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REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property: **4 Kenyte Walk, Doreen 3754**

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AICVIC
Endorsed by the Australian Institute of Conveyancers (Victorian Division)

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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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Disclaimer

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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 PRACTICIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../……/…….

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../……/…….

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable):

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WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN: .....
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

JORDAN LOUISE THORPE

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN: .....
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… ……
Name of director/secretary Signature of director/secretary

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

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Particulars of sale

Vendor's estate agent
Name: Stone Real Estate Whittlesea
Address: Unit 1/75 Church Street, Whittlesea, VIC 3757 Australia

Email: deanzammit@stonerealestate.com.au

Tel: 9716 2000 Mob: 0405140704 Fax: Ref: Dean Zammit

Vendor
Name: **JORDAN LOUISE THORPE**
Address: 4 Kenyte Walk, Doreen, VIC 3754

Vendor's legal practitioner or conveyancer
Name: North Eastern Conveyancing
Address: Plenty Business Centre, Shop 12, 285 Diamond Creek Road, Plenty VIC 3090
Email: julie@neconveyancing.com

Tel: : (03) 9432 3349 Mob: Fax: Ref: JV:20261707

Purchaser
Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: ..... Fax: ..... DX:..... Ref: .....

Land (general conditions 7 and 13)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11851	Folio	930	14	734613W

The land includes all improvements and fixtures.

Property address

The address of the land is **4 Kenyte Walk, Doreen 3754**

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

All fixtures and fittings of a permanent nature as inpsected.

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 with options to renew, each of years

OR

- ☐ a periodic tenancy determinable by notice

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: 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

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General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature*** "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all 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.

4 KENYTH WALK, DOREEN 3754

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

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(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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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.

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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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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.

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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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) 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* (Vic).

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* (Vic).

4 KENYTE WALK, DOREEN 3754

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 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.

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

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14.6 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.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 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 –

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(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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

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 –

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(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 during the hours that the settling ELNO operates in the State of Victoria.

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 with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and

(d) 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':

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(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 these general conditions –

(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 –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

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(c) is not then in default.

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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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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

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(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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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

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(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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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.

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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 –

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(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

(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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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

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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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(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.

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SPECIAL CONDITIONS

Special condition 1 – Planning Schemes

The Purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme and any other Town Planning Acts or Schemes and all proposed amendments to them and all other legal restrictions as to the use or development of the land. The Purchaser is not entitled to make any objection, requisition or claim any compensation in respect of any non-compliance with planning restrictions or any planning permits issued.

Special condition 2 – No Representations

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

Special condition 3 – Purchaser Acknowledgements

3.1 The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and is not relying upon any representation made by the Vendor or any other person on the Vendor's behalf, and accepts the property subject to:

(a) It's present condition and state of repair;
(b) All defects latent and patent;
(c) Any infestations and dilapidation;
(d) Any asbestos material that may be present at the property;
(e) All existing water, sewerage, drainage and plumbing services and connections in respect of the property;
(f) Subject to any non-compliance or non-issue of building permits in respect of any building on the land.

The Purchaser shall not make any requisition nor claim any compensation for any deficiency or defect in the said improvements or as to the suitability for occupation or otherwise. This special condition does not merge upon completion of this Contract of Sale.

3.2 The Purchaser is responsible for any costs relating to the connection of services available to but not connected to the property as at the date of the contract together with any costs associated with opening or varying any accounts with any service provider. Where any such payment is made by the Vendor prior to settlement, the Purchaser will reimburse the Vendor at settlement.

Special condition 4 – Auction

If this sale is a sale by public auction or auction by invitation the following shall apply:

(a) The property is offered for sale by public auction subject to the Vendor's reserve price;
(b) The Rules for the conduct of the auction shall be as set out in the applicable Schedule of the Sale of Land Regulations 2014 (or any rules prescribed by regulation which modify or replace those Rules) and if Schedule 1 applies shall include the rule which states that the auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction;
(c) Immediately after the auction the Purchaser shall sign this Contract and pay the deposit.

Special condition 5 – FIRB Approval

The Purchaser warrants that the provision of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the Purchaser to obtain consent to enter this contract. If there is a breach of any warranty contained this special condition (whether intentional or not) the Purchaser must indemnify and

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compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach. This warranty and indemnity do not merge on completion of this contract.

Special condition 6 – 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), the Due Diligence Checklist pursuant to Section 33 of the Sale of Land Act 1962 and a copy of this Contract.

Special condition 7 – Nomination

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

Special condition 8 – Default

If the Vendor gives to the Purchaser notice of default under this contract the default will not be remedied until the Purchaser has:

(a) Remedied the default or, if the default is incapable of remedy, paid compensation to the Vendor to the Vendor's satisfaction; and
(b) Paid all costs and expenses incurred by the Vendor as a result of the default including without limitation legal costs (including disbursements) as between the Vendor's Conveyancer and Vendor, any additional costs incurred by the Vendor including without limitation interest and borrowing expenses and payment of default interest.

Special condition 9 – Re-scheduling Fee

The Purchaser agrees and acknowledges that should they delay settlement, there is a fee of $220.00 payable to the Vendor's Conveyancer each and every time settlement needs to be re-arranged or re-scheduled.

Special condition 10 – Losses

The Purchaser acknowledges that in the event of default by the Purchaser, if the Vendor incurs any of the costs or losses listed immediately below, that such costs and losses are accepted by the Purchaser as being reasonably foreseeable losses and expenses:

(a) Any costs associated with the Vendor obtaining bridging or like finance to complete the settlement of a purchase of another property;
(b) Additional interest payable by the Vendor from the date of default on any mortgage or other security over the property sold;
(c) Accommodation, storage or removal costs; and
(d) Fees or expenses payable to any real estate agent.

Special condition 11 – Solar Panels

If there are solar panels on the roof of the dwelling constructed on the property hereby sold the parties agree as follows:

(a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser/s;
(b) The purchaser/s agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser /s shall indemnify and hold harmless

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the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special condition 12 – Contamination

12.1 The purchaser accepts the property in its present condition and state or repair, latent or patent defects including any contamination by any hazardous substances.

12.2 The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminations in or on the property.

Special condition 13 – Guarantee by Directors

13.1 If the Purchaser shall be or shall include a company, the company shall (if so required by the Vendor) forthwith after execution of this Contract procure the execution by each of its directors on the part of the Contract intended to be held by the Vendor, of a guarantee in the form annexed to this Contract.

13.2 If the Purchaser shall be or shall include a corporation, the person who executes this Contract for and on behalf of the Corporation must provide proof of his right to sign on behalf of the Corporation and shall also execute the guarantee in the form annexed to this Contract.

Special condition 14 – Identity of Land

14.1 The Purchaser admits that the land as offered for sale and inspected by the Purchaser is identical with the land described in the title particulars given.

14.2 An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the Purchaser cannot make any objection or claim for compensation for an alleged mis-description of the property of any deficiency in its area or measurements or require the Vendor to amend title or pay any cost of amending title.

Special condition 15 – Material Fact disclosure

It is hereby acknowledged and agreed by the Purchaser that: -

A. If the Vendor has disclosed one or more Material Fact(s) (jointly or severally) and including any related attachments ("*Material Fact*") in this Contract or in the Section 32 Vendor Disclosure Statement attached hereto;

B. That Material Fact constitutes the whole of the Vendor's significant knowledge of that issue;

and, unless expressly stated to the contrary, the Purchaser hereby Agrees and: -

15.1 Acknowledges that a full and true disclosure of these matters, to the best of the Vendors knowledge, is set out and described in the attached Section 32 Vendor Statement which is annexed to this Contract of Sale and that the Purchaser has read and understood the disclosure so given;

15.2 Hereafter makes its own enquiries in relation to the Material Fact;

15.3 Admits that the Vendor makes no warranty in relation to any other aspect surrounding the Material Fact and agrees not to call upon the Vendor to provide or contribute to any costs thereof;

15.4 That no other party or person may be aware of the Material Fact or, that if they are, that they view, interpret or understand the Material Fact in the same way as the Vendor;

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15.5 All recommended, required or desired attendances, if any, arising from the Material Fact shall, from the Day of Sale, become the sole responsibility of the Purchaser and at the Purchaser's cost in all things;

15.6 Admits that it shall have no objection to title or otherwise in relation to any Material Fact;

15.7 Admits that it buys the Property on its own investigations in that regard;

15.8 Admits that it will not delay settlement, deduct any monies at settlement, make any claim for compensation and that it has no entitlement to compensation, whatsoever, in relation to any Material Fact; and

15.9 Hereafter releases and indemnifies and keeps indemnified the Vendor from all related costs, claims, actions, losses or the like whatsoever related to the Material Fact.

Special condition 16 – Windfall Gains Tax ("WGT")

In this condition:

16.1 "WGT Act" means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and

16.2 "WGT" means Windfall Gains Tax under the WGT Act, and includes penalty and interest.

For the purpose 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 1st July 2023.

16.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

16.4 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.

16.5 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 1st of January each year.

16.6 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.

16.7 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 17 – No Land Tax adjustment at settlement

Where the Sale Price of the property is $10,000,000.00 or less, 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.

The Purchaser acknowledges and agrees that Land Tax, whilst not adjustable at settlement, may also apply or change in the future, especially after 31st December each Calendar Year, after any review or re-assessment by State Revenue Office, and depending on the Purchaser's own Entity/Structure, Citizenship or Owner-Occupier status and other property holdings in the State of Victoria, and the Purchaser will remain liable for any future Land Tax, if applicable, after the Calendar Year of settlement.

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Special condition 18 – Christmas closure

Notwithstanding any other condition of this Contract of Sale, settlement date shall not be scheduled between 23 December 2026 and 11 January 2027. If settlement is scheduled at any time during this period in error, settlement date shall occur at the next available time, as agreed between the Vendor and Purchaser and/or their legal representatives, after 11 January 2027.

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GOODS AND SERVICES TAX (GST) RESIDENTIAL WITHHOLDING NOTICE TO PURCHASER

Notification in accordance with Section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Property: 4 Kenyte Walk, Doreen, VIC 3754

Vendor: Jordan Louise Thorpe

This transaction is not subject to withholding – The Purchaser is not required to withhold or remit any amount from the Contract of Sale price and remit to the Commissioner of Taxation in accordance with Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Dated: 17 April 2026

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GUARANTEE and INDEMNITY

I/We, ... of
.....

and ..... of
.....

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals
this ..…….... day of ..……..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....……) …….
in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....……) .....
in the presence of:) Director (Sign)
)
Witness.....)

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JORDAN LOUISE THORPE

VENDORS STATEMENT

Property: **4 Kenyte Walk, Doreen 3754**



Office: Shop 12, Level 1, 285 Diamond Creek Road, Plenty, VIC 3090
Mail to: PO Box 402, Greensborough, VIC 3088
Email: admin@neconveyancing.com
Mobile: 0486 285 405
Tel: (03) 9432 3349

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Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	4 Kenyte Walk, Doreen 3754	
Vendor's name	Jordan Louise Thorpe	**Date** 17/4/2026
Vendor's signature	Signed by: 1BD524DE2DB74A5...	
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

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1 FINANCIAL MATTERS

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

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

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

1.3 Nil to the vendors knowledge.

1.4 **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.

1.5 **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.

1.6 **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	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ 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 of property clearance certificate or is as follows	Date: OR ☒ 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 documents.

(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 easement, covenant or other similar restriction.

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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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

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:

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

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.

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

VOLUME 11851 FOLIO 930 Security no : 124133304553A
Produced 26/03/2026 12:57 PM

LAND DESCRIPTION

Lot 14 on Plan of Subdivision 734613W.
PARENT TITLE Volume 11453 Folio 986
Created by instrument PS734613W 06/02/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JORDAN LOUISE THORPE of 4 KENYTE WALK DOREEN VIC 3754
AV092289Y 03/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV092290Q 03/12/2021
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS734613W 06/02/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ954765T 08/10/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AL253647R 25/07/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AL332093V 02/09/2014

DIAGRAM LOCATION

SEE PS734613W 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: 4 KENYTE WALK DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 03/12/2021

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**30/03/2026 14:13**

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Signed by Council: Whittlesea City Council, PP Ref: 712895, Cert Ref: 608874, Original Certification: 07/05/2015, Recertification: 26/07/2016, S.O.C.: 23/12/2016

PLAN OF SUBDIVISION

LV use only
EDITION 1

Plan Number
PS 734613W

Location of Land

Parish: MORANG

Township: –
Section: –
Crown Allotment: –

Crown Portion: 20 (PART)

Title Reference: VOL 11453 FOL 986

Last Plan Reference: LOT B ON PS702817K

Postal Address: 20A TRAVERTINE CRESCENT
(at time of subdivision) DOREEN 3754

MGA 94 Co-ordinates E 334 240
(of approx. centre of land in plan) N 5 835 360 Zone: 55

Council Name: WHITTLESEA CITY COUNCIL
Council Ref:

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1	WHITTLESEA CITY COUNCIL

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 712895

Depth Limitation DOES NOT APPLY

LAND SUBDIVIDED - 4634m²

TANGENT POINTS ARE SHOWN THUS:

OTHER PURPOSE OF PLAN:
TO REMOVE THAT PART OF SEWERAGE EASEMENT E-18 ON PS702817K NOW CONTAINED IN KENYTE WALK ON THIS PLAN.

GROUNDS FOR REMOVAL OF EASEMENT:
AGREEMENT BY ALL INTERESTED PARTIES.

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) **39, 40 & 74**
In Proclaimed Survey Area No. **74**

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance; A – Appurtenant Easement; R – Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION

RIVERSTONE AT PLENTY RIVER – 12C
15 LOTS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29931123 15/07/16 VERSION C

DWG 2993112BC

Sheet 1 of 3 sheets

Original sheet size A3

PLAN REGISTERED
TIME: 11:54am
DATE: 06/02/17
H.T
Assistant Registrar of Titles

Signed by: Scott David Jukes (Bosco Jonson Pty Ltd) Surveyor's Plan Version (C) SPEAR Ref: S065155T 21/07/2016, Amended: 02/02/2017.

