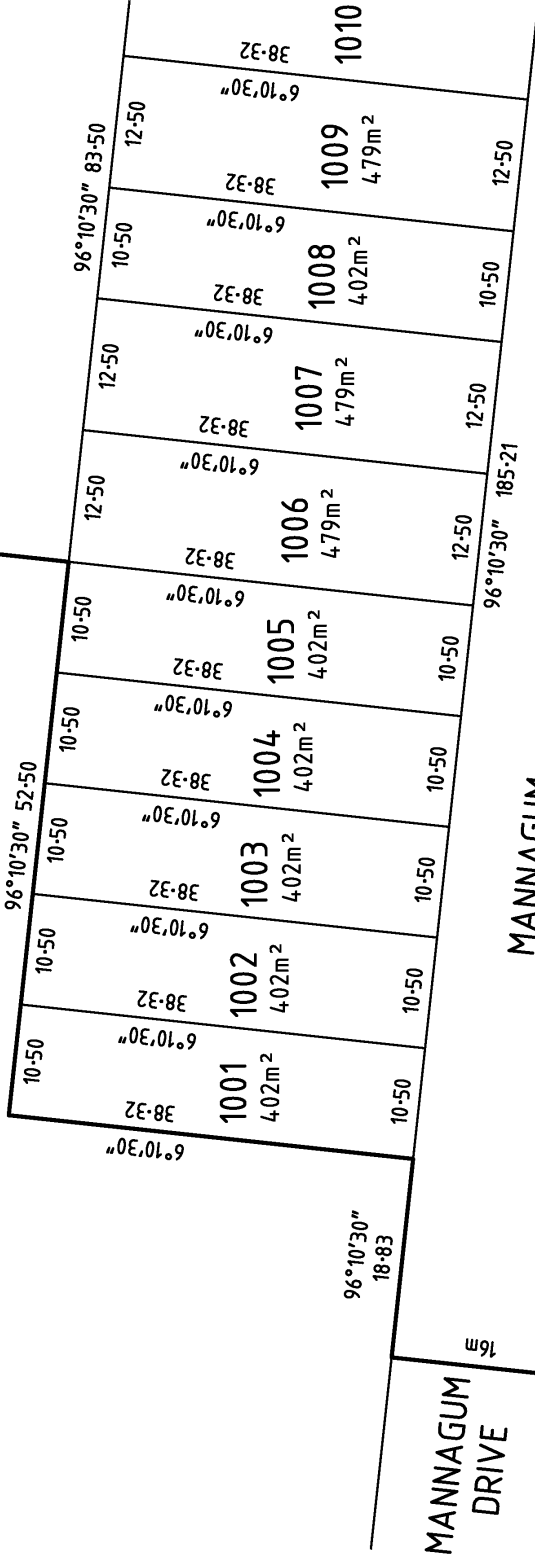
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SEE SHEET TWO

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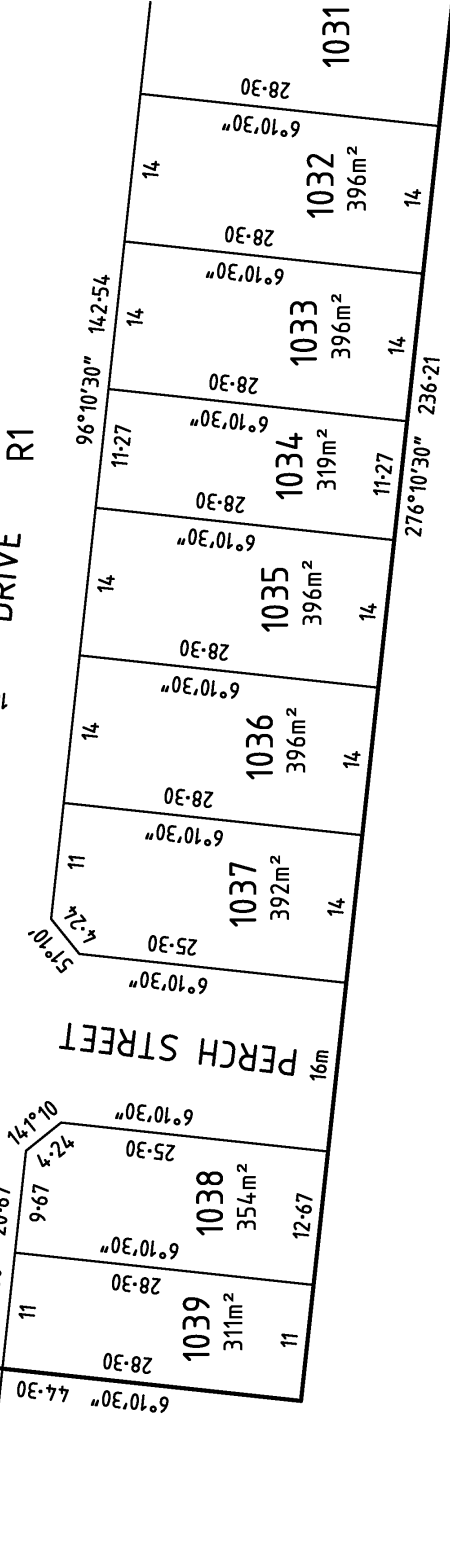


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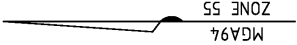
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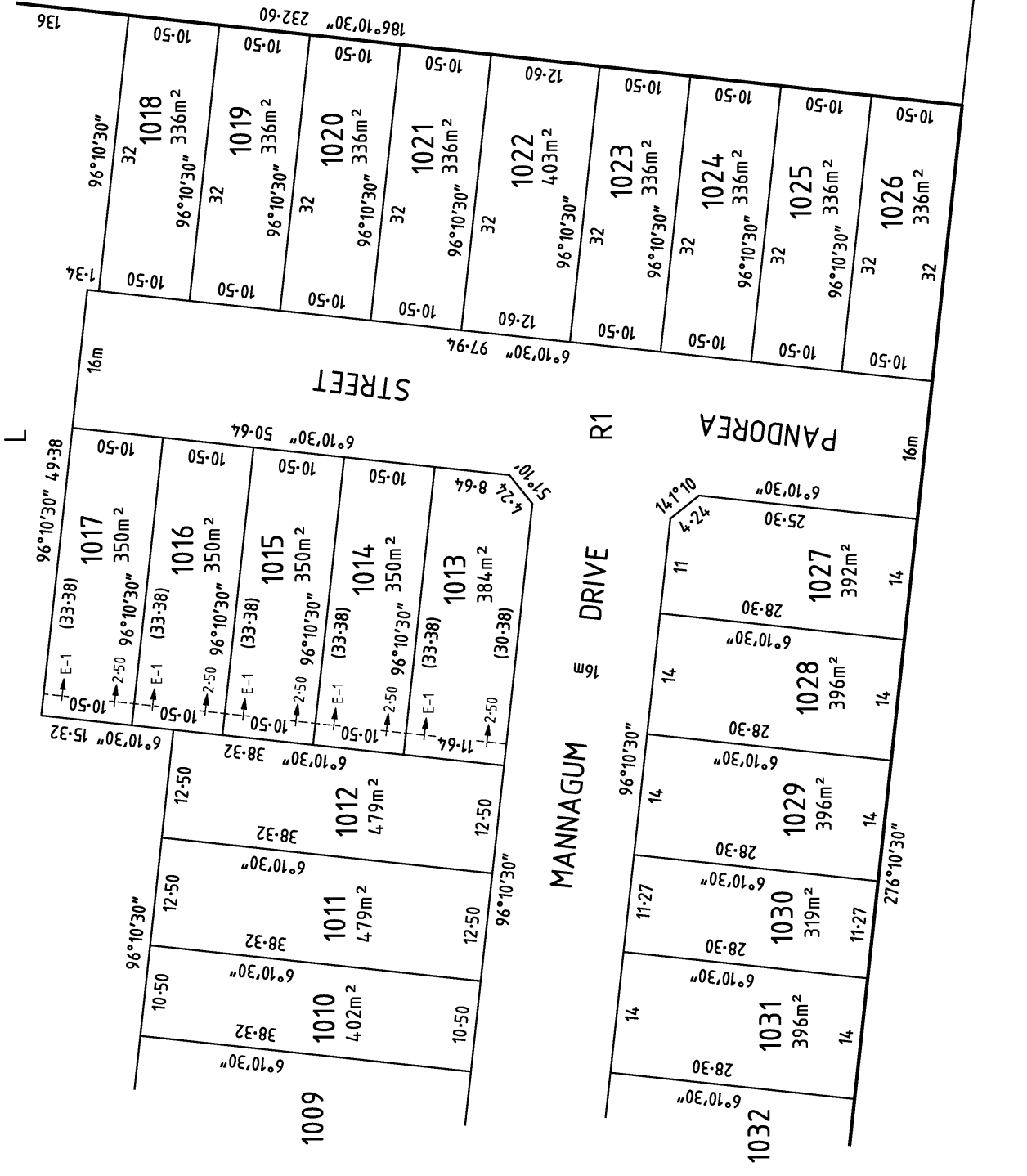
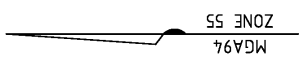
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SEE SHEET THREE



SCALE	1:500	5	10	15	20
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Digitally signed by: Christopher Scott Franks, Licensed Surveyor, Surveyor's Plan Version (6), 21/11/2022, SPEAR Ref: S1600441H			Digitally signed by: Mitchell Shire Council, 08/12/2022, SPEAR Ref: S1600441H		

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**AA8009**

**Memorandum of common provisions  
Section 91A Transfer of Land Act 1958**

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Phone:	03 9811 9200
Address:	Level 1, 20 Council Street, Hawthorn East 3123
Reference:	OOR Stage 10 MCP
Customer code:	20331L

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

**Provisions:**

1. This Memorandum of Common Provisions ("MCP") applies to all allotments on Plan of Subdivision 831554U save and except Lot L (also known as Ooranya Estate Beveridge) approved under Mitchell Shire Planning Permit No. PLP033/19.
2. **Use of Land**  
An allotment of land on this estate, unless otherwise specified, shall be used for a single private dwelling and cannot be further subdivided.
3. **Building Envelopes and Setbacks**
  - (a) A building must be set back a minimum of 4 metres from the front street boundary. The front boundary is nominated as the boundary with the shorter length.
  - (b) A porch, portico or verandah under the height of 3.6 metres, may encroach into the front setback by a maximum of 1.5 metres.
  - (c) On allotments with more than one street frontage (corner allotment), dwellings must be setback a minimum of 2 metres from the side street frontage.
  - (d) On allotments adjacent to open space reserves, dwellings are to be setback a minimum of 1 metre from the reserve boundary.
  - (e) The front wall of a garage must be set back a minimum of 5.5 metres from the front boundary.
  - (f) A single storey dwelling must be offset a minimum of 1 metre from at least one side boundary unless the dwelling is designed to span boundary to boundary (refer item 3 (i) below).
  - (g) A single or double storey dwelling must be setback from the side and rear boundary in accordance with Part 4 of the Building Regulations.
  - (h) A garage or dwelling may be built to one side boundary only unless the dwelling is designed to span boundary to boundary (refer Item 3 (i) below). Walls constructed on boundaries must be in accordance with Part 4 of the Building Regulations.
  - (i) No dwelling can be built on a property, boundary to boundary, if that property has a rear easement containing Authority and/or Council assets, such as sewer reticulations or stormwater drainage. In these cases, set backs must be adhered to including a 1.5 minimum set back from at least one side boundary.
4. **Vehicle Accommodation**
  - (a) Garages must not protrude past the front wall of the house and must be setback from the front boundary by a minimum of 5.5 metres.