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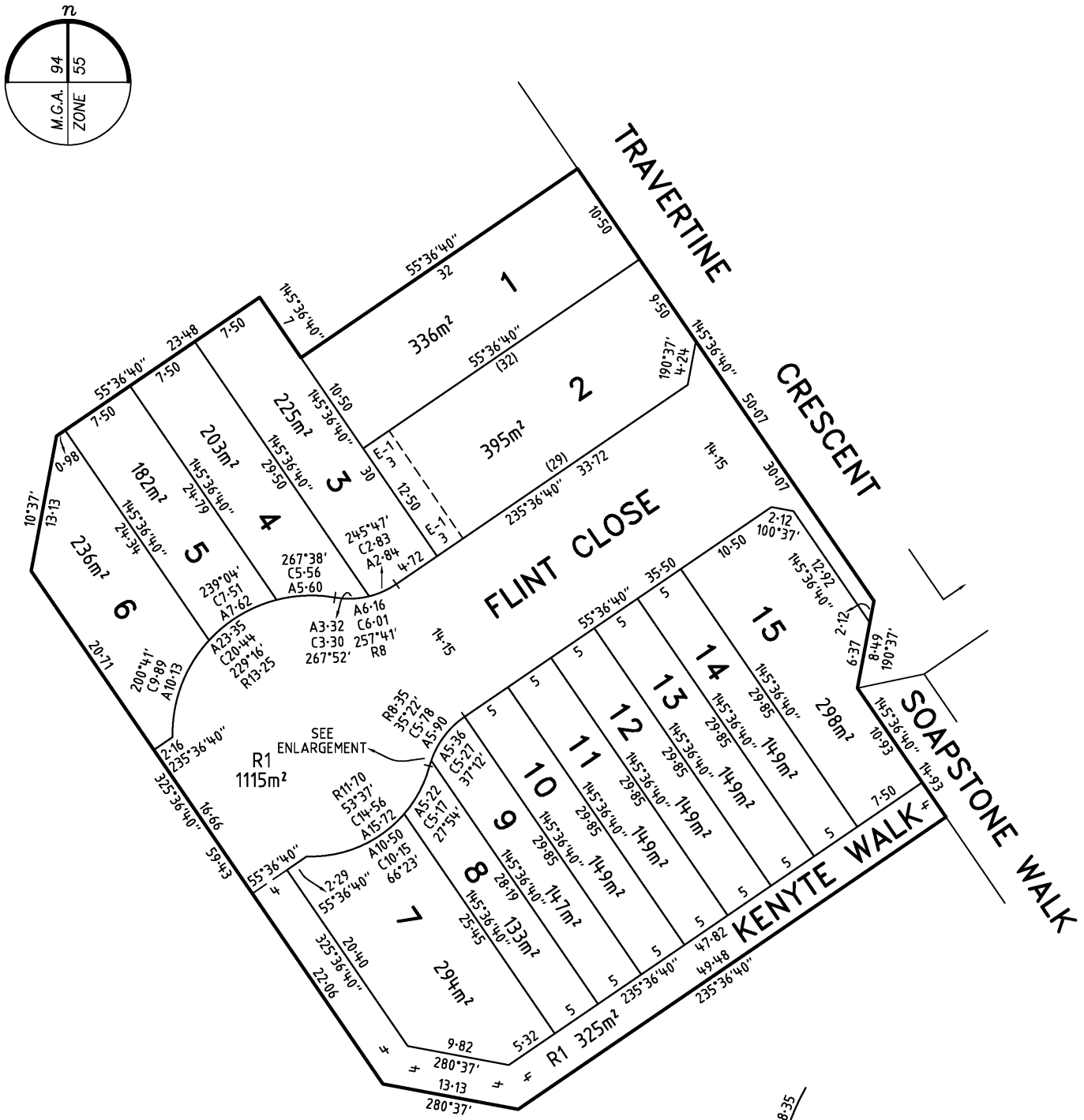
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Signed by Council: Whittlesea City Council, PP Ref: 712895, Cert Ref: 608874, Original Certification: 07/05/2015, Recertification: 26/07/2016, S.O.C.: 23/12/2016

PLAN OF SUBDIVISION

Plan Number

PS 734613W



RIVERSTONE AT PLENTY RIVER – 12C

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 2
SCALE	SHEET SIZE	4 0 8 16	LICENSED SURVEYOR (PRINT) ANDREW J. REAY	
1:400	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29931123 DWG 2993112BC 15/07/16 VERSION C	

Signed by: Scott David Jukes (Bosco Jonson Pty Ltd) Surveyor's Plan Version (C) SPEAR Ref: S065155T 21/07/2016, Amended: 02/02/2017.

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PLAN OF SUBDIVISION

Plan Number
PS 734613W

CREATION OF RESTRICTION No.1

The following Restriction is to be created upon Registration of this plan:

For the purposes of this Restriction:
(a) A dwelling means a house.
(b) A building means any structure except a fence.

Land to benefit: Lots 1 to 15 (all inclusive) on this plan.
Land to be burdened: Lots 1 to 15 (all inclusive) on this plan.

Description of Restriction

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

1. Construct or permit to be constructed more than one dwelling on any burdened lot.

2. Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Riverstone Design Committee as set out in detail in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.

3. Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the National Asset Pty. Ltd. Design Committee and/or the Responsible Authority.

Note:

1) The restrictions specified in paragraphs 1 to 3 (inclusive) shall expire on the 31st December 2018.
2) The provisions of the Whittlesea Planning Scheme, the Plenty River Design Guidelines and Rescode apply to all lots on this plan.

CREATION OF RESTRICTION No.2

The following Restriction is to be created upon Registration of this plan:

TABLE OF LAND BURDENED AND LAND BENEFITTED:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1	2, 3
2	1, 3
3	1, 2, 4
4	3, 5
5	4, 6
6	5
7	8
8	7, 9
9	8, 10
10	9, 11
11	10, 12
12	11, 13
13	12, 14
14	13, 15
15	14

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of memorandum of common provisions registered in dealing no. AA3012 which memorandum of common provisions is incorporated into and by this plan.

RIVERSTONE AT PLENTY RIVER – 12C

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE | SHEET SIZE
/ | A3

SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY
SIGNATURE DIGITALLY SIGNED DATE / /
REF 29931123
DWG 2993112BC
15/07/16 VERSION C

Sheet 3

Signed by: Scott David Jukes (Bosco Jonson Pty Ltd) Surveyor's Plan Version (C) SPEAR Ref: S065155T 21/07/2016, Amended: 02/02/2017.

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Plan of Subdivision PS734613W

Certifying a New Version of an Existing Plan (Form 11)

City of Whittlesea

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S065155T
Plan Number: PS734613W
Responsible Authority Name: Whittlesea City Council
Responsible Authority Permit Ref. No.: 712895
Responsible Authority Certification Ref. No.: 608874
Surveyor's Plan Version: C

Certification

☑ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 07/05/2015

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

○ Has been made and the requirement has not been satisfied at Certification

○ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 23/12/2016)

Digitally signed by Council Delegate:	Courtney Turner
Organisation:	Whittlesea City Council
Date:	26/07/2016

Signed by: Courtney Sheridan Turner (Whittlesea City Council) 26/07/2016

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

Section 181 **Planning and Environment Act 1987**

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	TGM:KZK:5865847
Customer Code:	1167E

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

Land: Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876, Volume 11359 Folio 877

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

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

A copy of the Agreement is attached to this Application

Date: 19.09.12

Signature for Responsible Authority: .....

Name of officer: GEORGE SAKSANAS

Position held: MANAGER STRATEGIC PLANNING & DESIGN

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Maddocks

Date 19 / 9 /2012

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

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Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Plenty River Estate, Precinct 2B Mernda Strategy Plan Area

Purpose: Recognition of credits for land and works in lieu of development contributions

City of Whittlesea
and

National Asset Pty Ltd ACN 118 296 209

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Agreement under Section 173 of the Planning and Environment Act 1987

DATED 19 / 9 / 2012

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Parties

Name	**Whittlesea City Council**
Address	Ferris Boulevard, South Morang, Victoria
Short name	**Council**

Name	**National Asset Pty Ltd** ACN 118 296 209
Address	18 Bowman Street, South Perth, Western Australia
Short name	**Owner**

Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. Council is also the Collecting Agency under the Development Contributions Plan which applies to the Subject Land.

C. The Owner is or is entitled to be the registered proprietor of the Subject Land.

D. The Subject Land is within an area that is being developed for urban purposes.

E. The Owner has or is scheduled to carry out certain works or provide certain land which is funded by the Development Contributions Plan. The Owner is entitled to be recognised by way of a credit in respect of these works or land that has, or is, to be provided.

F. Council and the Owner have agreed on the manner in which the Owner will be paid what is and will become owing to the Owner over the course of the remainder of the development of the Subject Land.

G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

H. The parties enter into this Agreement to:

- record their agreement on the manner in which the Owner is to be credited for works or land carried out or provided in accordance with the Development Contributions Plan; and
- to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

Development Contributions Plan means the *Mernda Strategy Plan Development Contributions Plan* as incorporated in the Planning Scheme.

Instalment Schedule means the Instalment Schedule annexed to this Agreement and marked with the letter "B" for identification.

lot means a lot on the Endorsed Plan.

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.

Subdivision Concept Plans means the two spatial layout plans annexed to this Agreement and marked with the letter "C" for identification.

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 Owner and Council under this Agreement as appropriate.

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

Schedule of Payments and Credits means the Schedule of Payments and Credits annexed to this Agreement and marked with the letter "A" for identification.

Subject Land means the land at 760 & 790 Bridge Inn Road being the whole of the parcel of land described in Certificates of Title Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876 and Volume 11359 Folio 877 and any reference to the Subject Land in this Agreement includes any and each lot created by the subdivision of the Subject Land or any part of it.

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2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. OBLIGATIONS OF THE OWNER

3.1 Specific obligations

The Owner covenants and agrees that:

Agreement to carry out Infrastructure Project

3.1.1 the Schedule of Payments and Credits is an accurate record of:

3.1.1.1 contributions that have been made by the Owner to Council

3.1.1.2 contributions that are due to be made by the Owner to Council

3.1.2 Council will satisfy its obligations to make payments to the Owner in respect of the Owner's entitlements under the Development Contribution Plan by making the payments in accordance with the Instalment Schedule; and

3.1.3 upon the Council making the payments in accordance with the Instalment Schedule, the Owner releases Council from any liability and

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responsibility for any further payments or credits arising from, or referrable to the Development Contributions Plan. Without limiting the generality of this provision, this includes all payments in respect of works carried out on behalf of Council, any land transferred to Council in accordance with the Development Contribution Plan and the provision of any land for open space purposes transferred to Council.

Transfer of Open Space Land to Council

3.1.4 where the Owner is required to transfer land to Council to satisfy its public open space contribution pursuant to the Planning Scheme, other than with the consent of Council the land to be transferred to or vested in Council must accord with the reserves depicted in the Subdivision Concept Plans.

4. OBLIGATIONS OF COUNCIL

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4.1 Credit and other matters

Council agrees that:

4.1.1 the Schedule of Payments and Credits is an accurate record of:

4.1.1.1 contributions that have been made by the Owner to Council

4.1.1.2 contributions that are due to be made by the Owner to Council

4.1.2 it will pay to the Owner the payments specified in the Instalment Schedule at the time or milestone set out in the Instalment Schedule.

4.1.3 if Council fails to make a payment set out in the Instalment Schedule at the time or by the milestone specified in the Instalment Schedule the amount outstanding will accrue interest in the amount prescribed from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act* 1989 until it is paid.

5. AGREED LAND VALUE

5.1 Council and the Owner acknowledge and agree that

5.1.1 the land values established in accordance with the Development Contributions Plan and upon which the Schedules to this Agreement are calculated and prepared replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act* 1986 and the Act in respect of land; and

5.1.2 upon any payment being made to the Owner in accordance with this Agreement no other compensation or amount is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act* 1986 or for any other category of or form of loss or compensation in respect of any land which the Owner has or may provide to Council in satisfaction of or pursuant to this Agreement.

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6. ADJUSTMENT, INDEXATION AND RECONCILIATION

6.1 Council and the Owner acknowledge and agree that the amounts set out in

6.1.1 the Schedule of Payments and Credits, and

6.1.2 the Instalment Schedule

are to be adjusted annually during the operation of this Agreement immediately following the adjustment or indexation of the Development Contributions Plan in accordance with the adjustment and indexation provisions of the Development Contributions Plan. As soon as reasonably practicable following the adjustment or indexation of the Development Contributions Plan, Council will provide the Owner with a certified copy of the adjusted Schedule of Payments and Credits and the adjusted Instalment Schedule and apart from any arithmetic errors contained in those said schedules, the adjusted schedules will deem to form the relevant schedules for the purpose of this Agreement.

6.2 Council and the Owner acknowledge and agree that prior to the issue of the final statement of compliance under the *Subdivision Act 1988* for the Subject Land Council will undertake a reconciliation of the obligations and payments made by each of the parties, prepare a reconciliation statement and provide the reconciliation statement to the Owner. Council and the Owner must use their best endeavours to resolve any differences in the reconciliation statement. Upon the parties reaching agreement on the reconciliation statement, the parties agree that either one of them as the case may be will make the reconciliation payment to the other party within 60 days of the parties agreeing on the reconciliation statement. If the parties are unable to agree on the reconciliation statement, the reconciliation statement and all relevant information shall be submitted to a person jointly appointed by the parties being a recognised expert in preparation of development contribution plans and the determination of that expert shall be final and binding on the parties. The parties shall share equally the costs of the expert. The expert may conduct his or her assessment in any way he or she things appropriate.

7. FURTHER OBLIGATIONS OF THE PARTIES

7.1 Notice and Registration

The Owner covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner covenants and agrees that:

7.2.1 the Owner will do all things necessary to give effect to this Agreement;

7.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or

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procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

8. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

9. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

10.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

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

11. GENERAL MATTERS

11.1 Notices

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

11.1.1 by delivering it personally to that party;

11.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

11.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

11.2 Service of Notice

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A notice or other communication is deemed served:

11.2.1 if delivered, on the next following business day;

11.2.2 if posted, on the expiration of 7 business days after the date of posting; or

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11.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

11.3 No Waiver

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

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

11.5 No Fettering of Council's Powers

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

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12. GST

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

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

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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14. ENDING OF AGREEMENT

14.1 This Agreement ends when the Owner has complied with all of its obligations under this Agreement.

14.2 If the Owner asks Council to remove the registration of this Agreement as against any part of the Subject Land, Council may consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction.

14.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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

.....

Delegate

THE COMMON SEAL OF THE WHITTLESEA CITY COUNCIL

Executed by ~~The Common Seal of~~ **National Asset Pty Ltd ACN 118 296 209** ~~was affixed in the presence of authorised persons:~~ in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:

.....

Director

.....

Full name

13 BELLEVUE TCE, SUNBURY VIC

Usual address

.....

~~Director~~ (or Company Secretary)

Rossmore James Carmichael

Full name

52 BENTING RD, WEMBLEY DOWNS, WA

Usual address

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Mortgagee's Consent

National Australia Bank Limited as Mortgagee under Instruments of mortgage No's AH905397R and AJ589365U and any other mortgage held by the said Mortgagee affecting the Subject Land 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.

.....

Executed by NATIONAL AUSTRALIA BANK LIMITED by being signed by its Attorney CHRISTOPHER JAMES GALE who holds the position of Level 3 Attorney under Power of Attorney No K117403 in the presence of:

Signature: .....

Name: KYLIE ALLAN

Address: C/- NAB 100 ST GEORGE TCE, PERTH

Office Held: MANAGER

NATIONAL AUSTRALIA BANK LIMITED
By its Attorney

.....

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Annexure "A"
Schedule of Payments and Credits

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ANNEXURE "A" SCHEDULE OF PAYMENTS AND CREDITS

CHARGES	Developable Hectares	Roads	Public Transport	Unencumbered open Space	Community and Indoor Recreation Facilities	Outdoor Active Recreation	Community Development	Off-Road Pedestrian & Cycle trails	TOTAL
Stage 1 (2008 rates)	*9.07*	*$161,346.13*	*$10,434.88*	*$419,498.52*	*$93,965.44*	*$35,998.51*	*$0.00*	*$7,463.39*	*$726,706.86*
Stage 2 (2009 rates)	*3.845*	*$71,106.81*	*$4,423.61*	*$177,835.92*	*$40,401.11*	*$15,506.36*	*$0.00*	*$3,311.04*	*$312,584.85*
Stage 3 (2010 rates)	*3.456*	*$66,263.16*	*$4,890.57*	*$196,608.36*	*$38,782.40*	*$13,937.58*	*$0.00*	*$2,976.06*	*$323,458.13*
Stage 4 (2010 rates)	6.094	$116,842.51	$8,623.58	$346,681.52	$68,385.40	$24,576.28	$0.00	$5,247.72	$570,357.02
Stage 5 (2010 rates)	*4.011*	*$76,904.38*	*$5,675.94*	*$228,181.75*	*$45,010.48*	*$16,175.82*	*$0.00*	*$3,453.99*	*$375,402.36*
Stage 6 (2010 rates)	*5.058*	*$96,978.90*	*$7,157.55*	*$287,744.53*	*$56,759.66*	*$20,398.23*	*$0.00*	*$4,355.59*	*$473,394.45*
MD Site (2011 rates)	5.372	$109,105.58	$8,652.47	$347,842.65	$64,769.69	$22,939.52	$0.00	$4,724.19	$558,034.11
Sub-Total for Property 1 (Vantage Point DP)	36.906	$698,547.48	$49,858.60	$2,004,393.24	$406,074.19	$149,532.30	$0.00	$31,531.98	$3,339,937.79
Stage 7 (2011 rates)	*6.635*	*$134,757.18*	*$10,686.73*	*$429,623.23*	*$79,997.56*	*$28,332.79*	*$0.00*	*$5,834.89*	*$689,232.37*
Stage 8 (2011 rates)	*9.405*	*$191,016.01*	*$15,148.26*	*$608,983.64*	*$113,395.19*	*$40,161.25*	*$0.00*	*$8,270.85*	*$976,975.20*
Stage 9 (draft 2011 rates - subject to change)	2.754	$55,933.88	$4,435.76	$178,324.40	$33,204.72	$11,760.14	$0.00	$2,421.90	$286,080.78
Stage 10 (draft 2011 rates - subject to change)	4.561	$92,634.13	$7,346.22	$295,329.55	$54,991.54	$19,476.39	$0.00	$4,010.99	$473,788.83
Stage 11 (draft 2011 rates - subject to change)	0.597	$12,125.10	$961.56	$38,656.38	$7,197.97	$2,549.31	$0.00	$525.01	$62,015.33
Stage 12 (draft 2011 ratess - subject to change)	11.9815	$243,344.86	$19,298.13	$775,814.72	$144,459.80	$51,163.42	$0.00	$10,536.65	$1,244,617.59
Stage 13 (draft 2011 rates - subject to change)	3.284	$66,698.20	$5,289.41	$212,642.45	$39,594.88	$14,023.34	$0.00	$2,887.98	$341,136.26
Stage 14 (draft 2011 rates - subject to change)	4.042	$82,093.22	$6,510.29	$261,723.75	$48,734.01	$17,260.16	$0.00	$3,554.58	$419,876.00
Stage 15 (draft 2011 rates - subject to change)	4.768	$96,838.31	$7,679.63	$308,733.01	$57,487.32	$20,360.32	$0.00	$4,193.03	$495,291.63
Stage 16 (draft 2011 ratess - subject to change)	1.968	$39,970.18	$3,169.78	$127,430.07	$23,727.99	$8,403.76	$0.00	$1,730.68	$204,432.45
Stage 17 (draft 2011 rates - subject to change)	2.817	$57,213.41	$4,537.23	$182,403.71	$33,964.30	$12,029.16	$0.00	$2,477.30	$292,625.11
Stage 18 (draft 2011 rates - subject to change)	1.817	$36,903.16	$2,926.57	$117,652.66	$21,907.40	$7,758.96	$0.00	$1,597.89	$188,746.83
Stage 19 (draft 2011 rates - subject to change)	2.848	$57,843.02	$4,587.16	$184,410.99	$34,338.06	$12,161.54	$0.00	$2,504.56	$295,845.34
Stage 20 (draft 2011 rates - subject to change)	2.508	$50,937.60	$4,039.54	$162,395.64	$30,238.72	$10,709.67	$0.00	$2,205.56	$260,526.72
Stage 21 (draft 2011 rates - subject to change)	1.769	$35,928.48	$2,849.26	$114,544.61	$21,328.66	$7,553.99	$0.00	$1,555.68	$183,760.67
Stage 22 (draft 2011 rates - subject to change)	2.006	$40,741.96	$3,230.98	$129,890.61	$24,186.15	$8,566.03	$0.00	$1,764.10	$208,379.83
Stage 23 (draft 2011 rates - subject to change)	4.129	$83,860.19	$6,650.42	$267,357.09	$49,782.96	$17,631.66	$0.00	$3,631.08	$428,913.41
Stage 24 (draft 2011 rates - subject to change)	1.393	$28,291.90	$2,243.65	$90,198.21	$16,795.27	$5,948.39	$0.00	$1,225.02	$144,702.44
Stage 25 (draft 2011 rates - subject to change)	6.405	$130,085.87	$10,316.28	$414,730.49	$77,224.47	$27,350.64	$0.00	$5,632.62	$665,340.37
Sub-Total for Property 2 (Ashley Park DP)	75.6875	$1,537,216.85	$121,906.86	$4,900,845.22	$912,556.97	$323,200.91	$0.00	$66,560.35	$7,862,287.16
Sub-Total Charges	112.5935	$2,235,764.33	$171,765.46	$6,905,238.45	$1,318,631.16	$472,733.21	$0.00	$98,092.33	$11,202,224.94
CREDITS									
Land for Bridge Inn Road widening (stage 1)	*0.5779*	*$355,408.50*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$355,408.50*
Shared trails in property 1 (as per MSP - to be confirmed) - credited to Stage 4	*1460*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$172,280.00*	*$172,280.00*
Land for open space in Stage 4	*1.2858*	*$0.00*	*$0.00*	*$790,767.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$790,767.00*
Remainder of creditable open space in property 1 (as per MSP) - linked to MD site	2.7871	$0.00	$0.00	$1,950,970.00	$0.00	$0.00	$0.00	$0.00	$1,950,970.00
Sub-Total for Property 1 (Vantage Point DP)	N/A	$355,408.50	$0.00	$2,741,737.00	$0.00	$0.00	$0.00	$172,280.00	$3,269,425.50
Land for Bridge Inn Road widening (stage 7)	*0.2391*	*$167,370.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$167,370.00*
Land for open space in Stage 7	*0.2896*	*$0.00*	*$0.00*	*$202,720.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$202,720.00*
Land for open space in Stage 8	*4.3*	*$0.00*	*$0.00*	*$3,010,000.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$3,010,000.00*
Remainder of creditable open space in property 2 (as per MSP)	10.8052	$0.00	$0.00	$7,563,640.00	$0.00	$0.00	$0.00	$0.00	$7,563,640.00
Land for CAC site (Stage 25)	0.7639	$0.00	$0.00	$534,730.00	$0.00	$0.00	$0.00	$0.00	$534,730.00
Shared trails in Stage 8	*219*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$25,842.00*	*$25,842.00*
Shared trails in property 2 (as per MSP - to be confirmed) - credited to Stage 25	636	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,048.00	$75,048.00
Sub-Total for Property 2 (Ashley Park DP)	N/A	$167,370.00	$0.00	$11,311,090.00	$0.00	$0.00	$0.00	$100,890.00	$11,579,350.00
Sub-Total Credits	N/A	$522,778.50	$0.00	$14,052,827.00	$0.00	$0.00	$0.00	$273,170.00	$14,848,775.50
Total position across Property 1 (Vantage Point DP)	N/A	$343,138.98	$49,858.60	$737,343.76	$406,074.19	$149,532.30	$0.00	$140,748.02	$70,512.29
Total position across Property 2 (Ashley Park DP)	N/A	$1,369,446.35	$121,906.86	-$6,410,244.78	$912,556.97	$323,200.91	$0.00	$34,329.65	-$3,717,062.84
Total position across Plenty River Estate		$1,712,985.33	$171,765.46	-$7,147,588.55	$1,318,631.16	$472,733.21	$0.00	-$175,077.67	-$3,646,550.56

	2008	2009	2010	2011
Land value per ha	$500,000	$500,000	$615,000	$700,000
Linear rate for shared trails	N/A	N/A	$118	$118

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Annexure "B"
Instalment Schedule

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ANNEXURE "B" INSTALMENT SCHEDULE

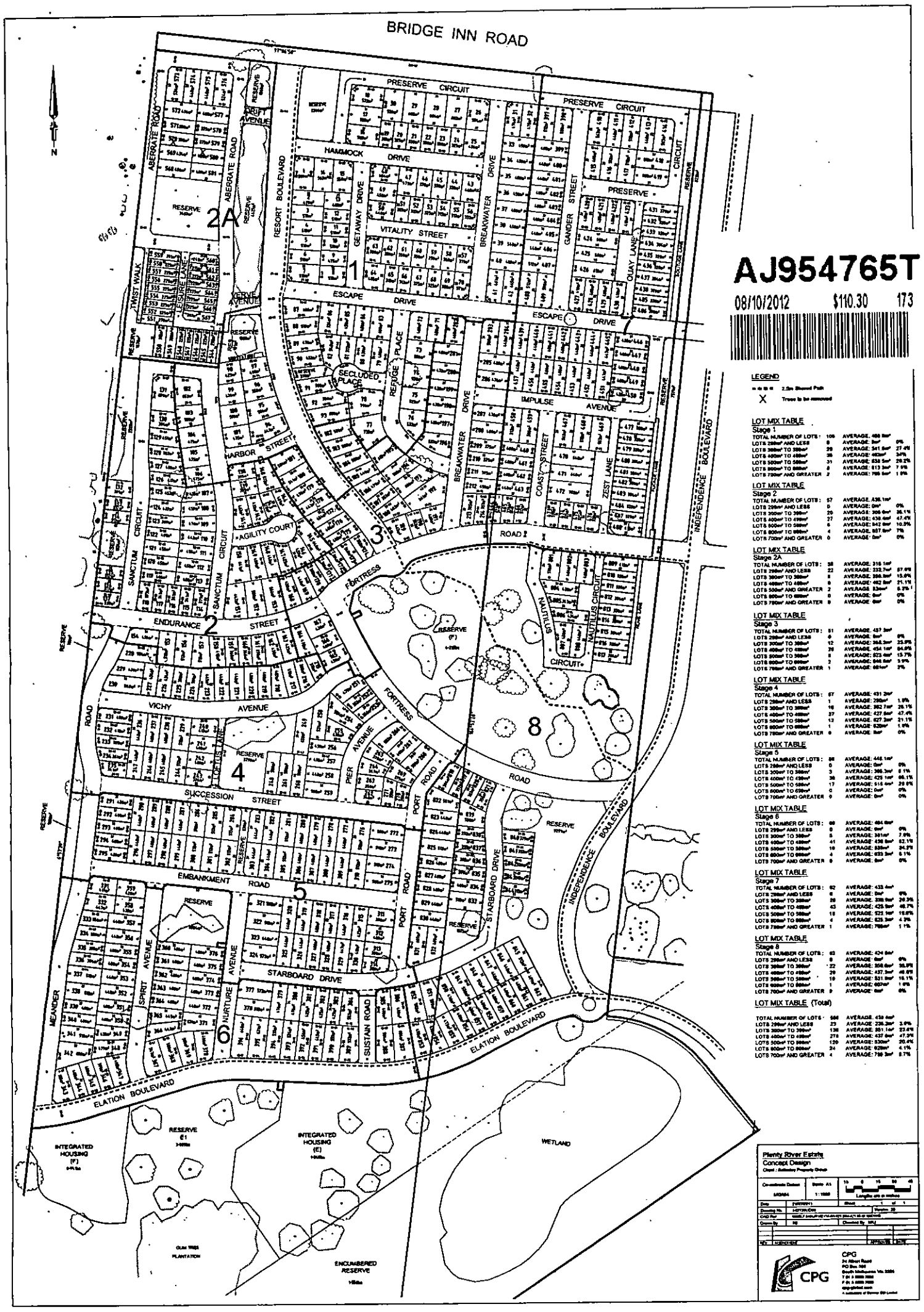
Agreed Payment Plan:	Stage by stage breakdown	Payments made by Satterley to date	Adjustment Amount	Payment Plan	Notes
VANTAGE POINT DEVELOPMENT PLAN LAND					
Stage 1:	*$371,298.36*			*$0.00*	*Levy linked to Stage 5*
Stage 2:	*$312,584.85*	*$798,115.83*		*$0.00*	*Levy linked to Stage 6*
Stage 3:	*$642,600.51*			*$0.00*	*Levy linked to Stage 7*
Stage 4:	*-$392,689.98*			*$0.00*	*Levy linked Stage 8*
Stage 5:	*$375,402.36*	*$763,922.67*	*-$17,221.95*	*$746,700.72*	*Paid by Satterley for Stages 1&5. Incorrect charge amount to be rectified in Stage 8.*
Stage 6:	*$473,394.45*	*$798,115.83*	*-$12,136.53*	*$785,979.30*	*Paid by Satterley for Stages 2&6. Incorrect charge amount to be rectified in Stage 8.*
MD site (subject to change, for information only):	-$1,392,935.89			-$1,392,935.89	Payment by Council to Satterleys on first payment cycle after execution of Section 173 Agreement
ASHLEY PARK DEVELOPMENT PLAN LAND					
Stage 7:	*$319,142.37*	*$624,020.69*	*$18,579.82*	*$642,600.51*	*Paid by Satterley for Stages 3&7. Incorrect charge amount to be rectified in Stage 8.*
Stage 8:	-$2,058,866.80			-$2,462,335.44	Payment by Council to Satterleys on first available payment cycle after 1 October 2012
Stage 9:	$286,080.78			$0.00	Levy linked to Stage 12
Stage 10:	$473,788.83			$0.00	Levy linked to Stage 12
Stage 11:	$62,015.33			$0.00	Levy linked to Stage 12
Stage 12:	-$7,277,559.22			-$2,032,900.79	Payment by Council to Satterleys on first pay cycle after 1 July 2013 to offset contributions owing for future Stages 9-24.
Stage 13	$341,136.26			$0.00	Levy linked to Stage 12
Stage 14:	$419,876.00			$0.00	Levy linked to Stage 12
Stage 15:	$495,291.63			$0.00	Levy linked to Stage 12
Stage 16:	$204,432.45			$0.00	Levy linked to Stage 12
Stage 17:	$292,625.11			$0.00	Levy linked to Stage 12
Stage 18:	$188,746.83			$0.00	Levy linked to Stage 12
Stage 19:	$295,845.34			$0.00	Levy linked to Stage 12
Stage 20:	$260,526.72			$0.00	Levy linked to Stage 12
Stage 21:	$183,760.67			$0.00	Levy linked to Stage 12
Stage 22:	$208,379.83			$0.00	Levy linked to Stage 12
Stage 23:	$428,913.41			$0.00	Levy linked to Stage 12
Stage 24	$144,702.44			$0.00	Levy linked to Stage 12
Stage 25	$55,562.37			$55,562.37	Payment by Satterley plus final reconcilation of figures