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1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 5

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

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## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

- (b) Garage must be set back a minimum of 500mm from the main building alignment.
- (c) Garage doors facing a street frontage must be panel style and colour coordinated with the dwelling.
- (d) Roller Garage doors are not permitted where they are visible from a street or reserve.
- (e) Carports are not permitted where they are visible from a street or a reserve.
- (f) For single storey dwellings a garage door opening or total width of multiple garage door openings is not to exceed 60% of the width of the allotment.
- (g) Double garage's are permitted on lots 10.5 metre wide where boundary to boundary construction (refer item 3 (i) above) is being used when lots are above 300 m2 as per Rescode.

#### 5. Entry Statements

- (a) An entry structure/feature such as a portico, porch or balcony is required to clearly identify the main entry to the house.
- (b) A minimum floor area of 2 square metres is required for a porch/portico or balcony.
- (c) Entries are required to be visible from the street frontage.

#### 6. Roof

- (a) Building must include roof designs that is integrated with the whole building design.
- (b) Roofs must be constructed from Terracotta, slate or concrete tiles.
- (c) Colorbond roofing is permitted. Other non-reflective roof material is permitted including Zinalume.
- (d) Roof colours are to be of neutral tones.
- (e) Eaves are encouraged but not mandatory for standard allotments.
- (f) For single storey dwellings flat roofs will be assessed on their architectural merit.

#### 7. Street Appearance

- (a) Where a garage faces the front (shortest) boundary, the dwelling must include an entry (door) structure/feature.
- (b) External roller shutters and security screens are not permitted where visible from a street or reserve.
- (c) Lightweight infill materials are not permitted above windows and doors where they are visible to the street or reserve. This includes, but not limited to: F.C. Cement Sheeting, Hardiflex Cladding or similar.
- (d) The external colour scheme of your home should complement the surrounding dwellings within the Estate. They should be neutral tones that blend with the surrounding environment. Vibrant colours should not dominate the facades, but may be used as small feature areas.
- (e) Unpainted metalwork is not permitted.
- (f) Downpipes, Gutters and Fascia should be colour coordinated with the remainder of the facade.

#### 8. Corner and Reserve Facing Allotments

- (a) Dwellings located on corners and reserves are required to address both the main street frontage and the corner/reserve.
- (b) As a minimum standard the elevation facing either a side street or reserve is required to have feature window(s), matching the style of the window(s) on the main facade. The window(s) are required to be within the first 2 metres of the side facade.
- (c) First floor windows visible to a reserve should match the style of the facade.
- (d) Materials used on the main street facade are required to continue a minimum of 2 metres to the side street/reserve elevation.

#### 9. Fencing

- (a) Side and rear boundary fencing must be a maximum of 1.8 metres high from ground level.
- (b) Side and rear boundary fencing to comprise timber paling fence with 5mm overlap, top capping and 2,400mm wide intervals of square pine post with pointed cap.
- (c) Side boundary fencing must be setback a minimum of 1 metre behind the front facade of the dwelling and tapered to meet the front fencing height which must finish behind the building line.
- (d) Fencing to side streets (corners) and reserves must finish a minimum of 4 metres behind the main building alignment. Fencing forward of 4 metres behind the main building alignment must be a maximum of 1 metre.
- (e) Fencing to side streets and reserves to be a maximum 1 metre high from front boundary to 4 metres behind the building alignment exposing the feature windows required for passive surveillance.

**Memorandum of common provisions****Section 91A Transfer of Land Act 1958**

- (f) Front fencing (along the front boundary) is permitted to a maximum height of 1.2 metres. Fencing along the street boundary should be constructed using timber posts, brick / masonry piers together with timber, steel or aluminium inserts.
- (g) A minimum of 30% transparency is required for fencing along the front boundary. Front fencing should be designed and constructed in colours that complement the dwelling.

**10. Landscaping Design**

- (a) Landscaping plays an integral part in assisting to soften built form of the streetscape. It is also a useful element in providing privacy screening and shade during summer.
- (b) A maximum of 60% of your front garden is to comprise of hard surfaces.
- (c) A minimum of 40% of your front garden must be landscaped with permeable surfaces such as: shrubs, lawn, plants, ground coverings, trees, mulch.
- (d) Careful landscape and plant selection should minimise the need for garden watering. Where appropriate the use of drought tolerant plants should be used.
- (e) At least one advanced canopy tree is to be planted within the front yard space and is to be a minimum height of 1.5m when planted, with an overall minimum height of 4m at maturity.
- (f) A letterbox with a house number clearly displayed is to be provided. Letterboxes should be built to replicate the colour, material and style of the dwelling.
- (g) It is the responsibility of the allotment owner to establish and maintain grass planting on nature strips. Gravel and/or astroturf (or similar) is prohibited in nature strips and front yards. Garden areas that are in public view must be fully landscaped within 6 months of the completion of the construction of the dwelling (issue of Certificate of Occupancy). They are to be maintained to an appropriate level to satisfy Council.

**11. Driveways**

- (a) Driveways must be constructed of coloured concrete, plain concrete or exposed aggregate.
- (b) Only one driveway is permitted per dwelling.
- (c) The relocation of crossovers is not encouraged within the estate. Should relocation be required, approval is to be obtained through the relevant authorities, at the expense of the purchaser. All relocations are to be in accordance with Council requirements.
- (e) Driveways are to be no more than 3 metres wide where the driveway meets the existing crossover.
- (f) Driveways are to be no wider than the width of the garage to ensure room for landscaping.

**12. Outbuildings/Sheds**

- (a) Sheds and outbuildings must not be visible from the streets or reserves.
- (b) Sheds must not exceed 10 square metres in total area.
- (c) Sheds and outbuildings are not to exceed 3.6 metres at the ridgeline and must have a wall height no greater than 2.4 metres.
- (d) Sheds may be constructed of colorbond colour coordinated with the dwelling.
- (e) Galvanized metal is not permitted.

**13. Ancillary Items**

- (a) External hot water services, ducted heating units, clotheslines and utility metres are not to be visible from streets or reserves.
- (b) Rainwater tanks are not allowed on the property (Refer item 17 Recycled Water Requirements).
- (c) Any roof mounted satellite dishes and TV aerials are to be located to the rear of the house and be as low as possible on the roof. Note: These may not be required depending upon what telecommunication services the home is connected to i.e Foxtel and Digital TV.
- (d) Boats, caravans, trailers, commercial vehicles or other recreational vehicles are not permitted to be parked on your property unless they are screened from public view. Storage of these vehicles may occur where there is a provision of a rear door to your garage for drive through storage.
- (e) Meter boxes must be painted to match the surrounding wall colour.
- (f) Solar Hot Water and Solar Electricity panels should not be visible from adjacent streets or reserves.
- (g) Evaporative Cooling Units and Air Conditioners must not be visible from the adjacent streets or reserves and be installed below the adjacent ridgeline.
- (h) Refuse bins must not be stored where visible from the street.

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

**14. Construction Timeline Requirements**

- (a) From Date of Settlement: Commence Construction (12 months). TCG Lewis Pty Ltd reserves the right to repurchase the allotment if construction has not commenced within 12 months of settlement.
- (b) From Date of Settlement: Completion of Construction (24 months).
- (c) From Issue of Certificate of Occupancy: Completion of Landscaping (3 months)
- (d) From Issue of Certificate of Occupancy: Installation of Window Coverings (3 months). Window covering may include curtains, blinds and non-reflective tinted films. Please note that temporary window coverings will not be accepted.

**15. Construction Requirements**

You must inform your builder of the following requirements during the construction period of your home. It is your responsibility to rectify any damage to public infrastructure outside your allotment that is associated with the construction of your house. This includes street trees, cross over and footpath. The repairs must be carried out to Council and TCG Lewis Pty Ltd satisfaction.

**15.1 Lot Maintenance**

Prior to, during and after construction commencing, your allotment must be kept clear of excessive weeds and rubbish and maintained to an acceptable standard.  
If you do not intend to build within 3 months after settlement, it is encouraged that the lot be sown with grass seeding.

**15.2 Deliveries & Storage**

All building materials, temporary toilets and building equipment must be stored within your property at all times.  
The public must be protected when moving equipment and materials in and out of the construction area.  
Please note:  
Your builder and their subcontractors must not park their vehicles or store building materials or equipment on the adjoining allotments, public areas and nature strip.

**15.3 Rubbish**

You are responsible for rubbish removal and for keeping the site and adjoining street clean at all times during the construction of your house.  
A covered rubbish collection bin is to be provided during the construction period and kept within your property boundaries.

**15.4 Erosion Control**

Batters and slopes within lots must be stabilised and protected to prevent erosion at all times.

**15.5 Site Security & Safety**

During construction of your new house the building site must be made secure and safe.  
A temporary fence must be erected around your lot while the house is being constructed.  
Any siltation fences or other devices to prevent sediment and mud run-off, soil erosion must be provided and located within allotment.

**15.6 Signage**

Safety signs identifying the lot, with the name, postal address and contact details of the responsible person for the site are required on allotments during construction to a minimum size of 0.4m wide and 0.6m high.

**16. Sustainability and Comfort**

TCG Lewis Pty Ltd supports and encourages all efforts made to reduce a household impact on the environment, particularly by limiting the overall energy and water consumption for the household. Whilst all the homes must achieve a minimum energy rating requirement, other methods may assist further increasing the energy efficiency of your home.  
More specifically, Environmentally Sustainable Design (E.S.D.) focuses on protecting and conserving the local environment by 'designing in' and constructing to minimize the ongoing impact running a home has on the environment.

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

Consideration of the following principals of E.S.D. is encouraged:

- Where possible orientate the living area to the north.
- Review overall size of the home (compact housing forms are more energy efficient).
- Design to take advantage of passive solar heating and cooling by; Maximise north facing walls and glazing  
Provide reasonable shading of north facing windows  
Minimise east and west (in particular) orientated glazing
- Incorporate eaves
- Orientate your home to catch prevailing breezes and take advantage of cross ventilation (including internal doors)
- Consider landscaping to provide shade

**17. Recycled Water Requirements**

TCG Lewis Pty Ltd will provide infrastructure to enable supply of recycled water by Yarra Valley Water Limited. It is a requirement that all dwellings in the estate connect to recycled water infrastructure and provide dual plumbing in accordance with Recycled Water Plumbing Code 2005 (Plumbing Industry Commission) and W.A.S.A. Dual Water Supply Supplement to the satisfaction of the Plumbing Industry Commission, including requirements for inspections.

**18. Right to vary or Exclude Requirements**

TCG Lewis Pty Ltd reserves the right at its discretion to vary or exclude minor requirements under these guidelines from time to time, subject to Council's approval, provided they consider any variation to be keeping with the aims of establishing a well-designed estate encouraging an attractive built form.

Note: Minor requirements exclude: Fencing, landscaping, building setbacks, garage designs and facade articulation.

The parameters set out in the Design Guidelines for these items must be adhered to.

**19. Small Lot Housing Code**

Lots that provide a single dwelling and have an area less than 300 square metres are also subject to the requirements of the Small Lot Housing Code (SLHC). In the event of any clash between the SLHC requirements and the provisions in the MCP, the SLHC shall take preference.

**20. Other Approvals**

The requirements detailed in this document are in addition to, and not in lieu of any other legal requirements. The provisions of the MCP do not exempt the plans from any building or statutory regulations, nor infer compliance with the building regulations or other applicable statutory legislation. Separate approval must be obtained from the relevant authorities. It is the responsibility of the owner to ensure any other approvals, authorisation permits or other requirements are obtained and satisfied.



# Department of Environment, Land, Water & Planning

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### Lodger Details

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Name	MADDOCKS
Address	
Lodger Box	
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Email	
Reference	TGM:8323217 - s173 f

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## APPLICATION TO RECORD AN INSTRUMENT

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Jurisdiction	VICTORIA
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### Estate and/or Interest

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### Land Title Reference

267/330  
489/649  
1031/051  
10112/671  
10112/672  
10215/725  
10215/726  
10369/869  
10369/870  
11933/465

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### Instrument and/or legislation

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

---

### Applicant(s)



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

---

### Additional Details

Refer Image Instrument

---

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

---

### Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	DAVID LITWIN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 FEBRUARY 2021

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### File Notes:

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## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date 4 / 2 / 21

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

Subject Land: Ooranya Estate, Beveridge Central

Purpose of Agreement: Works In Kind Agreement for Infrastructure Projects and identification of Milestones for Inner Public Purpose Land

Mitchell Shire Council

and

The Owners listed in Schedule 3



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

Dated 4 / 2 / 21

### Parties

Name	<b>Mitchell Shire Council</b>
Address	Municipal Offices, 113 High Street, Broadford
Short name	<b>Council</b>
Name	<b>The Owners listed in Schedule 3</b>
Address	1 / 20 Council Street, Hawthorn East, 3123
Short name	<b>collectively the Owner</b>

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority because an agreement under section 173 of the Act must include the responsible authority but primarily enters into this Agreement in its capacity as both the Collecting Agency and the Development Agency to make provision for the matters generally described in clause 3.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Infrastructure Contributions Plan applies to the Subject Land. It specifies the monetary and land contributions required to be made to provide infrastructure necessary as a result of development of the area for urban purposes.
- 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. Pursuant to section 46GV(6) Council in its capacity and the Owner have agreed on milestones for the provision of the Inner Public Purpose Land to Council.
- G. The Owner has asked Council for permission to provide each Infrastructure Project.
- H. 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.
- 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.



The Parties agree:

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1. **Definitions**

In this Agreement unless the context admits otherwise:

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

**Agreed Infrastructure Project Value** means the amount specified in Schedule 9, Schedule 10 or, Schedule 11 as the case may be.

**Agreed Land Credit Amount** means the Agreed Land Credit Amount set out in Schedule 8. 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.

**Agreed Land Equalisation Amount** means the Agreed Land Equalisation Amount set out in Schedule 8. 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.

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

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

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

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

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

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

**Community Infrastructure Project** means a project identified in Schedule 10.

**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, a 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, mitchell@mitchellshire.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.

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

**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.

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

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

**Indexation** means an annual adjustment to an amount, applied as of 1<sup>st</sup> of July each year, using:

- (a) the indexation method set out in the Ministerial Direction; or
- (b) CPI,

as specified.

**Infrastructure Contribution means:**

- (a) the Land Equalisation Amount (if any);
- (b) the Monetary Component; and
- (c) any Supplementary Levy as defined in the ICP or the Act.

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



**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.

**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.

**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 7.

**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 Contribution Plan.

**Maintenance Period** means the period specified in Schedule 5 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.

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

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

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

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

**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 4, as amended from time to time.

**Planning Scheme** means the Mitchell 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.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 7, Schedule 9, Schedule 10 or Schedule 11 as the case may be.

**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 11.

**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 9.

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## 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;
- 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; and
- 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.



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### 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; and
- 3.1.3 identifying milestones for the provision of Inner Public Purpose Land.

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### 4. Agreement required

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

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### 5. Payment of Infrastructure Contribution

The Parties agree that:

- 5.1.1 subject to this Agreement, the Owner is required to pay the Infrastructure Contribution in cash on a stage by stage basis; but
- 5.1.2 the Owner is not required to pay the Monetary Component of the Infrastructure Contribution in cash on a stage-by-stage basis if there is a Credit available to the Owner; and
- 5.1.3 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 subdivision of the Subject Land as a result of which the obligation to pay the Monetary Component of the Infrastructure Contribution arises or at such other time as is specified in this Agreement; and
- 5.1.4 if within 3 years of the date of this Agreement the ICP is amended to incorporate a higher Supplementary Levy as a component of the Infrastructure Contribution than the Supplementary Levy as at the date of this Agreement, then the Owner must pay the shortfall of the amount representing the difference between the lower and higher Supplementary Levy that would otherwise have been payable if the higher Supplementary Levy had been in place from the date of this Agreement. The timing and method of that amount must be to the satisfaction of Council as the Collecting Agency.

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### 6. Infrastructure Projects as Works in kind

#### 6.1 Provision of Transport Infrastructure Project

The Owner must provide each Transport Infrastructure Project in accordance with the provisions set out in Schedule 9 and:

- 6.1.1 in accordance with the Approved Plans;



- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.1.3 in accordance with any Construction Program approved by Council; and
- 6.1.4 otherwise to the satisfaction of Council.

## 6.2 Provision of Community Infrastructure Project

The Owner must provide each Community Infrastructure Project in accordance with the provisions set out in Schedule 10 and:

- 6.2.1 in accordance with the Approved Plans;
- 6.2.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.2.3 in accordance with any Construction Program approved by Council; and
- 6.2.4 otherwise to the satisfaction of Council.

## 6.3 Provision of Recreation Infrastructure Project

The Owner must provide each Recreation Infrastructure Project in accordance with the provisions set out in Schedule 11 and:

- 6.3.1 in accordance with the Approved Plans;
- 6.3.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.3.3 in accordance with any Construction Program approved by Council; and
- 6.3.4 otherwise to the satisfaction of Council.

## 6.4 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 agrees in writing, Council may:

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

## 6.5 Obligation to complete Infrastructure Projects once commenced

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



## 6.6 Agreed Infrastructure Project Value

The Parties agree that:

- 6.6.1 the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation up to the Provision Trigger for that Infrastructure Project; and
- 6.6.2 where only part of a Transport Infrastructure Project is provided and, with the express written agreement of Council in its capacity as Collecting Agency, Council allows the Owner to construct a greater length of the transport infrastructure which comprises the Transport Infrastructure Project, the Owner will be entitled to a higher Agreed Infrastructure Project Value calculated as determined by Council based on a pro rata basis taking into account the additional length of the Transport Infrastructure Project which is provided.

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## 7. Design of Infrastructure Projects

The Owner agrees that:

- 7.1.1 the Owner must in accordance with any other provision of this Agreement, at its cost, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval in accordance with clause 7.2;
- 7.1.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 7.2;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Project; and
- 7.1.4 prior to awarding any contract for an Infrastructure Project, the Owner must submit to Council for approval:
  - (a) a copy of the terms and conditions of the proposed contract; and
  - (b) a copy of the proposed Construction Program.

### 7.2 Approval of Designs

- 7.2.1 The Owner must:
  - (a) upon finalisation of the concept design for each Infrastructure Project; and
  - (b) upon finalisation of the detailed design for each Infrastructure Project, prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project.
- 7.2.2 The Owner must ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with due care and skill so that, if the works are constructed strictly in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.
- 7.2.3 Within 20 Business Days of submission under clause 7.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner, and if approved those plans will be the Approved Plans.

- 7.2.4 If Council provides any comments on the plans and specifications under clause 7.2.3, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.
- 7.2.5 The process set out in clause 7.2.3 and clause 7.2.4 will apply until such time as the plans and specifications are approved by Council.

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## 8. Construction of Infrastructure Projects

The Owner agrees that in providing the Infrastructure Projects:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the provision of the Infrastructure Project; and
- 8.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

### 8.2 Standard of work

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

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

### 8.3 Completion of an Infrastructure Project

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

### 8.4 Access to other land

- 8.4.1 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 in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
- (a) consent of the owner of land to access such land; and
  - (b) satisfied any condition of such consent.
- 8.4.2 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.



- 8.4.3 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.

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## 9. Certificate of Practical Completion

### 9.1 Certificate of Practical Completion

- 9.1.1 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.
- 9.1.2 In making any determination as to an Infrastructure Project has achieved Practical Completion, Council may seek technical advice from a third party.

### 9.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 9.2.2 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;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project.
- 9.2.5 Council may, notwithstanding 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 can be secured or otherwise guaranteed to its satisfaction.

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**10. Risk**

**10.1 Care of the Infrastructure Project**

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

**10.2 Insurance**

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 upon request.

**10.3 Maintenance Period of Infrastructure Projects**

10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.

10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

10.3.3 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.

**10.4 Bank Guarantee**

The Owner agrees that:

10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee (Maintenance Bond of 5%) in respect of that Infrastructure Project;

10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

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**11. Inner Public Purpose Land**

**11.1 Timing of Provision of Inner Public Purpose Land**

The Parties agree that each parcel of Inner Public Purpose Land set out in Schedule 7 will be provided to Council at or before the Provision Triggers set out in Schedule 7.

## 11.2 Method of Provision of Inner Public Purpose Land

The Owner agree 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 7 to this Agreement.

## 11.3 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, 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 reasonable related to the provision of infrastructure for which the Inner Public Purpose Land is intended.

## 11.4 Environmental Assessment regarding Inner Public Purpose Land

The Owner covenants and agrees that prior to providing the Inner Public Purposes Land to or in Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Inner Public Purposes Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

## 11.5 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 in accordance with Schedule 7 of this Agreement.

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## 12. Credit and processing of credits

### 12.1 Credit

The Parties agree that:

- 12.1.1 Apart from Infrastructure Projects RD-02 and IN-04 as set out in Schedule 7A, the Owner will only be entitled to a Credit for the Agreed Infrastructure Project Value from the date of the issue of a Certificate of Practical Completion in respect that Infrastructure Project;
- 12.1.2 the Owner will not be required to pay the Monetary Component of the Infrastructure Contribution in cash until the Credit to which the Owner is entitled has been exhausted, determined as set out in clause 12.1.3;
- 12.1.3 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) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted; and

- 12.1.4 when the amount of the Infrastructure Contribution payable in relation to a Stage exceeds the amount of the Credit remaining:
- (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the 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 Infrastructure Contribution in cash prior to the issue of a Statement of Compliance.