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Annexure "C"
Subdivision Concept Plans

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LEGEND
2.5m Shared Path
X Trees to be removed

LOT MIX TABLE
Stage 1

TOTAL NUMBER OF LOTS :	109	AVERAGE: 469.9m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	9	AVERAGE: 341.8m²	27.4%
LOTS 400m² TO 499m²	38	AVERAGE: 462m²	34%
LOTS 500m² TO 599m²	31	AVERAGE: 538.5m²	28.2%
LOTS 600m² TO 699m²	3	AVERAGE: 613.3m²	7.9%
LOTS 700m² AND GREATER	2	AVERAGE: 705.5m²	1.8%

LOT MIX TABLE
Stage 2

TOTAL NUMBER OF LOTS :	57	AVERAGE: 436.1m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	20	AVERAGE: 358.6m²	35.1%
LOTS 400m² TO 499m²	27	AVERAGE: 438.6m²	47.4%
LOTS 500m² TO 599m²	6	AVERAGE: 542.6m²	10.5%
LOTS 600m² TO 699m²	4	AVERAGE: 657.5m²	7%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE
Stage 2A

TOTAL NUMBER OF LOTS :	35	AVERAGE: 316.1m²	
LOTS 299m² AND LESS	22	AVERAGE: 282.7m²	67.9%
LOTS 300m² TO 399m²	5	AVERAGE: 356.5m²	15.6%
LOTS 400m² TO 499m²	6	AVERAGE: 462.5m²	21.1%
LOTS 500m² AND GREATER	2	AVERAGE: 535m²	5.7%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE
Stage 3

TOTAL NUMBER OF LOTS :	51	AVERAGE: 437.3m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	12	AVERAGE: 354.5m²	23.5%
LOTS 400m² TO 499m²	39	AVERAGE: 454.1m²	64.8%
LOTS 500m² TO 599m²	7	AVERAGE: 523.4m²	13.7%
LOTS 600m² TO 699m²	2	AVERAGE: 646.5m²	3.9%
LOTS 700m² AND GREATER	1	AVERAGE: 661m²	2%

LOT MIX TABLE
Stage 4

TOTAL NUMBER OF LOTS :	57	AVERAGE: 431.2m²	
LOTS 299m² AND LESS	1	AVERAGE: 299m²	1.8%
LOTS 300m² TO 399m²	16	AVERAGE: 362.7m²	28.1%
LOTS 400m² TO 499m²	37	AVERAGE: 427.8m²	47.4%
LOTS 500m² TO 599m²	12	AVERAGE: 527.3m²	21.1%
LOTS 600m² TO 699m²	1	AVERAGE: 620m²	1.8%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE
Stage 5

TOTAL NUMBER OF LOTS :	86	AVERAGE: 446.1m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	5	AVERAGE: 366.3m²	6.1%
LOTS 400m² TO 499m²	38	AVERAGE: 439.6m²	66.1%
LOTS 500m² TO 599m²	17	AVERAGE: 515.4m²	20.8%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE
Stage 6

TOTAL NUMBER OF LOTS :	66	AVERAGE: 484.6m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	5	AVERAGE: 361m²	7.6%
LOTS 400m² TO 499m²	41	AVERAGE: 436.8m²	62.1%
LOTS 500m² TO 599m²	19	AVERAGE: 525.8m²	28.8%
LOTS 600m² TO 699m²	1	AVERAGE: 633.3m²	1.5%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE
Stage 7

TOTAL NUMBER OF LOTS :	62	AVERAGE: 433.4m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	20	AVERAGE: 338.9m²	32.3%
LOTS 400m² TO 499m²	43	AVERAGE: 425.5m²	69.3%
LOTS 500m² TO 599m²	10	AVERAGE: 523.1m²	15.6%
LOTS 600m² TO 699m²	4	AVERAGE: 625.3m²	4.3%
LOTS 700m² AND GREATER	1	AVERAGE: 700m²	1.1%

LOT MIX TABLE
Stage 8

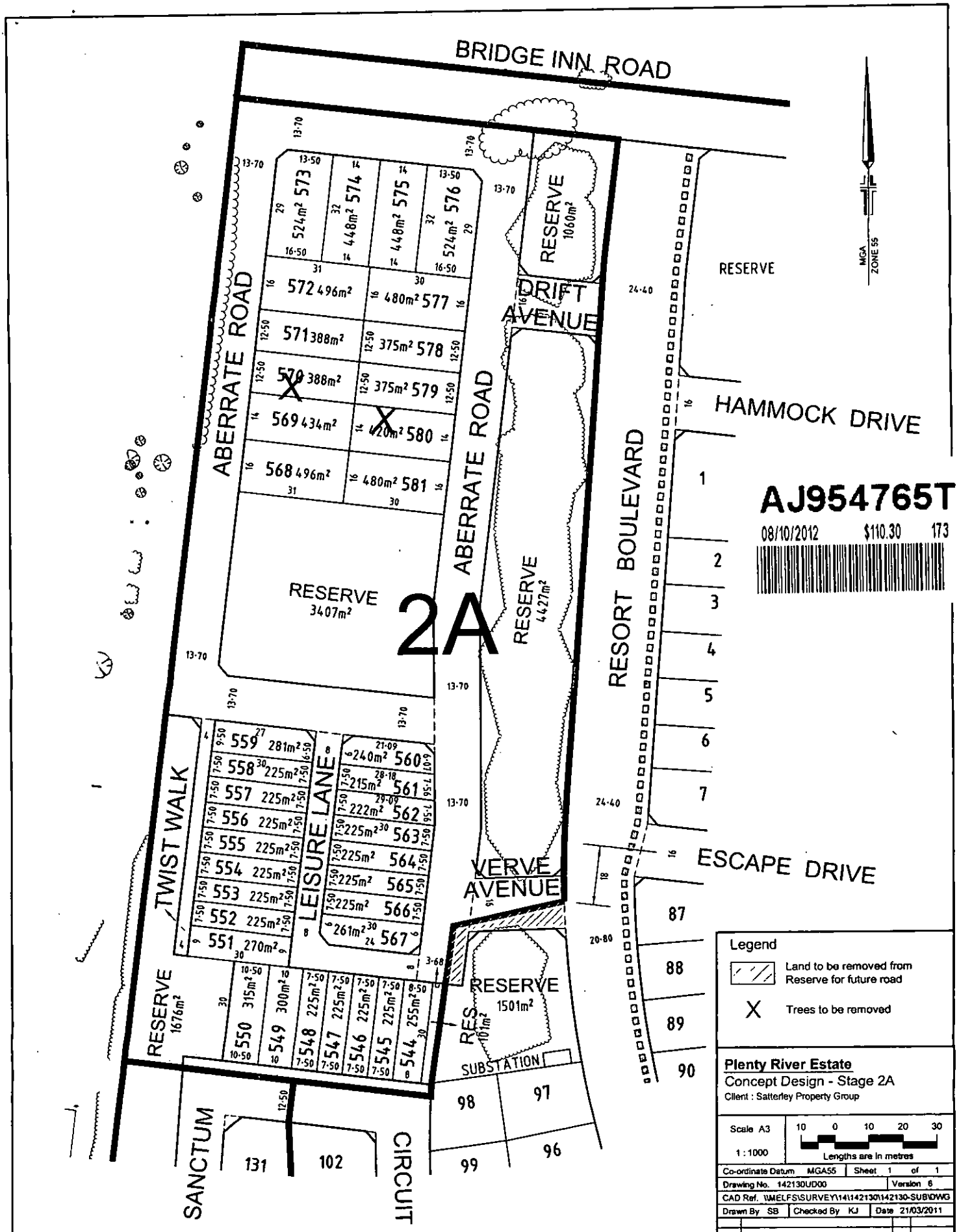
TOTAL NUMBER OF LOTS :	63	AVERAGE: 424.6m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	22	AVERAGE: 358.6m²	35.9%
LOTS 400m² TO 499m²	29	AVERAGE: 437.7m²	46.9%
LOTS 500m² TO 599m²	10	AVERAGE: 531.9m²	16.1%
LOTS 600m² TO 699m²	1	AVERAGE: 650m²	1.6%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE (Total)

TOTAL NUMBER OF LOTS :	588	AVERAGE: 439.6m²	
LOTS 299m² AND LESS	23	AVERAGE: 236.3m²	3.9%
LOTS 300m² TO 399m²	136	AVERAGE: 351.1m²	23.1%
LOTS 400m² TO 499m²	278	AVERAGE: 437.9m²	47.3%
LOTS 500m² TO 599m²	120	AVERAGE: 530m²	20.4%
LOTS 600m² TO 699m²	24	AVERAGE: 623m²	4.1%
LOTS 700m² AND GREATER	4	AVERAGE: 760.3m²	0.7%

Plenty River Estate
Concept Design
Client: Australian Property Group
Coordinate Datum: MGA94
Scale: A1 1:1000
Lengths are in metres
Date: 23/07/2012
Sheet: 1 of 1
Drawing No.: 1-07720-CON1
Version: 05
CAD File: N:\Projects\1-07720-APG\Drawings\1-07720-CON1.dwg
Drawn By: NB
Checked By: MRJ
REV: AMENDMENT
APPROVED: DATE
CPG
54 Albert Road
PO Box 500
South Melbourne Vic 3205
T (03) 9686 0800
F (03) 9686 0808
cpg@cpg.com.au
CPG

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Legend
- Land to be removed from Reserve for future road
- X Trees to be removed

Plenty River Estate
Concept Design - Stage 2A
Client : Satterley Property Group

Scale A3 1:1000	Lengths are in metres (10 0 10 20 30)		
Co-ordinate Datum MGA55	Sheet 1 of 1		
Drawing No. 142130UD00	Version 6		
CAD Ref. \\MELFS\SURVEY\14\142130\142130-SUB\DWG			
Drawn By SB	Checked By KJ	Date 21/03/2011	

REV	AMENDMENT	APPROVED	DATE

CPG
24 Albert Road
PO Box 305
South Melbourne Vic 3205
T 61 3 9993 7888
F 61 3 9993 7889
cpg.global.com

LOT MIX TABLE

TOTAL NUMBER OF LOTS :	38	AVERAGE: 316.1m²	
LOTS 299m² AND LESS	22	AVERAGE: 232.7m²	57.9%
LOTS 300m² TO 399m²	6	AVERAGE: 356.8m²	15.8%
LOTS 400m² TO 499m²	8	AVERAGE: 462.8m²	21.1%
LOTS 500m² AND GREATER	2	AVERAGE: 524m²	5.3%

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08/10/2012 $110.30 173



LOT MIX TABLE Stage 9 - Area : 2.754ha

TOTAL NUMBER OF LOTS :	40	AVERAGE: 428.2m²	
LOTS 299m² AND LESS	4	AVERAGE: 270m²	10%
LOTS 300m² TO 399m²	4	AVERAGE: 355.8m²	10%
LOTS 400m² TO 499m²	28	AVERAGE: 436.1m²	68%
LOTS 500m² TO 599m²	5	AVERAGE: 516.6m²	12.5%
LOTS 600m² TO 699m²	1	AVERAGE: 612m²	2.5%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE Stage 13 - Area : 3.284ha

TOTAL NUMBER OF LOTS :	36	AVERAGE: 429.5m²	
LOTS 299m² AND LESS	4	AVERAGE: 274.3m²	16.9%
LOTS 300m² TO 399m²	7	AVERAGE: 345.6m²	16.4%
LOTS 400m² TO 499m²	21	AVERAGE: 439.2m²	55.3%
LOTS 500m² TO 599m²	5	AVERAGE: 519.4m²	13.2%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	1	AVERAGE: 787m²	2.9%

LOT MIX TABLE Stage 17 - Area : 2.017ha

TOTAL NUMBER OF LOTS :	37	AVERAGE: 506.5m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	2	AVERAGE: 328m²	5.4%
LOTS 400m² TO 499m²	11	AVERAGE: 458.6m²	29.7%
LOTS 500m² TO 599m²	21	AVERAGE: 531m²	56.8%
LOTS 600m² TO 699m²	2	AVERAGE: 623m²	5.4%
LOTS 700m² AND GREATER	1	AVERAGE: 702m²	2.7%

LOT MIX TABLE Stage 21 - Area : 1.799ha

TOTAL NUMBER OF LOTS :	24	AVERAGE: 508.5m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	0	AVERAGE: 0m²	0%
LOTS 400m² TO 499m²	8	AVERAGE: 448.9m²	33.3%
LOTS 500m² TO 599m²	15	AVERAGE: 529.9m²	62.5%
LOTS 600m² TO 699m²	1	AVERAGE: 617m²	4.2%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE Stage 25 - Area : 0.400ha

TOTAL NUMBER OF LOTS :	33	AVERAGE: 223.6m²	
LOTS 299m² AND LESS	30	AVERAGE: 203.7m²	90.9%
LOTS 300m² TO 399m²	1	AVERAGE: 352m²	3%
LOTS 400m² TO 499m²	1	AVERAGE: 427m²	3%
LOTS 500m² TO 599m²	1	AVERAGE: 501m²	3%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE Stage 10 - Area : 4.881ha

TOTAL NUMBER OF LOTS :	68	AVERAGE: 427.8m²	
LOTS 299m² AND LESS	7	AVERAGE: 266.1m²	10.3%
LOTS 300m² TO 399m²	15	AVERAGE: 351.8m²	22.1%
LOTS 400m² TO 499m²	31	AVERAGE: 436m²	45.6%
LOTS 500m² TO 599m²	12	AVERAGE: 529.6m²	17.6%
LOTS 600m² TO 699m²	1	AVERAGE: 613m²	1.5%
LOTS 700m² AND GREATER	2	AVERAGE: 722m²	2.9%

LOT MIX TABLE Stage 14 - Area : 4.042ha

TOTAL NUMBER OF LOTS :	53	AVERAGE: 388.6m²	
LOTS 299m² AND LESS	11	AVERAGE: 285.4m²	20.8%
LOTS 300m² TO 399m²	17	AVERAGE: 357.6m²	32.1%
LOTS 400m² TO 499m²	19	AVERAGE: 427.5m²	35.8%
LOTS 500m² TO 599m²	4	AVERAGE: 532.6m²	7.5%
LOTS 600m² TO 699m²	2	AVERAGE: 673.5m²	3.8%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE Stage 18 - Area : 1.917ha

TOTAL NUMBER OF LOTS :	25	AVERAGE: 473.8m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	5	AVERAGE: 345.6m²	20%
LOTS 400m² TO 499m²	10	AVERAGE: 446.7m²	40%
LOTS 500m² TO 599m²	9	AVERAGE: 546.6m²	36%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	1	AVERAGE: 706m²	4%

LOT MIX TABLE Stage 22 - Area : 2.008ha

TOTAL NUMBER OF LOTS :	34	AVERAGE: 423.1m²	
LOTS 299m² AND LESS	1	AVERAGE: 294m²	2.9%
LOTS 300m² TO 399m²	11	AVERAGE: 356.4m²	32.4%
LOTS 400m² TO 499m²	15	AVERAGE: 434.8m²	44.1%
LOTS 500m² TO 599m²	6	AVERAGE: 518m²	17.6%
LOTS 600m² TO 699m²	1	AVERAGE: 606m²	2.9%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE OVERALL LOTS - Total Area 68.15ha

TOTAL NUMBER OF LOTS :	625	AVERAGE: 442.3m²	
LOTS 299m² AND LESS	69	AVERAGE: 236.3m²	11%
LOTS 300m² TO 399m²	117	AVERAGE: 348.6m²	18.7%
LOTS 400m² TO 499m²	261	AVERAGE: 438.8m²	41.8%
LOTS 500m² TO 599m²	135	AVERAGE: 529.9m²	21.6%
LOTS 600m² TO 699m²	22	AVERAGE: 637.7m²	3.5%
LOTS 700m² AND GREATER	21	AVERAGE: 808.8m²	3.4%

LOT MIX TABLE Stage 11 - Area : 0.597ha

TOTAL NUMBER OF LOTS :	11	AVERAGE: 473.9m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	3	AVERAGE: 375.7m²	27.3%
LOTS 400m² TO 499m²	6	AVERAGE: 456m²	54.5%
LOTS 500m² TO 599m²	0	AVERAGE: 0m²	0%
LOTS 600m² TO 699m²	1	AVERAGE: 624m²	9.1%
LOTS 700m² AND GREATER	1	AVERAGE: 762m²	9.1%

LOT MIX TABLE Stage 15 - Area : 4.769ha

TOTAL NUMBER OF LOTS :	41	AVERAGE: 463.2m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	6	AVERAGE: 353.3m²	19.5%
LOTS 400m² TO 499m²	20	AVERAGE: 442.9m²	48.8%
LOTS 500m² TO 599m²	10	AVERAGE: 535.1m²	24.4%
LOTS 600m² TO 699m²	3	AVERAGE: 655.3m²	7.3%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE Stage 19 - Area : 2.048ha

TOTAL NUMBER OF LOTS :	43	AVERAGE: 408.7m²	
LOTS 299m² AND LESS	5	AVERAGE: 261.4m²	11.6%
LOTS 300m² TO 399m²	12	AVERAGE: 346.1m²	27.9%
LOTS 400m² TO 499m²	22	AVERAGE: 443.5m²	51.2%
LOTS 500m² TO 599m²	3	AVERAGE: 533m²	7%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	1	AVERAGE: 603m²	2.3%

LOT MIX TABLE Stage 23 - Area : 4.129ha

TOTAL NUMBER OF LOTS :	48	AVERAGE: 497.8m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	2	AVERAGE: 336m²	4.2%
LOTS 400m² TO 499m²	25	AVERAGE: 441.3m²	52.1%
LOTS 500m² TO 599m²	14	AVERAGE: 522.8m²	29.2%
LOTS 600m² TO 699m²	4	AVERAGE: 644m²	8.3%
LOTS 700m² AND GREATER	3	AVERAGE: 765m²	6.3%

LOT MIX TABLE Stage 12 - Area : 20.469ha

TOTAL NUMBER OF LOTS :	80	AVERAGE: 362.5m²	
LOTS 299m² AND LESS	7	AVERAGE: 230.1m²	11.7%
LOTS 300m² TO 399m²	29	AVERAGE: 338.8m²	48.3%
LOTS 400m² TO 499m²	23	AVERAGE: 415.6m²	38.3%
LOTS 500m² TO 599m²	0	AVERAGE: 0m²	0%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	1	AVERAGE: 720m²	1.7%

LOT MIX TABLE Stage 16 - Area : 1.969ha

TOTAL NUMBER OF LOTS :	20	AVERAGE: 848.5m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	0	AVERAGE: 0m²	0%
LOTS 400m² TO 499m²	2	AVERAGE: 400m²	10%
LOTS 500m² TO 599m²	7	AVERAGE: 563.3m²	35%
LOTS 600m² TO 699m²	3	AVERAGE: 652.3m²	15%
LOTS 700m² AND GREATER	8	AVERAGE: 781.1m²	40%

LOT MIX TABLE Stage 20 - Area : 2.508ha

TOTAL NUMBER OF LOTS :	33	AVERAGE: 484.6m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	2	AVERAGE: 364m²	5.7%
LOTS 400m² TO 499m²	14	AVERAGE: 443.3m²	48%
LOTS 500m² TO 599m²	18	AVERAGE: 525.7m²	54.3%
LOTS 600m² TO 699m²	0	AVERAGE: 0m²	0%
LOTS 700m² AND GREATER	0	AVERAGE: 0m²	0%

LOT MIX TABLE Stage 24 - Area : 1.393ha

TOTAL NUMBER OF LOTS :	15	AVERAGE: 529.1m²	
LOTS 299m² AND LESS	0	AVERAGE: 0m²	0%
LOTS 300m² TO 399m²	0	AVERAGE: 0m²	0%
LOTS 400m² TO 499m²	7	AVERAGE: 456.3m²	46.7%
LOTS 500m² TO 599m²	4	AVERAGE: 528.6m²	26.7%
LOTS 600m² TO 699m²	3	AVERAGE: 641.3m²	20%
LOTS 700m² AND GREATER	1	AVERAGE: 700m²	6.7%

Plenty River Estate
Concept Design - Stages 9 - 25
Client : Satterley Property Group

Co-ordinate Datum	Scale: A1	25 0 25 50 75
MGA56	1 : 2500	Lengths are in metres

Date	30/09/2011	Sheet	1 of 1
Drawing No.	14213R_CD9	Version	3
CAD Ref	M:\SLP_RIVER\PLY\14-01\3D\14213R_CD9.DWG		
Drawn By	BB	Checked By	LRJ

REV	AMENDMENT	APPROVED	DATE

CPG
466 La Trobe Street
Melbourne Vic 3000
T (61 3) 9660 7666
F (61 3) 9663 7666
cpg@cpg.com.au

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AL253647R

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

Section 181 **Planning and Environment Act 1987**

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Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	KAL:LXE:A01C:5911477
Customer Code:	1167E

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

Land: Volume 11453 Folio 986 Volume 11453 Folio 987 Volume 11453 Folio 997

Volume 11454 Folio 024 Volume 11454 Folio 110 Volume 11454 Folio 114 Volume 11454 Folio 117

Volume 11454 Folio 118 Volume 11454 Folio 120 Volume 11454 Folio 121 Volume 11454 Folio 144

Volume 11454 Folio 145 Volume 11454 Folio 149

Volume 11498 Folio 689

Responsible Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for Responsible Authority: .....

Name of officer: ROGER SUCIC

Position held: MANAGER GADA

Date: 11/7/2014

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AL253647R

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date 16 / 7 / 2014

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: part of 61B Orchard Road, Doreen

Whittlesea City Council
and

National Asset Pty Ltd
ACN **118 296 209**

Interstate offices
Canberra Sydney

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

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AL253647R

Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

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

Name	**National Asset Pty Ltd ACN 118 296 209**
Address	18 Bowman Street, South Perth, Western Australia
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 17 of the Planning Permit.

D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

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

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

Current Address means:

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(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

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

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

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

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

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

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

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

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

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

Planning Permit means planning permit no. 712895, as amended from time to time, issued on 1 July 2011, authorising:

(a) multi lot subdivision of (Plenty River Estate - Southern Section); and

(b) removal of native vegetation and construction of a dwelling on each lot (including lots less than 300m^2) on,

the Subject Land, in accordance with the Endorsed Plan.

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

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

Subject Land means part of the land situated at part of 61B Orchard Road, Doreen being all of the land referred to in Schedule 1, and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

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

3. Purposes of Agreement

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

3.1 give effect to the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

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5. Agreement required

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

6. Owner's specific obligations

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

6.1 at the full cost of the Owner; and

6.2 to the satisfaction of Council.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

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

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

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

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

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

7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

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

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7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.5 Interest for overdue money

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

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

7.6 Notification of compliance with Owner's obligations

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

8. Agreement under section 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

10.1 give effect to this Agreement; and

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

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

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

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

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

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Governing law

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

12. 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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Schedule 1

Details of Subject Land

The Subject Land is all of the Land set out in the table below.

Lot and plan details		Certificate of title details	
Lot	**Plan of subdivision**	**Volume**	**Folio**
B	702817K	11453	986
C	702817K	11453	987
1210	702817K	11453	997
1237	702817K	11454	024
F	702851K	11454	110
1311	702851K	11454	114
1314	702851K	11454	117
1315	702851K	11454	118
1317	702851K	11454	120
1318	702851K	11454	121
D	702851K	11454	144
G	702851K	11454	145
E	702851K	11454	149
CC	721472L	11498	689

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Signing Page

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

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

THE COMMON SEAL OF THE WHITTLESEA CITY COUNCIL

..... Delegate

Executed by **National Asset Pty Ltd ACN 118 296 209** in accordance with section 127(1) of the *Corporations Act* 2001:)
)
)
)

....

Signature of Director Signature of ~~Director~~ (or Company Secretary)

....

Print full name Rossmore James Carmichael

Print full name

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AJ589365U and instrument of mortgage no. AH905397R 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.

.....

Executed by NATIONAL AUSTRALIA BANK LIMITED
by being signed by its Attorney
DAVID CHARNG-WAI LEE
who holds the position of Level 3 Attorney
under Power of Attorney No K117403
in the presence of:

NATIONAL AUSTRALIA BANK LIMITED
By its Attorney

Signature:
Name: Elfi Hellemann
Address: Client Support Officer
Office Held: NABCorporate WA

C/- NAB Corporate WA
UB13.01
100 St Georges Terrace
Perth WA 6000

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

Section 181 **Planning and Environment Act 1987**

AL332093V
02/09/2014 $126.50 173

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	KAL:LXE:A01C:5911477
Customer Code:	1167E

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

Land: Part of Certificate of Title Volume 11453 Folios 986 Volume 11453 Folio 987

Volume 11454 Folio 110 Volume 11454 Folio 144 Volume 11454 Folio 145
Volume ~~1164~~ 11454 Folio 149 more particularly being lots B, C, D, E, F and G on the plans attached.

Responsible Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for Responsible Authority: .....

Name of officer: ROGER SUCIC

Position held: MANAGER GADA

Date: 14/8/2014

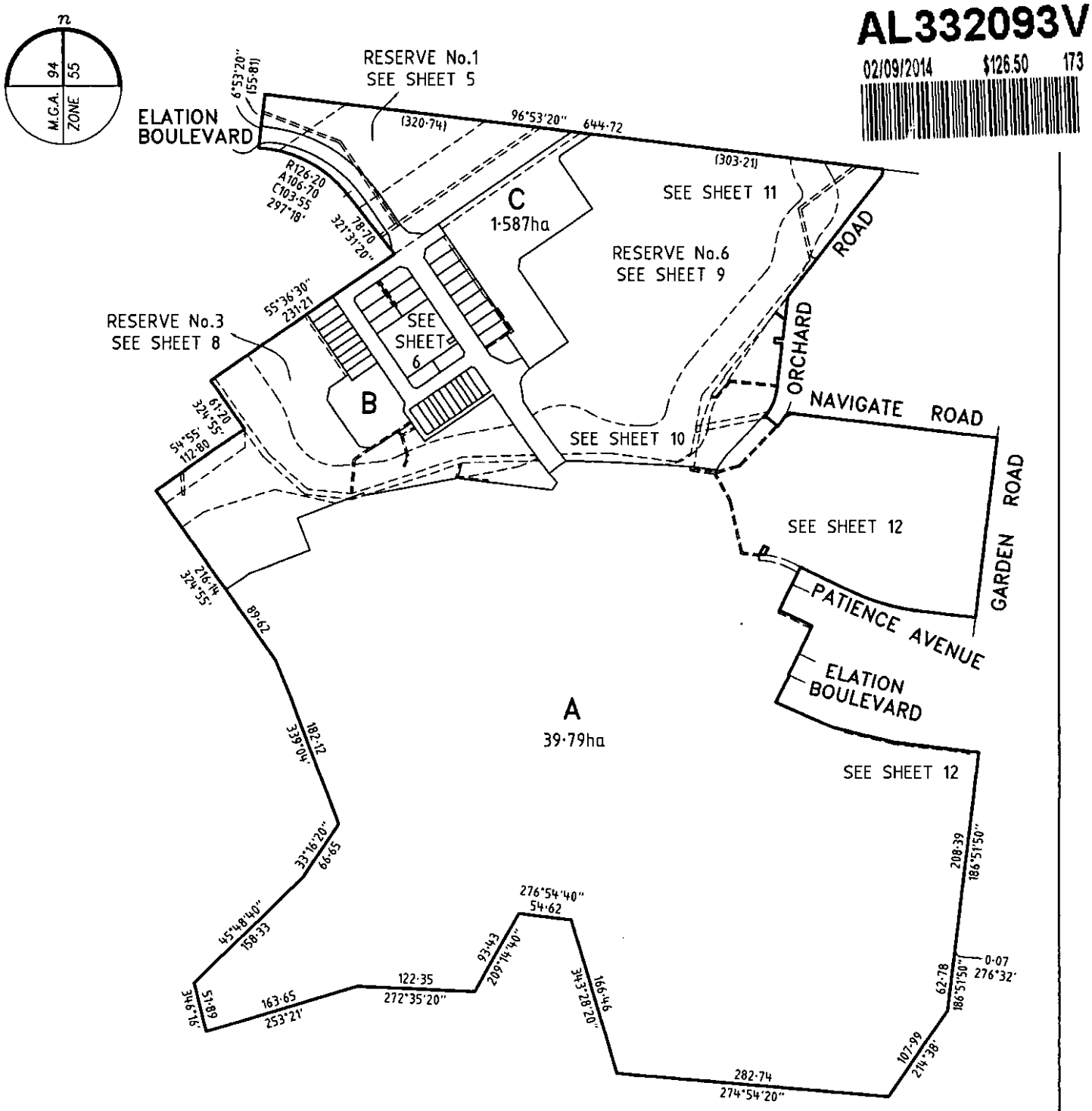
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PLAN OF SUBDIVISION