## 12.2 Exhaustion of Credit

When the amount of the Monetary Component of an Infrastructure Contribution payable in relation to a Stage exceeds the amount of the Credit remaining:

- 12.2.1 the Owner must pay in cash an amount equal to the amount of the Monetary Component of the Infrastructure Contribution payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 12.2.2 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 for each Stage or as otherwise agreed by Council.

## 12.3 Rollover of Credit and Equalisation Payment

The Parties agree that, if the Owner is entitled to a Credit the Parties agree:

- 12.3.1 Council may, apply such Credit towards the Monetary Component of any Infrastructure Contribution for any other parcel of land which is covered by the Infrastructure Contributions Plan and owned by the Owner; and
- 12.3.2 if a Credit is to be applied to any other land parcel under clause 12.3.1, the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement containing substantially the same terms as appropriate as this Agreement, save that the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement containing substantially the same terms as appropriate as this Agreement, save that it:
- (a) applies to the certificate of title of that other land; and
  - (b) reflects the Infrastructure Projects that remain to be completed by the Owner.

## 12.4 Reimbursement Payment

The Parties agree that Council must pay to the Owner the Reimbursement Payment in respect of the Infrastructure Projects set out in Schedule 7A in the manner and by the milestones set out in Schedule 7A. Localised Infrastructure

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## 13. Further obligations of the Parties

### 13.1 Localised Infrastructure

The Parties acknowledge that:



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

**13.2 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.

**13.3 Notice and registration**

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

**13.4 Further actions**

The Owner:

- 13.4.1 must do all things necessary to give effect to this Agreement;
- 13.4.2 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
- 13.4.3 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.

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

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

- 13.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 13.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 13.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

**13.6 Interest for overdue money**

The Owner agrees that:

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

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**14. Agreement under section 173 of the Act**

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

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**15. Owner's warranties**

15.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

15.2 The Owner warrants that:

15.2.1 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

15.2.2 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.

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**16. 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:

16.1.1 give effect to this Agreement; and

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

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**17. General matters**

**17.1 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:

17.1.1 personally on the other Party;

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

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

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

**17.2 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.



**17.3 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.

**17.4 No fettering of Council's powers**

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

**17.5 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.

**17.6 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.

**17.7 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.

**17.8 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.

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**18. GAIC**

18.1 The Owner acknowledges and agrees that apart from the Inner Public Purpose Land specified in Schedule 6, all Inner Public Purpose Land provided to Council must have the Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not, the Owner remains liable to Council for any GAIC liability subsequently incurred by Council as a result of its development.

18.2 The Parties agree that clause 19.1 survives the termination of this Agreement

18.3 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the Inner Public Purpose Land referred to in clause 19.1 from its Inherent GAIC Liability.

---

**19. Foreign resident capital gains withholding**

**19.1 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.

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

**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.

## 19.2 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.

## 19.3 Excluded transaction

19.3.1 Clause 20.5 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.

19.3.2 Without limiting clause 20.3.1, 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.

## 19.4 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 20.5 below) in accordance with the Variation Notice.

## 19.5 Withholding

19.5.1 This clause 20.5 applies if the Owner is taken to be foreign residents under clause 20.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project is an Excluded Transaction under clause 20.3.

- 19.5.2 Subject to clauses 20.5.3 and 20.5.4, 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 20.4,

(the withholding amount).

- 19.5.3 Subject to clause 20.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:
- (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 20.4 -

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.

- 19.5.4 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 20.4,

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.

## 19.6 Council to remit withholding amount

### 19.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 20.5 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.

**19.7 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 20.5.

**19.8 Owner to co-operate**

19.8.1 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
  - (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 20.5;
- (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.

19.8.2 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.

**19.9 Owner's and Developer's warranty**

The Owner warrants that the information provided to Council under this clause 20 is true and correct.

**19.10 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 20.

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**20. GST**

- 20.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 20.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 20.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 21.4 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.
- 20.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 21.3.

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**21. Commencement of Agreement**

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

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**22. Amendment of Agreement**

- 22.1 This Agreement may be amended in accordance with the Act.
- 22.2 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.
- 22.3 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.

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**23. Ending of Agreement**

- 23.1 This Agreement ends:
- 23.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 23.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 23.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land which is not a Residential Lot, or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 23.3 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.
- 23.4 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 23.5 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.
- 23.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



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**Schedule 1      Infrastructure Contributions Plan and  
Precinct Structure Plan**

Beveridge Central Infrastructure Contributions Plan as incorporated in the Planning Scheme from time to time.

Beveridge Central Precinct Structure Plan as incorporated in the Planning Scheme from time to time.

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## Schedule 2 Subject Land

Address	Land (Volume and Folio)	Land Budget Property Number	Total Area (Ha)	Planning Permit Ref.
74 Patterson Street	Vol: 01031 Fol: 051	32	2.2691	PLP033/19
3 Whiteside Street	Vol: 00489 Fol: 649	45	2.4862	PLP033/19
4 Whiteside Street	Vol: 00267 Fol: 330	47	2.1561	PLP033/19
6 Whiteside Street	Vol: 11933 Fol: 465	48	2.1066	PLP033/19
8 Whiteside Street	Vol: 11933 Fol: 465	49	2.0896	PLP033/19
10 Whiteside Street	Vol: 10215 Fol: 726	50	1.9633	PLP033/19
21 Lewis Street	Vol: 10112 Fol: 671	52	3.2070	PLP033/19
15 Lewis Street	Vol: 10112 Fol: 672	53	3.1737	PLP033/19
23 Rankin Street	Vol: 10215 Fol: 725	56	3.8911	PLP033/19
8 Whiteside Street	Vol: 11933 Fol: 465	57	3.8646	PLP033/19
6 Whiteside Street	Vol: 11933 Fol: 465	58	3.8720	PLP033/19
3 Rankin Street	Vol: 10369 Fol: 870	59	3.9468	PLP033/19
1 Rankin Street	Vol: 10369 Fol: 869	60	3.1334	PLP033/19



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### Schedule 3 List of Owners

No.	Address	Lot No.	Permit No.	Title Details	Sole Proprietor on Title	Mortgage & Caveat (if any)
1.	74 Patterson Street	32	PLP033/19	01031/051	TCG Patterson Pty Ltd	- None -
2.	3 Whiteside Street	45	PLP033/19	00489/649	TCG Patterson Pty Ltd	- None -
3.	4 Whiteside Street	47	PLP033/19	00267/330	Ooranya Estate Pty Ltd	AT261040S - RMBL Investments Ltd
4.	6 Whiteside Street	48	PLP033/19	11933/465	TCG Whiteside Pty Ltd	AR562509D - RMBL Investments Ltd
5.	8 Whiteside Street	49	PLP033/19	11933/465	TCG Whiteside Pty Ltd	AR562509D - RMBL Investments Ltd
6.	10 Whiteside Street	50	PLP033/19	10215/726	Ooranya Estate Pty Ltd	AT264953C - RMBL Investments Ltd
7.	21 Lewis Street	52	PLP033/19	10112/671	TCG Lewis Pty Ltd	AR874290R - RMBL Investments Ltd
8.	15 Lewis Street	53	PLP033/19	10112/672	TCG Lewis Pty Ltd	AR585540F - RMBL Investments Ltd
9.	23 Rankin Street	56	PLP033/19	10215/725	23 Rankin Pty Ltd	AS324083J - RMBL Investments Ltd
10.	8 Whiteside Street	57	PLP033/19	11933/465	TCG Whiteside Pty Ltd	AR562509D - RMBL Investments Ltd
11.	6 Whiteside Street	58	PLP033/19	11933/465	TCG Whiteside Pty Ltd	AR562509D - RMBL Investments Ltd
12.	3 Rankin Street	59	PLP033/19	10369/870	TCG Rankin Pty Ltd	AR468268Y - RMBL Investments Ltd
13.	1 Rankin Street	60	PLP033/19	10369/869	TCG Rankin Pty Ltd	AR468268Y - RMBL Investments Ltd



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## Schedule 4 Planning Permit

Planning Permit PLP033/19 issued on 07 April 2020

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## Schedule 5 Maintenance Period

### Maintenance Period

Infrastructure Type	Maintenance Period
Soft Landscaping	As per Planning Permit
Transport Infrastructure Project: RD – 02 (Part) Construction of Patterson Street Between Lithgow Street & Plume Street	12 months (in addition to any maintenance period required by the relevant authority)
Transport Infrastructure Project: RD – 02 (Part) Construction of Patterson Street Between Lithgow Street & Whiteside Street	12 months (in addition to any maintenance period required by the relevant authority)
Transport Infrastructure Project: RD – 06 (Full) Construction of Whiteside Street between Patterson Street & the Eastern boundary of 10 Whiteside Street	12 months (in addition to any maintenance period required by the relevant authority)
Transport Infrastructure Project: IN – 04 (Interim) Construction of Patterson Street & Lithgow Street Intersection Works	12 months (in addition to any maintenance period required by the relevant authority)
Transport Infrastructure Project: IN – 05 (Interim) Construction of Patterson Street & Whiteside Street Intersection Works	12 months (in addition to any maintenance period required by the relevant authority)
Community Infrastructure Project	Not Applicable
Recreation Infrastructure Project: LP – 03 Provision of Local Network Park including both Hard & Soft Landscaping	As per Planning Permit



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## Schedule 6 GAIC

Table referred to in clause 19.1

Project Number/Description in ICP	Description of the Inner Public Purpose Land Space Land and intended public purpose	Size of the area involved
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## Schedule 7 Milestones

Milestones for provision of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	Provision Trigger/time for provision of Inner Public Purpose Land
LP – 03: Local Network Park comprising 1.524 ha.	Concurrently with Stage 1 or before the issue of a Statement of Compliance for Stage 2.

## Schedule 7A Reimbursement Payment

Milestones for payment of Reimbursement Payment an Infrastructure Project

Infrastructure Project	Milestone and Reimbursement payment for agree infrastructure project value
RD - 02 (Part 1) - Patterson Street – Interim construction between Lithgow Street & Plume Street	Council to reimburse the Owner in four payments for the Agreed Infrastructure Value a total amount of \$1,240,006.90 payable at the following milestones: <ol style="list-style-type: none"> <li>1. 30% at the commencement of works;</li> <li>2. 35% at commencement of kerb and channel;</li> <li>3. 30% at the latter of the issue of a Certificate of Practical Completion and the issue of a Statement of Compliance for Stage 4B; and</li> <li>4. 5% at the end of the Maintenance Period, subject to final inspection and release of the Maintenance Period being granted.</li> </ol>
IN – 04 (Part) - Patterson Street & Lithgow Street – Interim Intersection Works – North of Lithgow Street (part of RD-02 (Part 1) works)	



## Schedule 8 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	Agreed Land Credit Amount	Agreed Land Equalisation Amount
Property ID 32 – 74 Patterson Street	0	\$247,861
Property ID 45 – 3 Whiteside Street	0	\$328,421
Property ID 47 – 4 Whiteside Street	0	\$284,818
Property ID 48 – 6 Whiteside Street	0	\$278,287
Property ID 49 – 8 Whiteside Street	0	\$276,029
Property ID 50 – 10 Whiteside Street	0	\$259,356
Property ID 52 – 21 Lewis Street	0	\$423,649
Property ID 53 – 15 Lewis Street	0	\$419,239
Property ID 56 – 23 Rankin Street	0	\$514,015
Property ID 57 – 8 Whiteside Street	\$1,526,188	0
Property ID 58 – 6 Whiteside Street	0	\$137,620
Property ID 59 – 3 Rankin Street	0	\$521,370
Property ID 60 – 1 Rankin Street	\$823,491	0
<b>SUMMARY</b>	<b>\$2,349,679</b>	<b>\$3,690,665</b>

Project Stage Number	Agreed Land Credit Amount	Agreed Land Equalisation Amount
Stage 9A		\$77,939
Stage 4A		\$319,682
Stage 4B		\$249,607
Stage 1		\$426,418
Stage 13		\$104,095
Stage 2		\$127,956
Stage 3		\$382,957
Stage 5	\$1,526,188	\$0
Stage 6		\$313,473
Stage 7		\$444,780
Stage 8		\$72,171
Stage 9B		\$285,468
Stage 10	\$823,491	\$264,200
Stage 11		\$310,435
Stage 12		\$311,491
<b>SUMMARY</b>	<b>\$2,349,679</b>	<b>\$3,690,670</b>

The Agreed Land Credit Amount is to be paid to the Owner on a proportional basis stage by stage with each payment being calculated having regard to the extent of the Subject Land in a given stage as compared to the total area of the Subject Land The payment is to be made by Council within 14 days of the issue of a Statement of Compliance for that stage.



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The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change until they are paid, 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.

LANDATA 07357004



## Schedule 9 Transport Infrastructure Projects

ICP Project No.	Description of the Transport Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY2020)
RD - 02 (Part 1)	Patterson Street – Interim construction between Lithgow Street & Plume Street	At Certificate of Practical Completion	The lessor of \$1,240,006.90 as tendered or Actual construction cost
IN – 04 (Part)	Patterson Street & Lithgow Street – Interim Intersection Works – North of Lithgow Street (part of RD-02 (Part 1) works)	At Certificate of Practical Completion	
RD – 02 (Part 2)	Patterson Street – Interim construction between Lithgow Street & Whiteside Street	Statement of Compliance for Stage 9A	The lessor of \$1,520,826.80 as tendered or Actual construction cost
IN – 04 (Part)	Patterson Street & Lithgow Street – Interim Intersection Works– South of Lithgow Street (part of RD-02 (Part 2) works)	Statement of Compliance for Stage 9A	
IN – 05 (Part)	Patterson Street & Whiteside Street – Interim Intersection Works (part of RD-02 (Part 2) works)	Statement of Compliance for Stage 9A	
RD – 06	Whiteside Street – Full construction between Patterson Street and Eastern boundary of 10 Whiteside Street	Statement of Compliance for Stage 9A	The lessor of \$1,877,077 as tendered or Actual construction cost



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## Schedule 10 Community Infrastructure Projects

### Community Infrastructure Projects

ICP Project No.	Description of the Community Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY)
NA	NA	NA	NA

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## Schedule 11 Recreation Infrastructure Projects

### Recreation Infrastructure Projects

ICP Project No.	Description of the Recreation Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY2021)
NA	NA	NA	NA

1045735707NA



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## Signing Page

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

SIGNED for and on behalf of MITCHELL SHIRE  
 COUNCIL by MIKE MCINTOSH as  
 MANAGER DEVELOPMENT APPROVALS and pursuant  
 to an instrument of delegation dated 30th June 2020  
 which it is certified has not been revoked or varied in the  
 presence of:

  
 Signature of delegate  
MIKE MCINTOSH  
 Name of delegate  
 )  
 )


K Howard  
 Signature of Witness

KATHERINE HOWARD  
 Full name of Witness

Executed as a deed by TCG Construction Services )  
 Pty Ltd ACN 636 758 319 in accordance with s 127(1))  
 and s 127(3) of the Corporations Act 2001: )

.....  
 Signature of Director

Nicholas Corcoris  
 Print full name

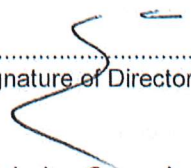
  
 Signature of Director/Company Secretary

Michael Joseph Corcoris  
 Print full name




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Executed as a deed by TCG Patterson Pty Ltd ACN )  
625 736 076 in accordance with s 127(1) and s 127(3) )  
of the Corporations Act 2001: )

  
.....  
Signature of Director

Nicholas Corcoris  
.....  
Print full name


  
.....  
Signature of Director/Company Secretary

Michael Joseph Corcoris  
.....  
Print full name

Executed as a deed by Ooranya Estate Pty Ltd ACN )  
622 294 044 in accordance with s 127(1) and s 127(3) )  
of the Corporations Act 2001: )

  
.....  
Signature of Director

Nicholas Corcoris  
.....  
Print full name

  
.....  
Signature of Director/Company Secretary

Michael Joseph Corcoris  
.....  
Print full name



Maddocks

Executed as a deed by TCG Lewis Pty Ltd ACN 622 )  
216 853 in accordance with s 127(1) and s 127(3) of )  
the Corporations Act 2001: )

.....  
Signature of Director

.....  
Nicholas Corcoris  
Print full name

.....  
Signature of Director/Company Secretary

.....  
Michael Joseph Corcoris  
Print full name

Executed as a deed by 23 Rankin Pty Ltd ACN 623 )  
190 956 in accordance with s 127(1) and s 127(3) of )  
the Corporations Act 2001: )

.....  
Signature of Director

.....  
Nicholas Corcoris  
Print full name

.....  
Signature of Director/Company Secretary

.....  
Michael Joseph Corcoris  
Print full name

Mortgagee's Consent

RMBL Investments Limited ACN 004 493 789 as Mortgagee under instrument of Mortgage numbers AT261040S, AR562509D, AT264953C, AR874290R, AR585540F, AS324083J and AR468268Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-Possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

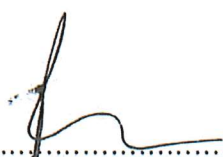
- 1) **Elena Grayson**
- 2) **Alexine Pauline Margaret Courtney**

RMBL Investments Limited by two (2) of its appointed attorneys:



.....  
.....

before me;



.....

Signature of Witness

**Roopa Kumar**

.....  
Name of Witness

Under Power of Attorney dated 28<sup>th</sup> October 2015.  
A certified copy of which is filed in Permanent order  
Book No 277 at page 036 Item 03.

AT261040S AR562509D AT264953C AR874290R AR585540F AS324083J AR468268Y



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Home Conveyancing C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 619665

NO PROPOSALS. As at the 7th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

23 MANNAGUM DRIVE, BEVERIDGE 3753  
SHIRE OF MITCHELL

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 78343063 - 78343063152726 '619665'**

Created at 07 October 2025 03:34 PM

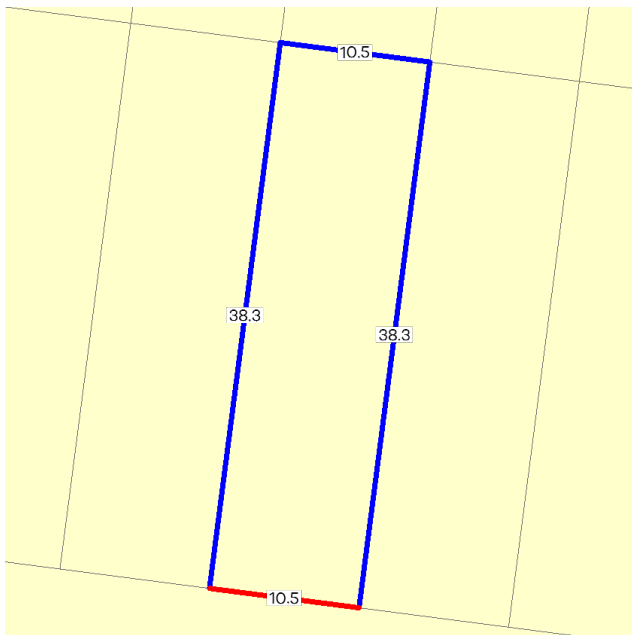
## PROPERTY DETAILS

Address: **23 MANNAGUM DRIVE BEVERIDGE 3753**  
Lot and Plan Number: **Lot 1004 PS831554**  
Standard Parcel Identifier (SPI): **1004\PS831554**  
Local Government Area (Council): **MITCHELL**  
Council Property Number: **129347**  
Directory Reference: **Melway 687 G1**

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

## SITE DIMENSIONS

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



**Area:** 402 sq. m

**Perimeter:** 98 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

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

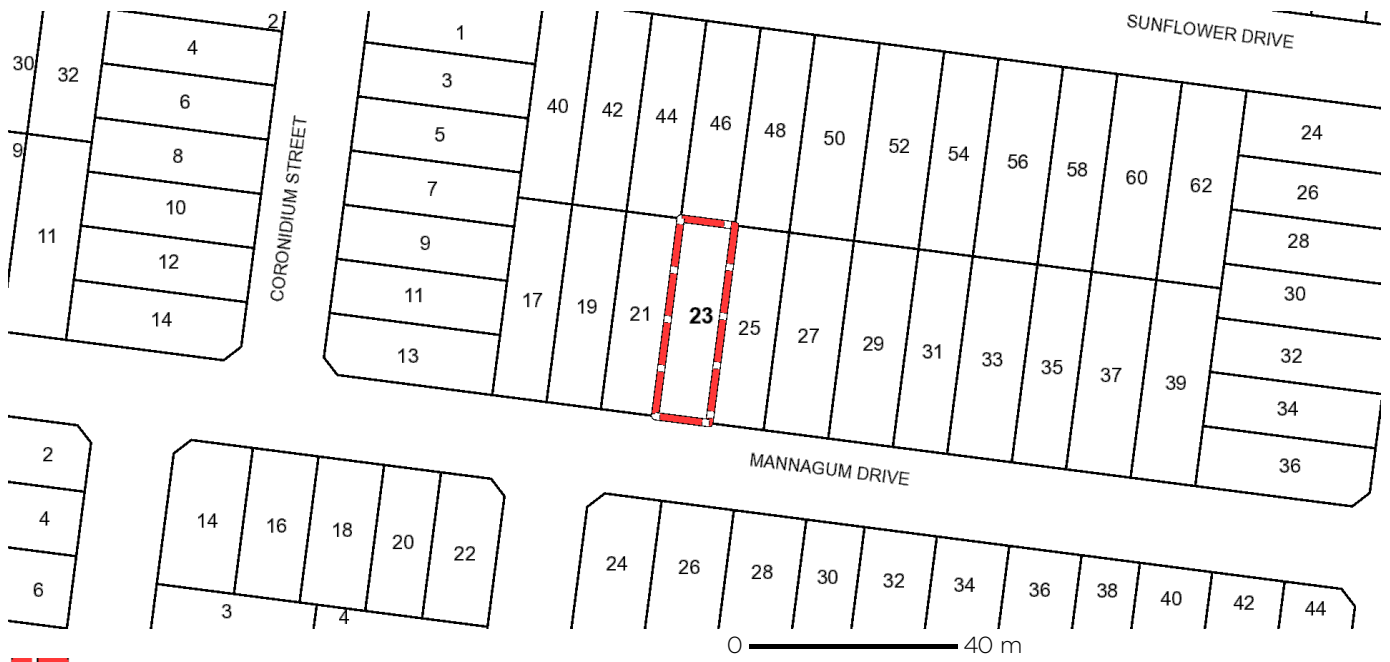
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 October 2025 03:34 PM