Plan Number
PS 702817K

AL332093V
02/09/2014 $126.50 173



RIVERSTONE AT PLENTY RIVER – 12a

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

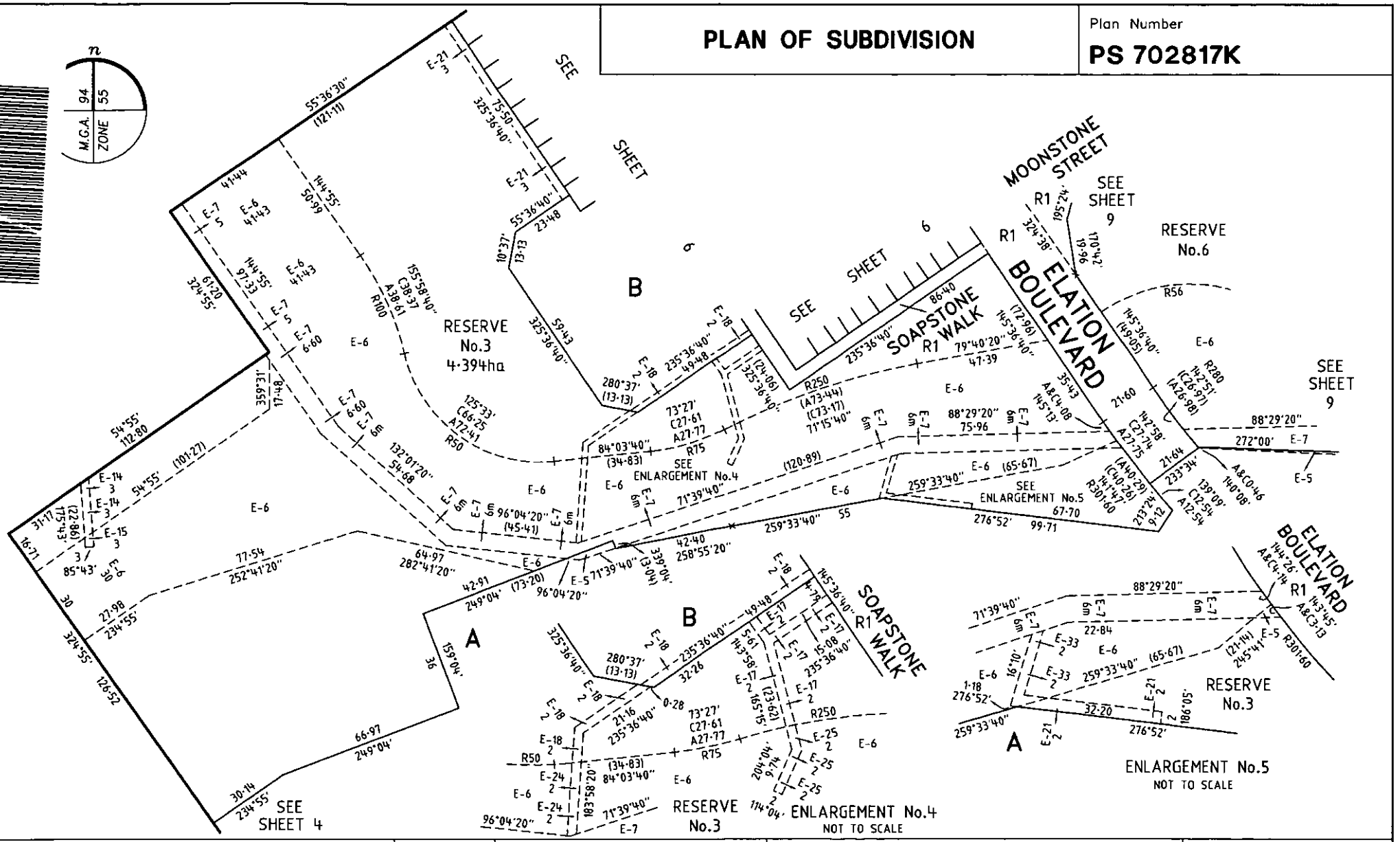
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M.G.A. ZONE 55 94

SHEET 5

SEE SHEET 5

RESERVE No.1

RESERVE No.6 8·530ha

SEE SHEET 11

SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

SEE SHEET 12

SEE ENLARGEMENT No.7 ON SHEET 12

MOONSTONE STREET R1

ELATION BOULEVARD R1

ORCHARD ROAD

C

A

E-6

E-7

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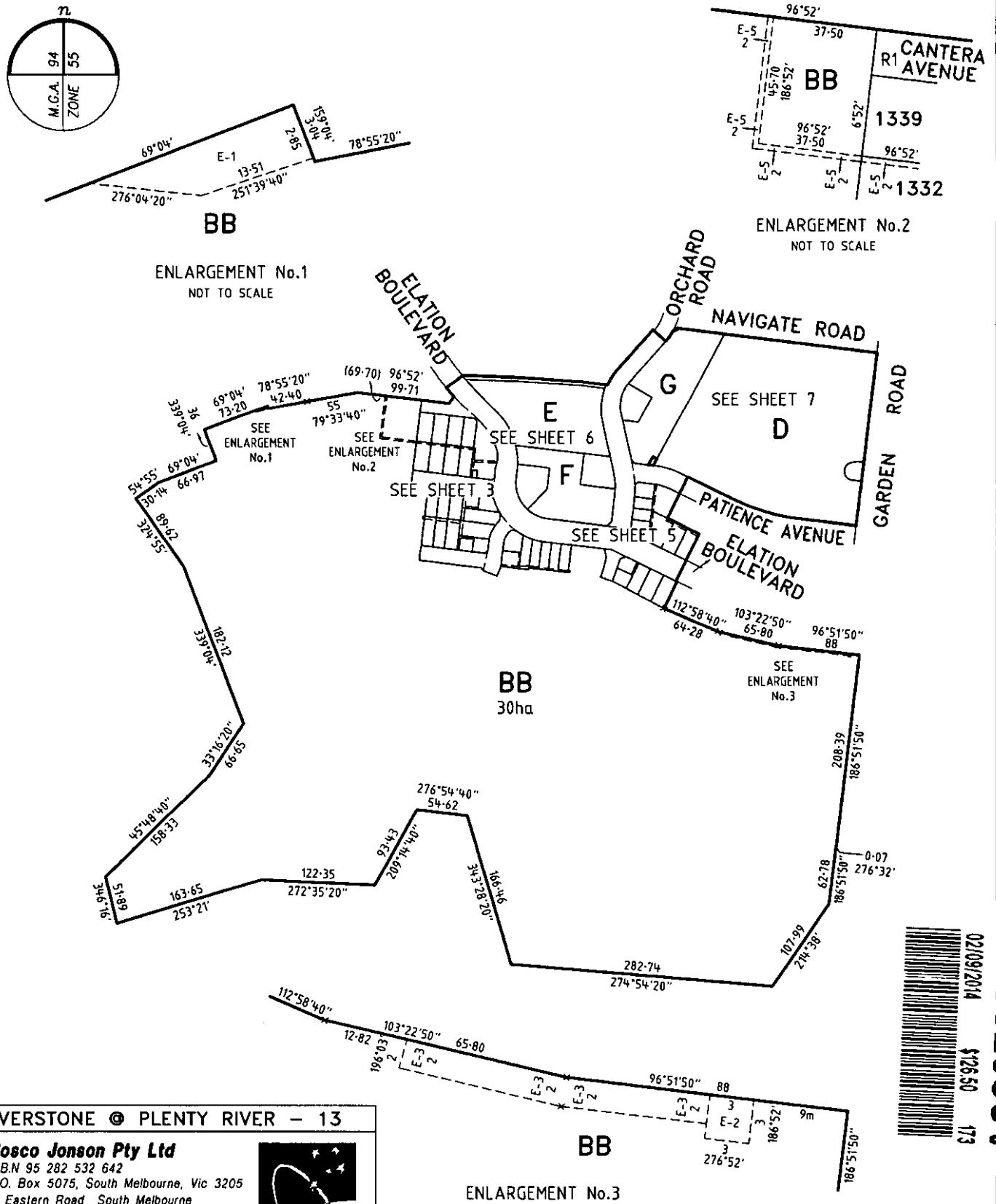
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PLAN OF SUBDIVISION

Plan Number
PS 702851K



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02/09/2014 $126.50 173

RIVERSTONE @ PLENTY RIVER – 13

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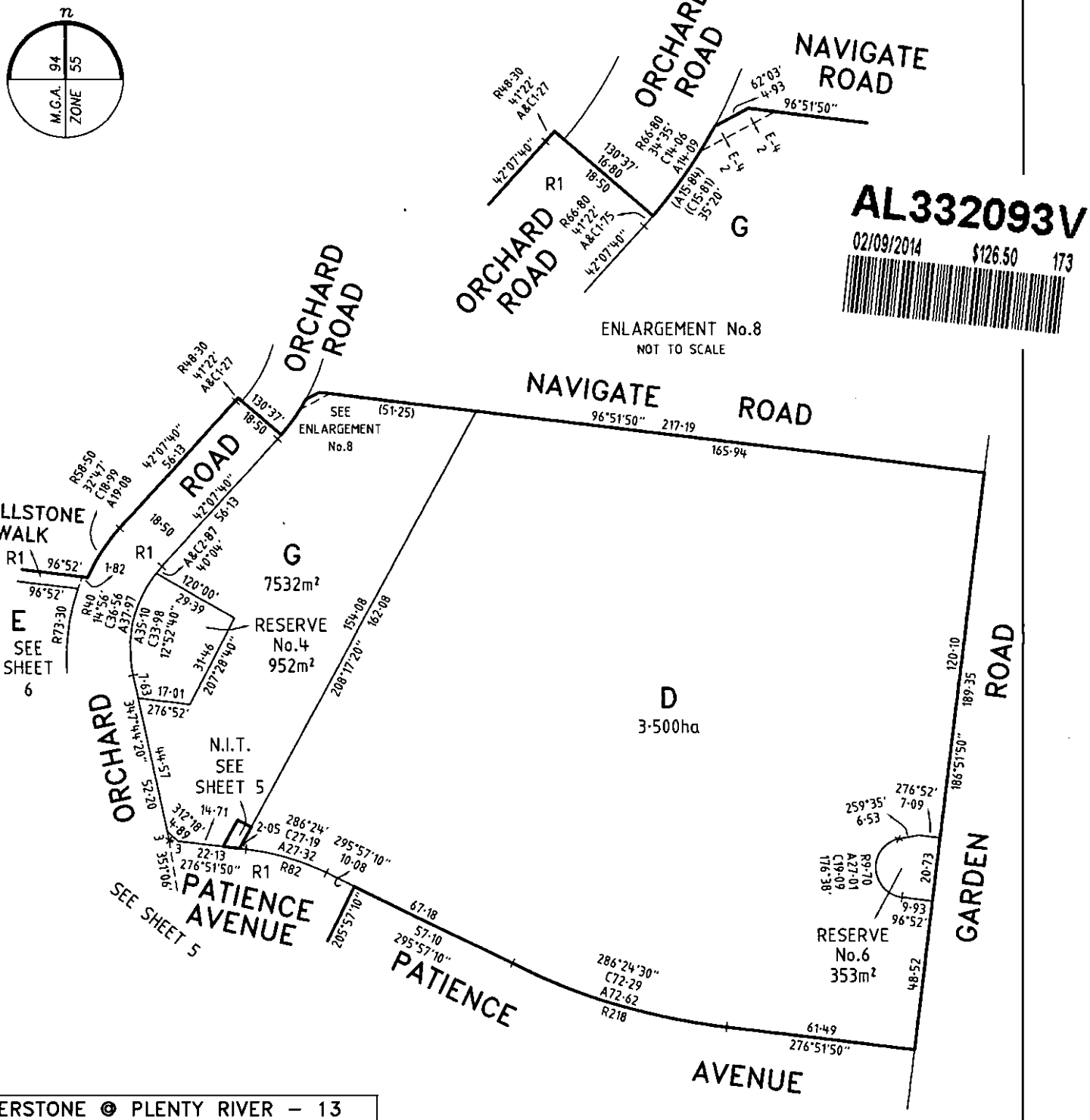
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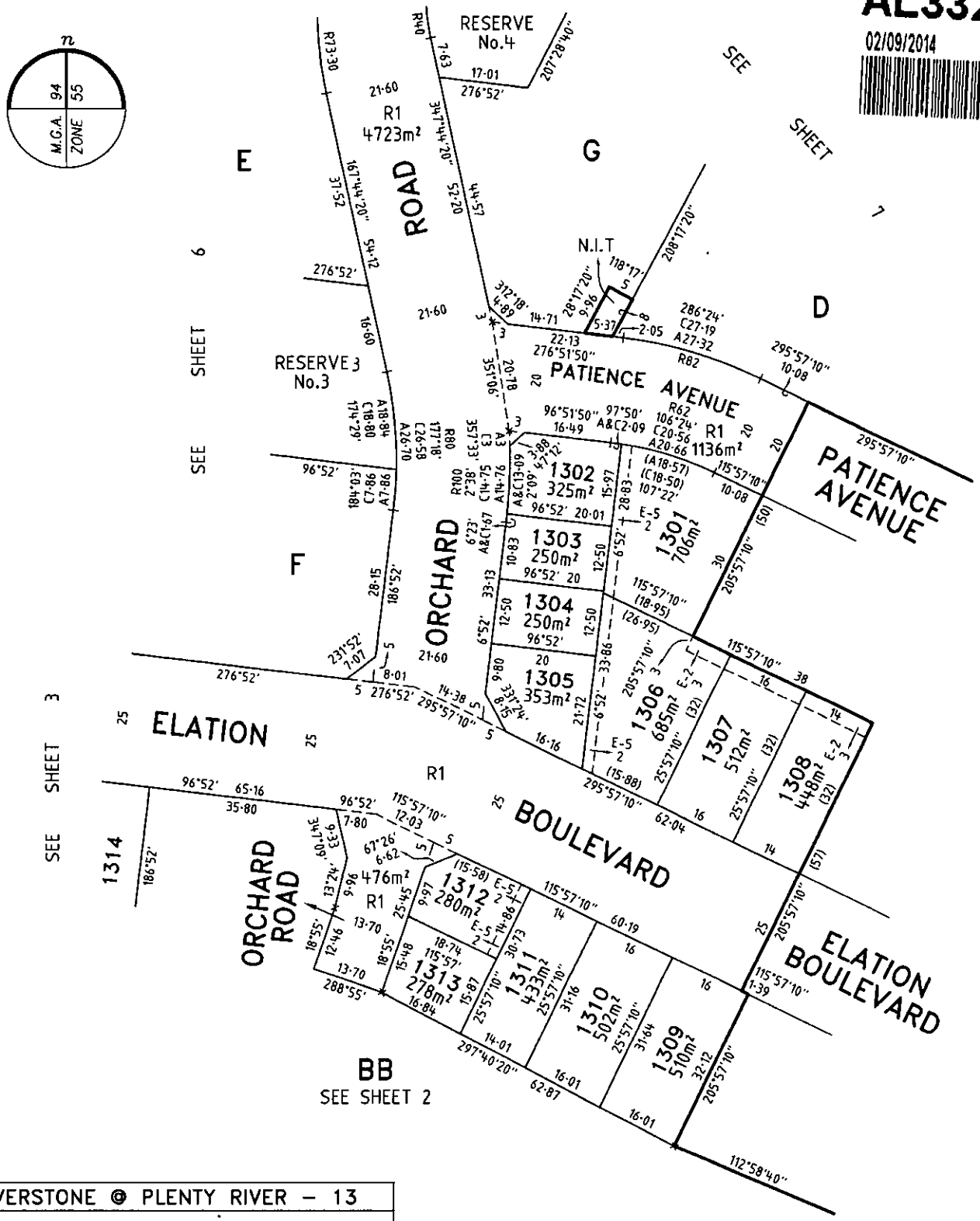
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PLAN OF SUBDIVISION