## PROPERTY DETAILS

Address: **23 MANNAGUM DRIVE BEVERIDGE 3753**  
 Lot and Plan Number: **Lot 1004 PS831554**  
 Standard Parcel Identifier (SPI): **1004\PS831554**  
 Local Government Area (Council): **MITCHELL**  
 Council Property Number: **129347**  
 Planning Scheme: **Mitchell**  
 Directory Reference: **Melway 687 G1**

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

[Planning Scheme - Mitchell](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **KALKALLO**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Note

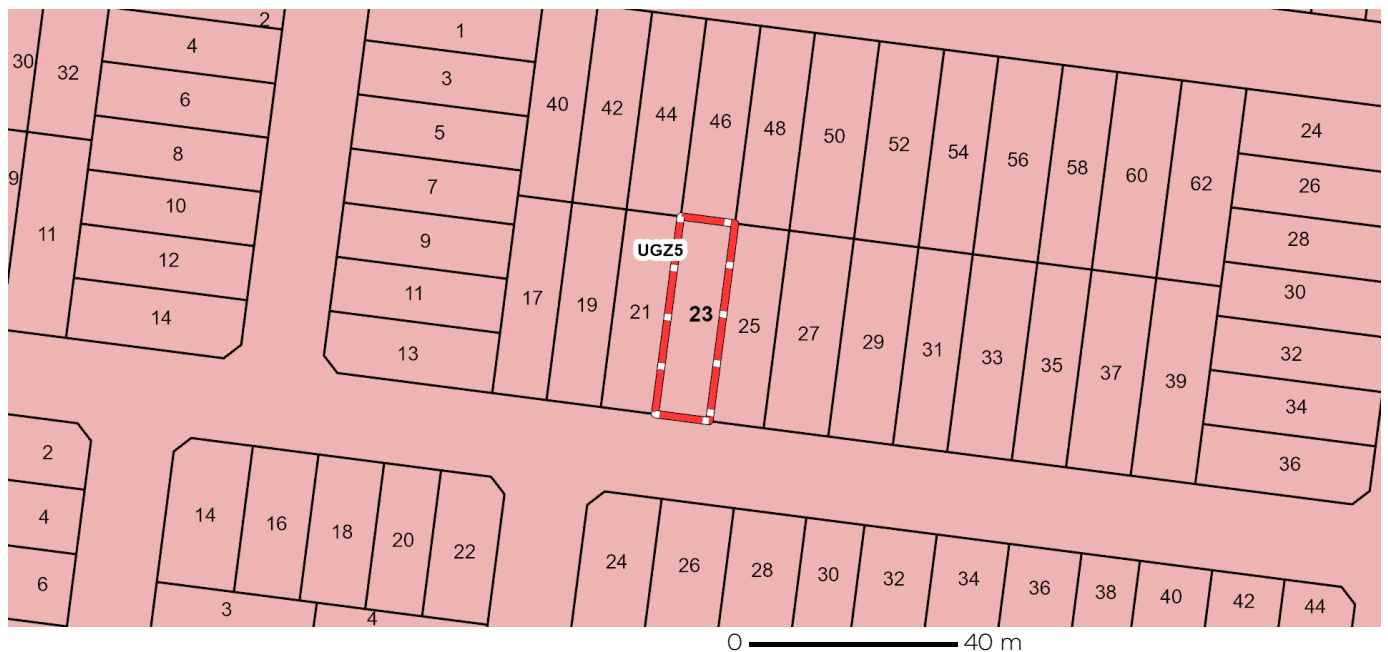
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



**UGZ - Urban Growth**

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

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

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

## Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 2 \(ICO2\)](#)



**ICO - Infrastructure Contributions Overlay**

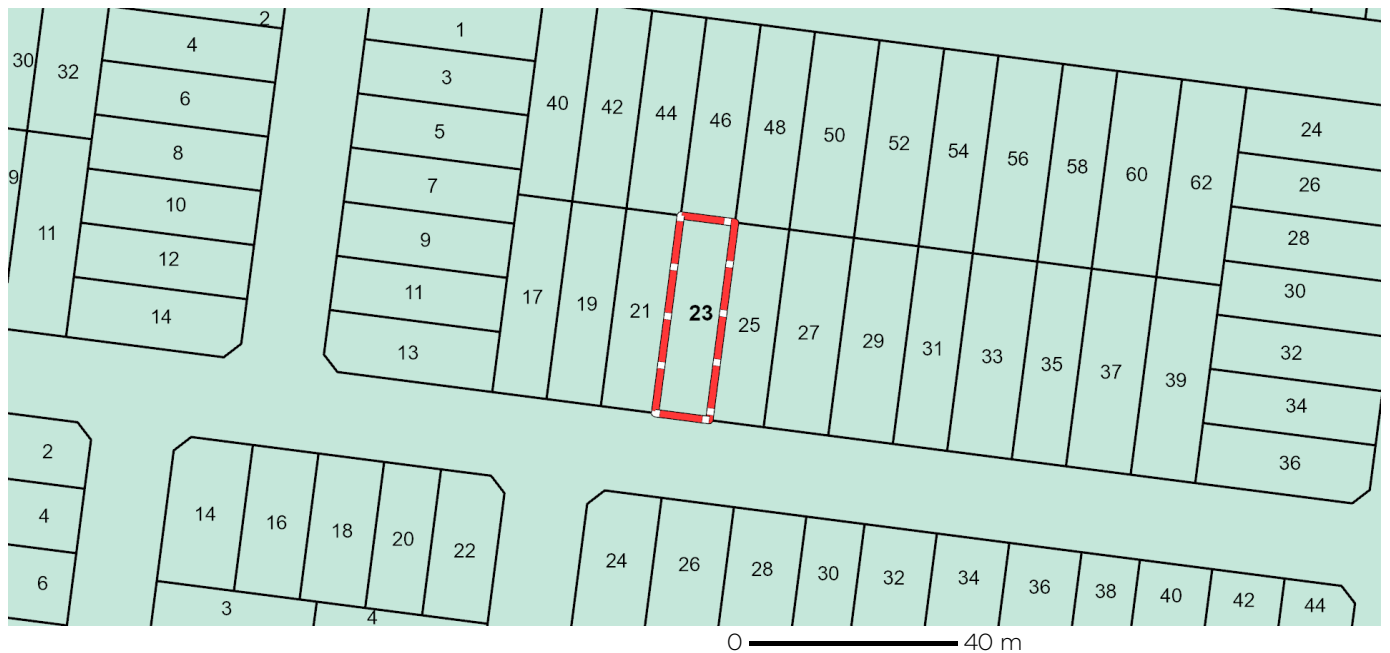
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## 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](#)



**Land added to the UGB since 2005**

Copyright © - State Government of Victoria

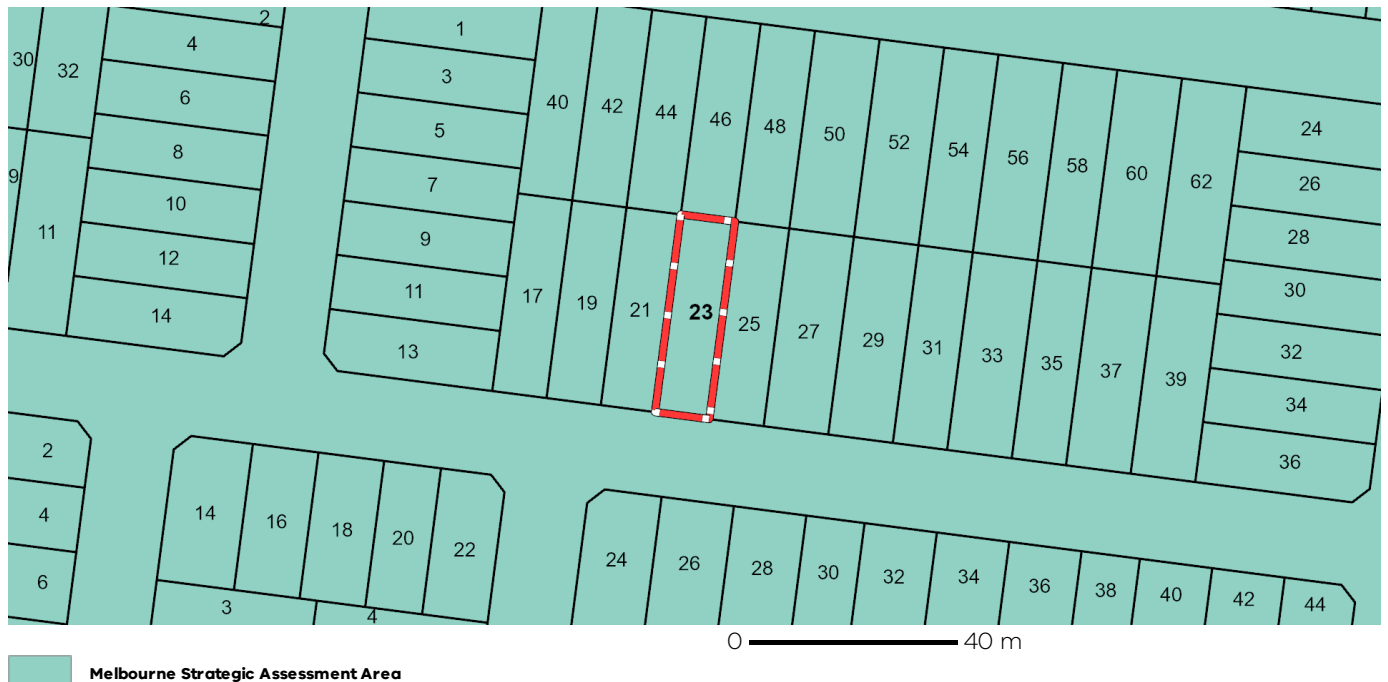
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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



## Further Planning Information

Planning scheme data last updated on 2 October 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.vic.gov.au/vicplan/>