Plan Number
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Tel 03) 9699 1400 Fax 03) 9699 5992

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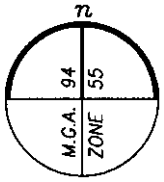
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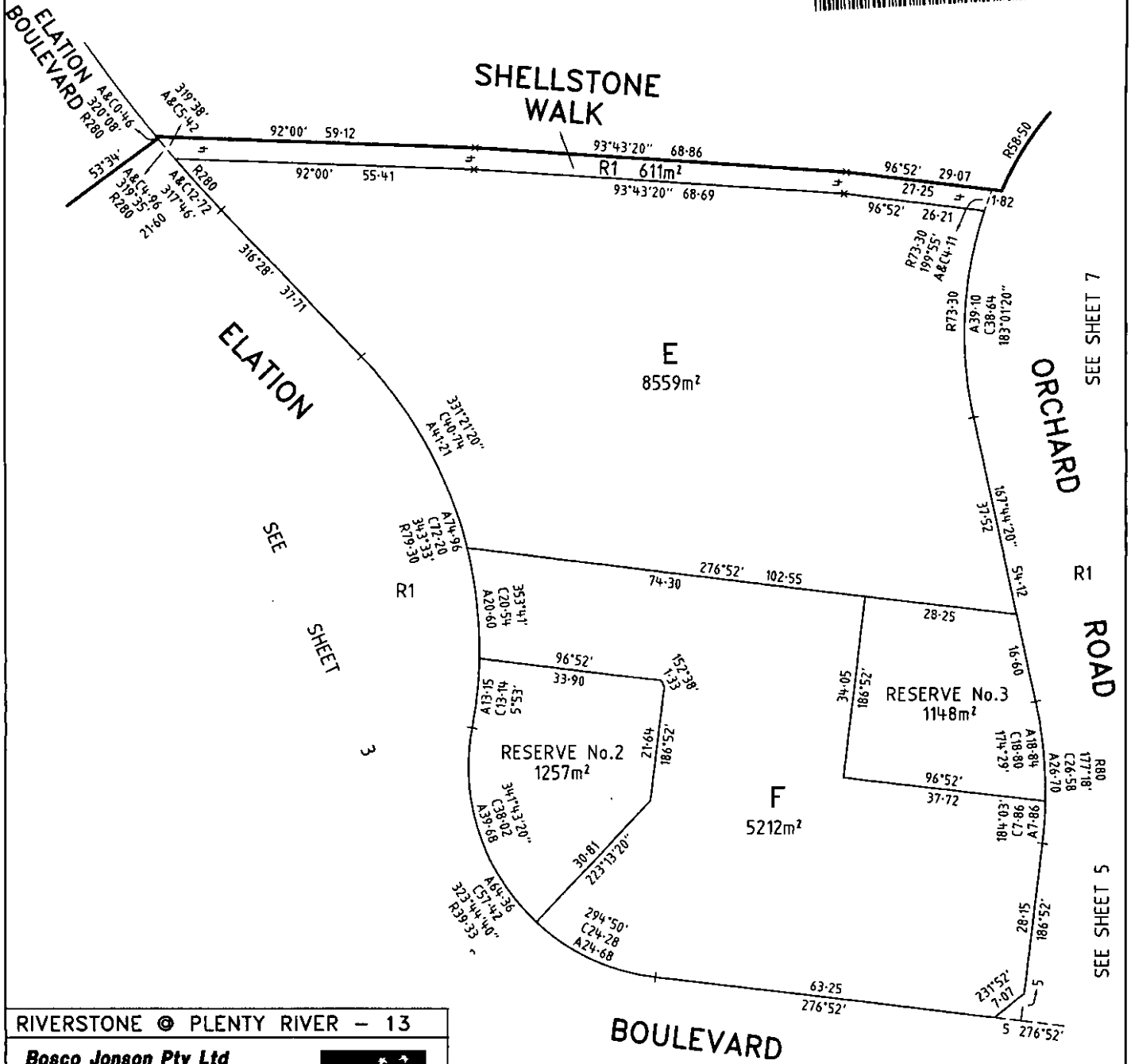
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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Date 14 / 8 / 2014

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: part of 61B Orchard Road, Doreen

Whittlesea City Council
and

National Asset Pty Ltd
ACN **118 296 209**

AL332093V
02/09/2014 $126.50 173

Interstate offices
Canberra Sydney

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

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Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

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

Name	**National Asset Pty Ltd ACN 118 296 209**
Address	18 Bowman Street, South Perth, Western Australia
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to comply with the matters set out in condition 18 of the Planning Permit.

D. In compliance with condition 18 of the Planning Permit, the Owner obtained the Offset Management Plan, providing for the matters set out in the Offset Management Plan.

E. To achieve the requirements of condition 18 of the Planning Permit, the Offset Management Plan provides that this Agreement is required to provide for the implementation of, and compliance with, the Offset Management Plan.

F. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

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Additional Offset Amount means:

(a) if paid on or before 19 April 2014, $162,750;

(b) if paid after 19 April 2014 and on or before 19 April 2015, $170,887.50; and

(c) if paid at any time after 19 April 2015, $170,887.50 plus Indexation.

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

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

CMP Commencement Date means the later of:

(a) the commencement date of this Agreement; or

(b) the date on which Council receives written notice that high visibility fencing/markers has been erected around the boundary of Offset Site 1 as required by the Offset Management Plan.

Claims includes any claim, proceeding, action, demand or suit (including by way of contribution or indemnity) at Law or in equity including for breach of contract, by statute (to the extent permitted by Law), in tort for negligence or otherwise (including negligent misrepresentation), for strict liability or restitution.

Completion Date means:

(a) the date on which the Management Period ends; or

(b) if Council has agreed to accept Early Management Responsibility and the Owner has paid the Administration Fee and the Management Costs, the Handover Date.

Conditional Notes for Endorsement means any conditional notes affixed to the Offset Management Plan at the time of, and associated with, Council's approval of the Offset Management Plan.

Contractor means any contractor or contractors engaged by the Owner to carry out the Offset Work.

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

Current Address means:

(c) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(d) 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.

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Current Email means:

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

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

Damages or Loss means damages or loss of any kind, including death or personal injury, however caused (including, but not limited to, the negligence of Council) sustained, incurred or suffered by the Owner in connection with this Agreement.

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

End Date means the date that this Agreement ends in accordance with clause 16.1.

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.

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

Implementation Steps means the steps (including recommendations and other actions described in what would otherwise be considered non-mandatory terms)to achieve the Key Performance Targets and which are set out in parts 7.2, 7.3 and 7.4 of the Offset Management Plan.

Indexation means an annual adjustment to the Additional Offset Amount carried out in accordance with CPI.

Key Performance Targets means the performance targets set out in column 6 of Table 15 of the Offset Management Plan.

Management Actions means the 10-year management actions set out in column 3 of Table 15 of the Offset Management Plan as varied by any Conditional Notes for Endorsement.

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

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

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

Native Vegetation Offset means the vegetation offset to be achieved by implementing the Offset Management Plan as measured by the Key Performance Targets.

Offset Management Plan means the plan entitled "*Net Gain Offset Management Plan for the Plenty River Estate development, 790 Bridge-Inn Road, Doreen, Victoria*" prepared by Ecology and Heritage Partners Pty Ltd, dated March 2013 as approved by Council in accordance with condition 18 of the Planning Permit or such other plan approved in writing by Council.

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Offset Site 1 means that part of Reserve 1 where the Offset Work is to be carried out to achieve the Native Vegetation Offset and which is described in the Offset Management Plan as 'the first offset site/conservation reserve' or the like.

Offset Site 2 means that part of Reserve 2 where the Offset Work is to be carried out to achieve the Native Vegetation Offset and which is described in the Offset Management Plan as 'the second offset site' or the like.

Offset Sites means Offset Site 1 and Offset Site 2.

Offset Work includes the Implementation Steps, the Management Actions and any other thing done, or required to be done, by the Owner or the Contractor to implement or comply with the Offset Management Plan.

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Other Offset Actions means the offset actions described in Part 5.5 of the Offset Management Plan and referred to in clause 7.3.

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

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

Parent Title means the land in respect of which Council issued the Planning Permit.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit no. 712895, as amended from time to time, issued on 1 July 2011, authorising:

(a) multi lot subdivision (Plenty River Estate - Southern Section) of the Parent Title;

(b) removal of native vegetation; and

(c) the construction of a dwelling on each lot, including lots less than 300m2,

in accordance with the Endorsed Plan.

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

Plenty Gorge Parklands means any of the land parcels that collectively form the public land known as Plenty Gorge Parklands managed by Parks Victoria.

Reserve 1 means Reserve 2 on PS 640504A, being the land referred to in certificate of title volume 11340 folio 857.

Reserve 2 means Reserve 3 on PS 702817K, being the land referred to in certificate of title volume 11454 folio 028.

Reserves means Reserve 1 and Reserve 2.

Subject Land means part of the land situated at 61B Orchard Road, Doreen being all of the land in lots B and C on plan of subdivision 702817K and lots ~~BB~~, D, E, F and G on plan of subdivision 702851K, more particularly the land referred to in certificates of title volume 11453 folios 986 and 987 and volume 11454 folios 110, 144, 145, ~~148~~ and 149 and any

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reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

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

3. Purposes of Agreement

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

3.1 give effect to the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

4.1 Council would not have issued the Planning Permit without the condition requiring the Offset Management Plan;

4.2 an assessment, by suitably qualified and experienced ecological consultants, concluded that, to:

4.2.1 properly satisfy condition 18 of the Planning Permit; and

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4.2.2 achieve the Native Vegetation Offset,

the actions required under the Offset Management Plan need to be secured by this Agreement;

4.3 the Parent Title has been subdivided and the Offset Sites are now on Reserves;

4.4 notwithstanding the subdivision of the Parent Title, the Owner remains responsible for implementation of, and compliance with, the Offset Management Plan; and

4.5 the Owner has elected to enter into this Agreement in order to fulfil its obligations under the Planning Permit and the Offset Management Plan.

5. Agreement required

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

6. Access Licence

6.1 Grant of Licence

6.1.1 The Council grants to the Owner and the Contractor a non-exclusive licence to enter and occupy the Reserves for the sole purpose of enabling the Owner and the Contractor to carry out the Offset Work in accordance with this Agreement.

6.1.2 The licence granted under clause 6.1.1:

(a) will commence on the date of this Agreement and will expire on the earlier of:

(i) the Completion Date; or

(ii) the End Date;

(b) does not entitle the Owner or the Contractor to exclusive possession of any part of the Reserves; and

(c) does not constitute any grant by the Council of a proprietary interest in the Reserves.

6.1.3 The Owner must ensure that that part of the Reserves it and the Contractor accesses pursuant to the licence is only used for the purpose specified in clause 6.1.1.

6.2 Access for Council

The Owner acknowledges that during the term of the licence granted under clause 6.1.1:

6.2.1 the Owner is responsible for obtaining and maintaining access to the Reserves;

6.2.2 the Owner is responsible for the safety and security of the Reserves and to any other person who enters the Reserves; and

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6.2.3 any Council officers and any invitee, contractor, employee or agent of the Council may access the Reserves at any time.

7. Owner's specific obligations



The owner covenants and agrees that:

7.1 Offset Management

the Owner must:

7.1.1 implement and comply with the Offset Management Plan in accordance with clause 7.2; or

7.1.2 pay to Council the:

(a) Management Costs to Council's satisfaction; and

(b) an Administration Fee,

associated with Council accepting Early Management Responsibility under clause 8; and

7.1.3 carry out the Other Offset Actions required under clause 7.3.

7.2 Implementation of the Offset Management Plan

7.2.1 the Owner must implement and comply with all provisions, requirements and recommendations contained in the Offset Management Plan:

(a) at the full cost of the Owner;

(b) within the timeframes, and in the manner, set out in the Offset Management Plan;

(c) notwithstanding any reference to commencement in the Conditional Notes for Endorsement, for the Management Period; and

(d) to the satisfaction of Council.

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

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

(b) continue to be carried out for the Management Period,

to the satisfaction of Council.

7.2.3 without limiting the generality of the Owner's obligations under clause 7.2.1, the Owner must carry out all Offset Work necessary to achieve all of the Key Performance Targets to the satisfaction of Council.

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7.2.4 except with the prior written consent of Council, the Owner must engage an ecological consultant, whose qualifications and experience are to Council's satisfaction, to supervise the Offset Work.

7.3 Other offset actions

7.3.1 In accordance with part 5.5 of the Offset Management Plan, the Owner must:

(a) use its best endeavours to secure an additional offset site within the Plenty Gorge Parklands; and

(b) pay to Council the Additional Offset Amount.

7.3.2 If the Owner is unable to secure an additional offset site within the Plenty Gorge Parkland, in order to secure the offset outcome described in part 6.4 of the Offset Management Plan, the Owner must:

(a) undertake other actions; or

(b) make a further payment to Council,

to the satisfaction of Council.

7.3.3 The Owner acknowledges that compliance with clauses 7.1 and 7.2 does not absolve the Owner from the requirement to undertake the actions required under clause 7.3.1 and clause 7.3.2.

7.4 No claim against Council

the Owner must not pursue any Claims against Council for Damages or Loss arising out of, or connected with, the performance by the Owner of its obligations under this Agreement.

---

8. Early Management Responsibility

The Parties agree that:

8.1 Request for Early Management Responsibility

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

8.1.2 upon receipt of a written request made in accordance with clause 8.1.1, Council:

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

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

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

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

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

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8.1.4 upon receipt of notification under clause 8.1.3(b), and before the Handover Date, the Owner must pay to Council:

(a) the Management Costs determined under clause 8.1.3(a); and

(b) the Administration Fee.

8.1.5 regardless of when the written request is made in accordance with clause 8.1.1, Council will not accept Early Management Responsibility any earlier than 19 April 2016.

8.2 Further implementation of Offset Management Plan

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



8.2.1 payment by the Owner to Council of the:

(a) Management Costs; and

(b) Administration Fee; and

8.2.2 the Handover Date,

the Owner will no longer be required to comply with the obligations under clauses 7.1.1, 7.1.2 and 7.2.

9. Owner's further obligations

9.1 Notice and registration

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

9.2 Further actions

The Owner:

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

9.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

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

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

9.3 Council's costs to be paid

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

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

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

9.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

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

9.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 9.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

9.5 Interest for overdue money

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

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

9.6 Notification of compliance with Owner's obligations

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

9.7 Insurance

9.7.1 Before the Offset Work commences, the Owner must effect and maintain a public liability insurance policy, for a limit of indemnity of $20,000,000 for any one claim, indemnifying all third party Claims in respect of:

(a) loss, destruction or damage to real or personal property including ensuing loss of use of that property; and

(b) personal injury, disease or death of any person,

arising out of, or in connection with, this Agreement.