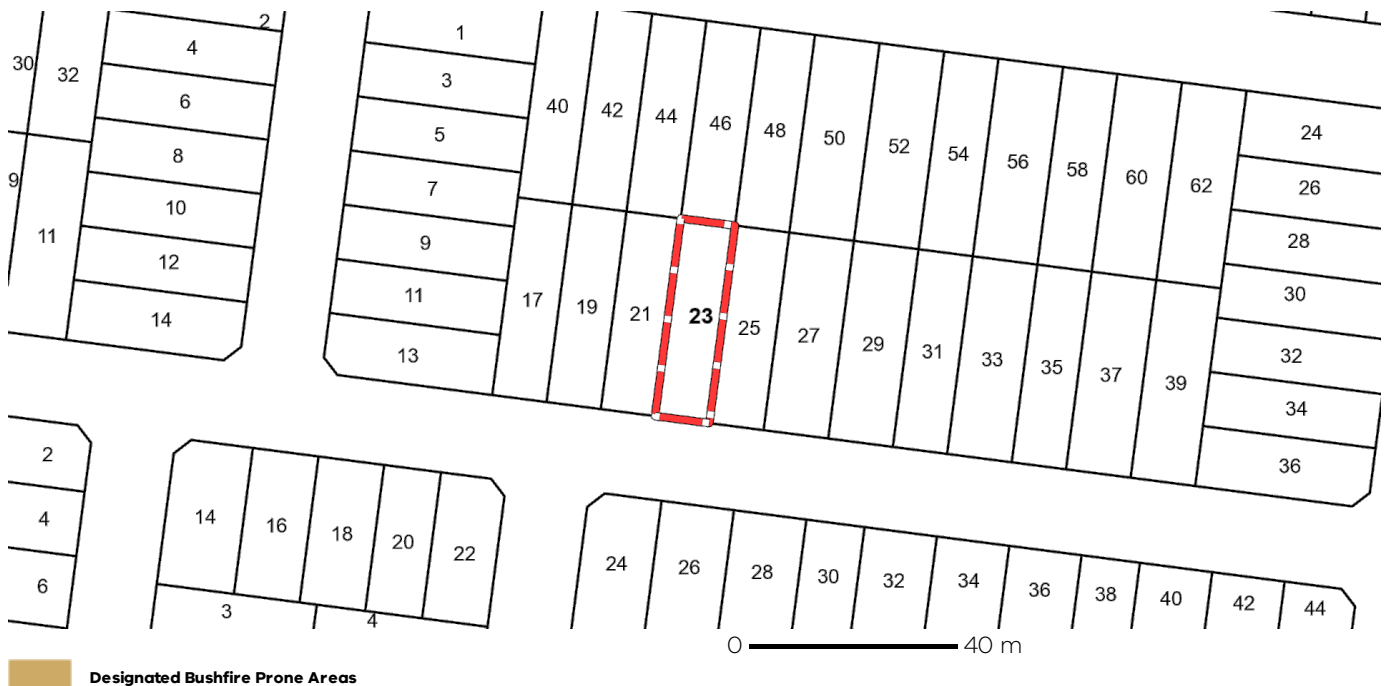
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

**FORM 2**

**Building Act 1993**  
Building Regulations 2018 - Regulation 37(1)  
**Building Permit No. CBS-U 66127/7564326133386**

**Issue to**

Agent of Owner:

**Carlo Najib Nona**

Postal Address:

**58 Darwinia Drive, MICKLEHAM VIC**

Email:

[carlonajibnona@gmail.com](mailto:carlonajibnona@gmail.com)

Address for serving or giving of documents:

**58 Darwinia Drive, MICKLEHAM VIC**

Contact Person:

**Carlo Najib Nona**

Postcode: **3064**

Telephone: **0478 032 494**

Postcode: **3064**

Telephone: **0478 032 494**

**Ownership Details**

Owner:

**Carlo Najib Nona**

Postal Address:

**58 Darwinia Drive, MICKLEHAM VIC**

Email:

[carlonajibnona@gmail.com](mailto:carlonajibnona@gmail.com)

Contact Person:

**Carlo Najib Nona**

Postcode: **3064**

Telephone: **0478 032 494**

**Property Details**

Number: **23**

Street/Road: **Mannagum Drive**

Suburb: **Beveridge**

Postcode: **3753**

Lot/s: **1004**

LP/PS: **831554U**

Volume: **12450**

Folio: **012**

CA: **6 (PT), 7 (PT), 8 (PT), 25 (PT), 26 (PT) & 27 (PT)**

Section No: **n/a**

Parish: **Merriang**

County: **n/a**

Municipal District:

**Mitchell Shire Council**

**Builder**

Name:

**Goga Constructions Pty Ltd**

Telephone

**0402 632 235**

Registration no.:

**CDB-U 49860**

**Domestic Builder - Unlimited**

Postal Address:

**24 Redcliffs Crescent, ROXBURGH PARK VIC**

Postcode:

**3064**

This builder is specified under section 24B [] of the Building Act 1993 for the building work to be carried out under this permit.

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Paras Deliyannis	Draftsperson - Building Design (Architectural)	DP-AD 16500
Minh Duc Do	Engineer - Civil	PE0003542

**Details of Domestic Building Work Insurance**

Name of Builder: **Goga Constructions Pty Ltd**

Name of Issuer or Provider: **HIA Insurance Services Pty Ltd**

Policy Number: **C892564**

Policy cover: **\$300,000.00**

**Nature of Building Work**

Construction of a New Single Storey Dwelling & Associated Garage

Storeys contains: **1**

Version of BCA applicable to permit: **BCA Vol. 2 2022**

Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**

Cost of Building Work: **\$280,000.00**

Total floor area of new building work m<sup>2</sup>: **218**

**BCA Classification**

Part of Building: **Dwelling**

Class: **1a(a)**

Part of Building: **Associated Garage**

Class: **10a**

### Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Mitchell Shire Council

### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

### Inspection Requirements

The mandatory inspection notification stages are:

1. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. Final Inspection

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by 02 July 2025

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 02 July 2026

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

### Relevant Building Surveyor

Name:  
Address:  
Email:  
Building practitioner registration no.:  
Municipal district:

**Opes Permits Pty Ltd**  
**PO BOX 2042, Oak Park VIC 3046**  
[admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
**CBS-U 66127**  
**Mitchell Shire Council**

### Designated Building Surveyor

Name:  
Permit no.:  
Building practitioner registration no.:  
Date of issue of permit:  
Signature:

**Mehmet Yuksel**  
**CBS-U 66127/7564326133386**  
**BSU-44430**  
**02 July 2024**



**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

Occupancy Permit  
Project Number: 20242767

**OCCUPANCY PERMIT**

**For Building Permit No. CBS-U 66127/7564326133386**

**Property Details**

<b>Address:</b>	23 Mannagum Drive, Beveridge Vic 3753		
<b>Lot:</b>	1004	<b>LP/PS:</b>	831554U
<b>CA:</b>	6 (PT), 7(PT), 8 (PT), 25 (PT), 26 (PT) & 27 (PT)	<b>Volume:</b>	12450
<b>Municipality:</b>	Mitchell Shire Council	<b>Parish:</b>	Merriang
		<b>County:</b>	n/a
		<b>Section:</b>	n/a
		<b>Folio:</b>	012

**Building permit details**

<b>Building permit number:</b>	CBS-U 66127/7564326133386
<b>Version of BCA applicable to building permit:</b>	BCA Vol. 2 2022

**Building Details**

<b>Part of building to which permit applies:</b>	Entire - Dwelling & Associated Garage
<b>Permitted Use:</b>	Residential
<b>BCA Class of building:</b>	1a(a), 10a
<b>Maximum Permissible Floor Live Load:</b>	Dwelling Floor 1.5 kPa, Roof 0.25 kPa Garage Floor 2.5 kPa & Roof 0.25 kPa
<b>Storeys contained</b>	1

**Performance Solutions**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

**Reporting Authority**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Mitchell Shire Council


**Suitability of Occupation**

The building to which this permit applies is suitable for occupation.

**Date of Approved Inspection:**

Pre-Slab Inspection	18/09/2024
Slab-Steel Inspection	24/09/2024
Frame Inspection	30/10/2024
Final Inspection	01/04/2025

**Relevant Building Surveyor:**

Name:	<b>Mehmet Yuksel</b>
Address:	<b>PO BOX 2042, Oak Park VIC 3046</b>
Email:	<a href="mailto:admin@opesbs.com.au">admin@opesbs.com.au</a>
Building practitioner registration no.:	<b>BSU-44430</b>
Municipal district name:	<b>Mitchell Shire Council</b>
Certificate no.	<b>CBS-U 66127/7564326133386 - Occupancy Permit</b>
Date of issue:	<b>20 May 2025</b>
Date of final inspection	<b>1 April 2025</b>
Signature:	

# Domestic Building Insurance

## Certificate of Insurance

**Carlo Najib Nona**

**58 Darwinia Dr  
 MICKLEHAM  
 VIC 3064**

Policy Number:

**C892564**

Policy Inception Date:

**01/07/2024**

Builder Account Number:

**006926**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot:1004 no. 23 Mannagum dr. Beveridge VIC 3753 Australia**

Carried out by the builder: **GOGA CONSTRUCTIONS PTY LTD**

Builder ACN: **602249347**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Carlo Najib Nona**

Pursuant to a domestic building contract dated: **13/06/2024**

For the contract price of: **\$ 280,000.00**

Type of Cover: **Cover is only provided if GOGA CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

### Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

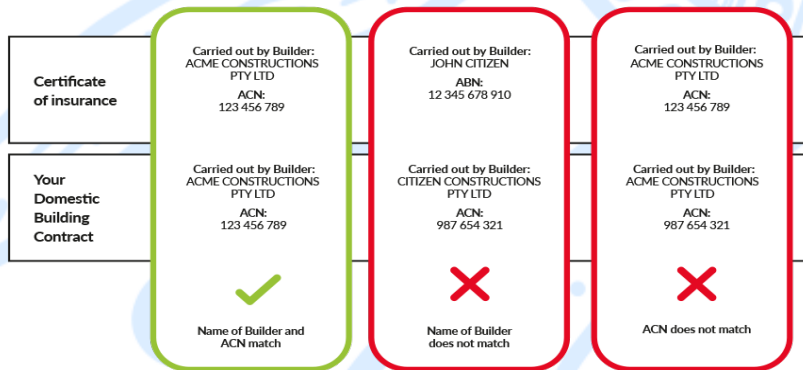
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Managed Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,367.00</b>
GST:	<b>\$136.70</b>
Stamp Duty:	<b>\$135.33</b>
<b>Total:</b>	<b>\$1,639.03</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some examples of what to look for*





**Valuations, Rates and Charges**

1 July 2025 to 30 June 2026

C N Nona  
 58 Darwinia Drive  
 MICKLEHAM VIC 3064

**Issue Date**

05/08/2025

**Property Number**

129347

**Overdue Pay Now**

\$3,995.71

**Property** 23 Mannagum Drive BEVERIDGE VIC 3753  
 Lot 1004 PS 831554 Vol 12450 Fol 012

Site Value	\$270,000	Market Level Date	01/01/2025
Net Annual Value	\$13,500	Valuation Effective Date	01/07/2025

**Capital Improved Value (CIV)** \$270,000

Balance Brought Forward		\$3,995.71
<b>COUNCIL: Rates and Charges 2025/2026</b>		
Municipal Charge	1 x \$202.75	\$202.75
Gen Rate - Vacant Land	\$270,000 x 0.00485118	\$1,309.80
<b>Total Council Rates and Charges 2025/2026</b>		<b>\$1,512.55</b>

<b>STATE GOVERNMENT: Emergency Services and Volunteers Fund 2025/2026</b>		
AVPCC: 102.2 - Subdivisional Land (Multi Lot)		
ESVF Residential Fixed	1 x \$136	\$136.00
ESVF Residential Variable	\$270,000 x 0.000173	\$46.70
<b>Total State Government Emergency Services and Volunteers Fund 2025/2026</b>		<b>\$182.70</b>

**Instalment 1  
Due 30/09/2025**

\$423.25

**Instalment 2  
Due 30/11/2025**

\$424.00

**Instalment 3  
Due 28/02/2026**

\$424.00

**Instalment 4  
Due 31/05/2026**

\$424.00

Payments received after 04/08/2025 have not been deducted from the amount due on this notice.  
 Overdue amounts shown on this notice are payable immediately unless a formal payment plan has been agreed to and is up to date.  
 If you are having difficulty making payment, please contact us as soon as possible to discuss your options.

**Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.**

**Total Amount Payable**

**\$5,690.96**

**For more payment options please turn over. If you are having difficulties paying please contact Council.**



Billers Code: 93807  
 Ref: 1293471



Billers Code: 93807  
 Ref#: 1293471  
 INTERNET Go to www.bpoint.com.au  
 PHONE: Phone 1300 BPOINT



Billers Code: 9190  
 Ref: 1293 4766



View and pay this bill using internet banking

BPAYView Registration No.: 1293471

To pay this bill – visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.



\*71 190 129347 66



**Receive your rates notice via email**

Register now at [mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au) with eNotices reference number

1B6B22FEEZ



**Resource Recovery Centre Vouchers 2025/26 see back.**

## How we calculate your rates

Each year, Council sets a rate in the dollar as part of our Annual Budget. This rate is applied to the Capital Improved Value (CIV) of your property, which is set by an independent valuer.

Different types of properties – like general, rural, commercial, industrial and vacant land – have different rates.

Your total rates include:

- a general rate (CIV × rate in the dollar)
- a municipal charge (fixed charge on every property)
- a garbage charge (if you get a kerbside collection)
- a levy for the Emergency Services and Volunteers Fund (Victorian Government)



Details about our rating categories and other charges can be found at [mitchellshire.vic.gov.au/rates](http://mitchellshire.vic.gov.au/rates). A list of the rating categories and the rate in the dollar for each is provided below.

Rating Category	Rate multiplied by CIV	Equivalent charge*
General Rate	0.00242559	\$654.91
Vacant Land – Residential	0.00485118	\$1,309.82
Vacant Land – Commercial/Industrial	0.00606398	\$1,637.27
Agricultural Land – 40ha to 100ha	0.00218303	\$589.42
Agricultural Land – Greater than 100ha	0.00194047	\$523.93
Subdivisional Land	0.00606398	\$1,637.27

\*These charges are for comparison only. Your property's classification and valuation are based on several factors, which may change over time. This could affect your rates. Rounding in this table may be different to what appears on your notice.

## Emergency Services and Volunteers Fund (Victorian Government Levy)

The Emergency Services and Volunteers Fund (ESVF) is a levy that Council is required to collect on behalf of the Victorian State Government.

It helps fund Victoria's emergency services, including:

- Fire Rescue Victoria
- Country Fire Authority (CFA)
- Victoria State Emergency Service (VICSES)

This levy is not set by Council and does not fund local Council services. The amount you pay is based on your property type and valuation, as set out in Victorian legislation.

From 1 July 2025, eligible CFA and VICSES volunteers may receive a rebate on the Emergency Services and Volunteers Fund levy, administered by the Victorian Government — visit the Eligible Volunteers Rebate Scheme page for details. For more information, visit [sro.vic.gov.au/esvf](http://sro.vic.gov.au/esvf)

## Rate Cap

Council has met the Victorian Government's rate cap of 3%, which applies to the average increase in rates and charges across the Shire.

## Payment options

Direct Debit	BPOINT: Phone / Internet	BPay / BPAYView	POST BillPay	Mail	In Person
Complete an application form to set up a direct debit arrangement by 4 instalments or 11 monthly payments.	For payments via Phone call 1300 BPOINT (1300 276 468). For payments via the Internet go to: <a href="http://www.mitchellshire.vic.gov.au/pay-my-rates">www.mitchellshire.vic.gov.au/pay-my-rates</a>	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (Mastercard or Visa only).	<b>In Store:</b> Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). <b>Phone:</b> 131 816 <b>Online:</b> <a href="http://auspost.com.au/postbillpay">auspost.com.au/postbillpay</a>	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: <b>Mitchell Shire Council</b> 113 High Street BROADFORD VIC 3658	<b>Broadford:</b> 113 High Street <b>Seymour:</b> 125 Anzac Avenue <b>Kilmore:</b> 12 Sydney Street <b>Wallan:</b> Wellington Square Cash, Cheque, EFTPOS, Visa or Mastercard.

## Using Your Waste Vouchers

You can use your vouchers for green waste, hard waste or general waste disposal. To redeem them, simply bring a copy of your QR code, either printed or saved to your phone, along with photo ID or your current rates notice to any of our Resource Recovery Centres in Broadford, Pyalong, Seymour or Wallan.

- Vouchers are valid until 30 September 2026

- Each scan deducts \$40 from your total voucher balance
- Unused value is not refundable or transferrable
- Vouchers cannot be exchanged for cash or credit

**Please note:** QR codes are included on your annual rates notice only. They are not printed on instalment notices.

Your rates may have gone up or down by a different amount depending on:

- How your property value changed compared to others
- The rating category that applies to your property
- Other charges that aren't covered by the rate cap

## Pensioner concessions are available on rates

If you have a Pensioner Concession Card or a Veteran Affairs Gold Card (War Widow or TPI), you may be eligible for a rebate on the rates for your main residence. Health Care Card holders are not eligible for this rebate.

## Payment plans and financial support available

We understand that meeting your rates payments isn't always easy. If you're having difficulty, please reach out to Council early so we can work with you on a solution that fits your circumstances.

We can help you set up a payment plan to spread your payments over time and avoid additional costs.

- Interest (10% p.a.) applies to overdue amounts unless a formal payment plan is in place
- Overdue accounts without a plan may be referred to debt collection, with legal costs added
- You can also pay early, schedule regular payments, or set up Direct Debit
- If your balance is \$0 by each instalment due date, no interest will be charged

The *Local Government Act 1989* permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

## If you believe your property is valued incorrectly

If you believe your property has been valued incorrectly, you have the right to object under the *Valuation of Land Act 1960*. Objections need be lodged within two months of the date on your rates notice.

You can submit your objection online or in writing. If you're unsure how to proceed, please contact us. To avoid penalty interest, please continue to pay your rates as shown while your objection is being reviewed. If your property's valuation is reduced, we'll credit the difference.

## If you believe your property category is incorrect

If you believe your property has been placed in the wrong category, please get in touch with us. We'll review it and let you know the outcome.

If you're still not satisfied, you can apply to VCAT for a review under Section 183 of the *Local Government Act 1989*. This must be done within 60 days of receiving your notice.

## If you believe your rates have been charged incorrectly

If you think your property should not be rated, that the rates or charges have been calculated incorrectly, or you're not the person responsible for payment, please contact us. We'll review your account and let you know the outcome.

If you're still not satisfied with the decision, you can apply to the County Court for a review under Section 184 of the *Local Government Act 1989*. This must be done within 60 days of the date on your rates notice.

## How payments are allocated to rates

All payments are allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing

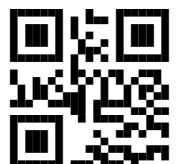
## Changing your address

If you've changed your postal address, please let us know in writing so we can update your records. For any ownership changes, a formal Notice of Acquisition is required.

Scan QR Code to redeem your voucher.

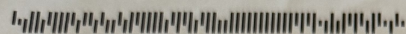
\$40 per scan  
Maximum 5 scans

USE BY:  
30 Sept 2026



MTS254XZ8100572956

# Your quarterly bill



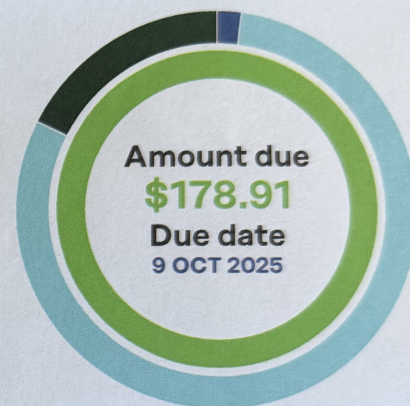
712326-001 000033(65) 0025 HA

MR C NONA  
58 DARWINIA DR  
MICKLEHAM VIC 3064

Enquiries 1300 304 688  
Faults (24/7) 13 27 62  
Account number 81 7203 0140  
Invoice number 8173 1994 97689  
Issue date 18 Sep 2025  
Property address 23 MANNAGUM DR BEVERIDGE  
Property reference 5286561, PS 831554  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

<b>Previous bill</b>	<b>\$169.28</b>
Payment received thank you	-\$169.28
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	\$3.56
<b>Service charges</b>	
Water supply system	\$21.26
Sewerage system	\$122.58
<b>Other authority charges</b>	
Waterways and drainage	\$31.51
<b>Total this bill (GST does not apply)</b>	<b>\$178.91</b>
<b>Total balance</b>	<b>\$178.91</b>



- Usage charges
- Service charges
- Other authority charges

## Pricing update

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill.

We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

Learn more at [yv.com.au/prices](http://yv.com.au/prices)



# Property Clearance Certificate

## Land Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

**Your Reference:** 2025/1464

**Certificate No:** 93587815

**Issue Date:** 07 OCT 2025

**Enquiries:** ESYSPROD

**Land Address:** 23 MANNAGUM DRIVE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49678842	1004	831554	12450	12	\$2,049.23

**Vendor:** CARLO NONA

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR CARLO NAJIB NONA	2025	\$285,000	\$1,074.23	\$0.00	\$1,074.23

**Comments:**

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR CARLO NAJIB NONA	2024	\$975.00	\$0.00	\$975.00

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): \$285,000

SITE VALUE (SV): \$285,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$2,049.23**

# Notes to Certificate - Land Tax

Certificate No: 93587815

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$285,000

Calculated as \$975 plus ( \$285,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,850.00

Taxable Value = \$285,000

Calculated as \$285,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 93587815

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 93587815

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2025/1464

Certificate No: 93587815

Issue Date: 07 OCT 2025

Enquires: ESYSPROD

Land Address: 23 MANNAGUM DRIVE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49678842	1004	831554	12450	12	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	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: \$285,000

SITE VALUE: \$285,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93587815

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / COMPLETE HOME CONVEYANCING

Your Reference: 2025/1464

Certificate No: 93587815

Issue Date: 07 OCT 2025

Land Address: 23 MANNAGUM DRIVE BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
1004	831554	12450	12

Vendor: CARLO NONA

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.

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 93587815

## 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

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 93587814</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 93587814</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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