9.7.2 The Owner must:

(a) ensure that Council is named as an insured in respect of the insurance policy required by clause 9.7.1;

(b) maintain the insurance referred to in clause 9.7.1 until the Completion Date; and

(c) prior to the commencement of the Offset Work, and at any other time requested by Council, provide evidence to the satisfaction of Council that the insurance policy required by clause 9.7.1 has been obtained.

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10. GST

10.1 GST Act

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

10.2 Exclusive of GST

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

10.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

10.4 Tax invoice

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

11. 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.

12. Owner's warranties

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

13. Successors in title

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

13.1 give effect to this Agreement; and

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

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14. General matters

14.1 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:

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14.1.1 personally on the other Party;

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

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

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

14.2 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.

14.3 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.

14.4 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.

14.5 Inspection of documents

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

14.6 Governing law

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

15. 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.

16. Ending of Agreement

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

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

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Maddocks

Signing Page

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

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

Delegate

THE COMMON SEAL OF THE WHITTLESEA CITY COUNCIL

Executed by **National Asset Pty Ltd ACN 118 296 209** in accordance with section 127(1) of the *Corporations Act* 2001:

Signature of Director

Print full name

Signature of ~~Director~~ (or Company Secretary)

Rossmore James Carmichael

Print full name

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AJ589365U and instrument of mortgage no. AH905397R 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.

Executed by NATIONAL AUSTRALIA BANK LIMITED
by being signed by its Attorney
DAVID CHARNG-WAI LEE
who holds the position of Level 3 Attorney
under Power of Attorney No K117403
in the presence of:

Signature:

Name: Elfi Hellemann

Address: Client Support Officer

Office Held: NABCorporate WA

NAB Corporate WA
UB13.01
100 St Georges Terrace
Perth WA 6000

NATIONAL AUSTRALIA BANK LIMITED
By its Attorney

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1240934

APPLICANT'S NAME & ADDRESS

NORTH EASTERN CONVEYANCING C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

THORPE, JORDAN LOUISE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

418934

This certificate is issued for:

LOT 14 PLAN PS734613 ALSO KNOWN AS 4 KENYTE WALK DOREEN
WHITTLESEA CITY

The land is covered by the:
WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a	GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6
and a	INCORPORATED PLAN OVERLAY - SCHEDULE 1
and a	DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
and a	VEGETATION PROTECTION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/whittlesea)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

30 March 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

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PROPERTY REPORT

Energy, Environment and Climate Action

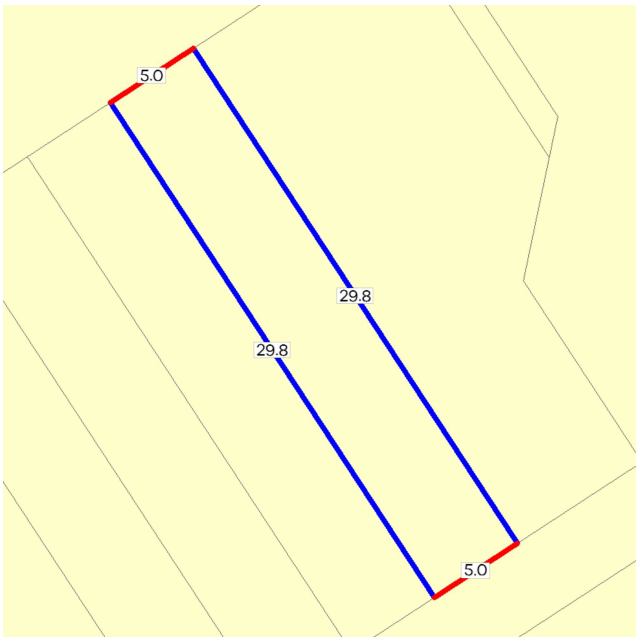
Created at 17 April 2026 11:59 AM

PROPERTY DETAILS

Address:	**4 KENYTE WALK DOREEN 3754**
Lot and Plan Number:	**Lot 14 PS734613**
Standard Parcel Identifier (SPI):	**14\PS734613**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**987503**
Directory Reference:	**Melway 184 D1**

SITE DIMENSIONS

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



Area: 149 sq. m
Perimeter: 70 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 VICTORIA**
Legislative Assembly:	**YAN YEAN**

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 17 April 2026 11:58 AM

PROPERTY DETAILS

Address:	**4 KENYTE WALK DOREEN 3754**
Lot and Plan Number:	**Lot 14 PS734613**
Standard Parcel Identifier (SPI):	**14\PS734613**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**987503**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 184 D1**

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 VICTORIA**
Legislative Assembly:	**YAN YEAN**

OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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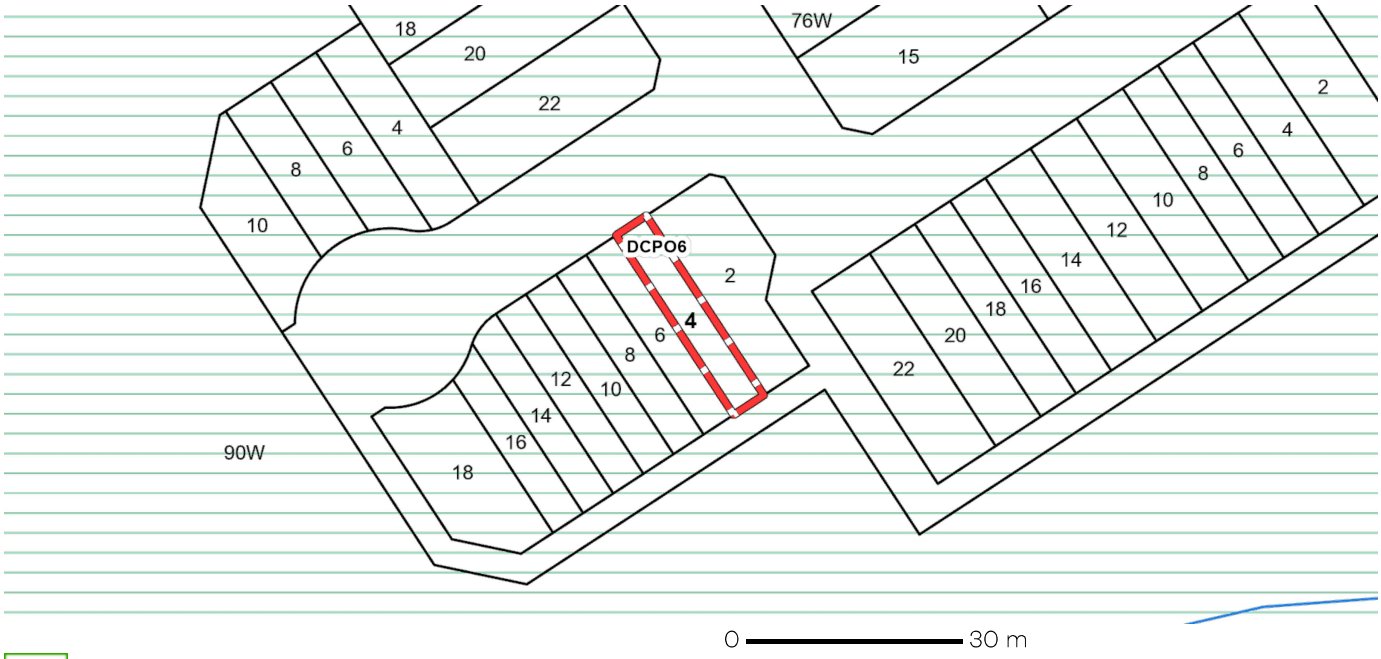
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PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



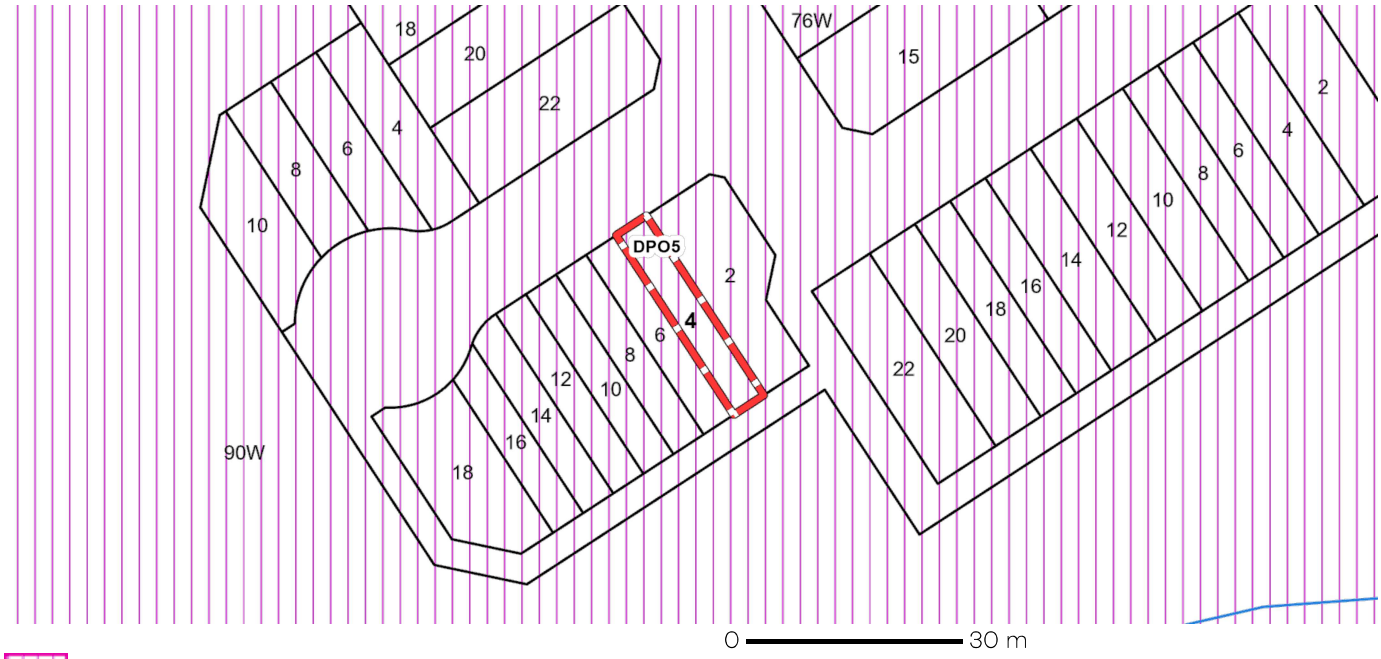
DCPO - Development Contributions Plan Overlay

Water course

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



DPO - Development Plan Overlay

Water course

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY – SCHEDULE 1 (IPO1)

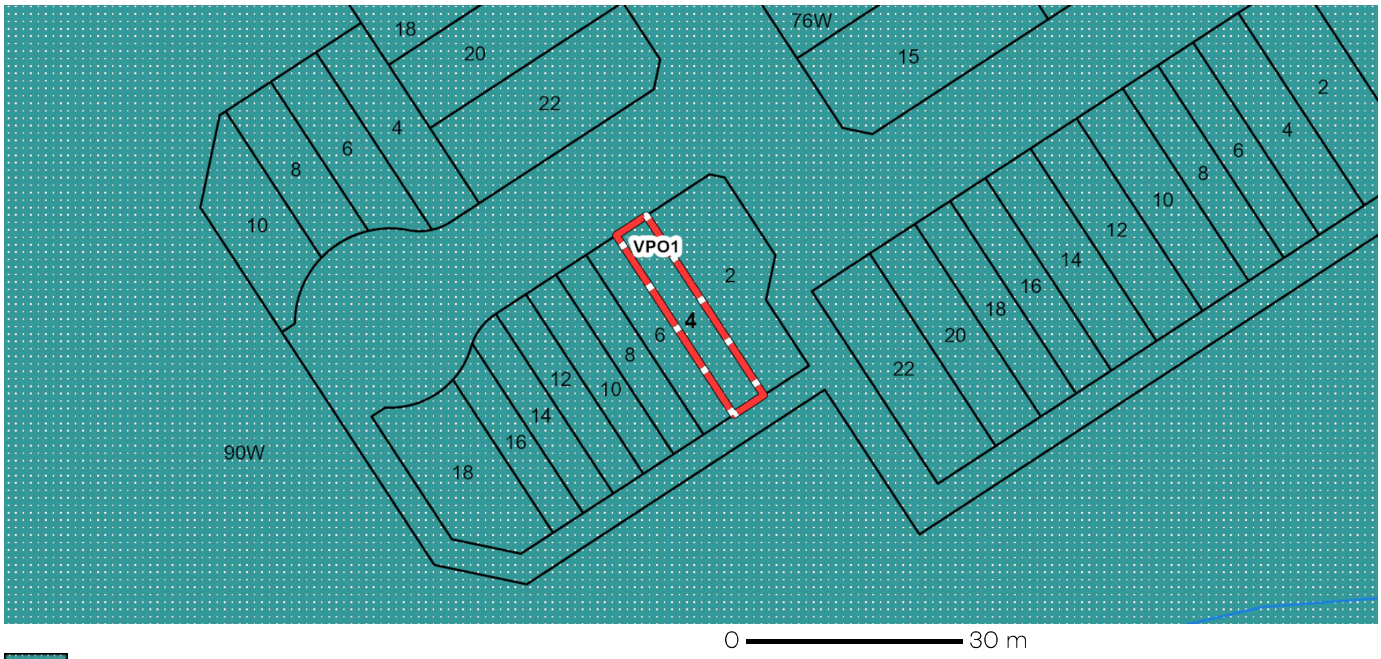


IPO - Incorporated Plan Overlay **Water course**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY – SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay **Water course**

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.aspx

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 9 April 2026.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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)

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City of Whittlesea

Date of issue	Assessment No.	Certificate No.	Your reference
01/04/2026	987503	182813	80095532-017-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 4 Kenyte Walk DOREEN 3754
Description: LOT: 14 PS: 734613W
AVPCC: 120 Single Strata Unit/Villa Unit/Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	$450,000	$220,000	$22,500

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

1. Rates, charges and other monies:
Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges			
General rate		$1,063.95	
Food/Green waste bin charge		$95.30	
ESVF Fixed charge (Res)		$136.00	
ESVF Variable Levy (Res)		$77.85	
Waste Service Charge (Res/Rural)		$208.80	
Waste Landfill Levy Res/Rural		$105.85	
Arrears to 30/06/2025		$435.43	
Interest to 01/04/2026		$9.03	
Other adjustments		$0.00	
Less	Concessions	$0.00	
	Sustainable land management rebate	$0.00	
	Payments	-$2,132.21	
Balance of rates & charges due:			$0.00
Property debts			
Other debtor amounts			
Special rates & charges			
nil			
Total rates, charges and other monies due			**$0.00**

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

Council Offices
25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083
Phone: 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)
Email: info@whittlesea.vic.gov.au

Free telephone interpreter service 131 450

ABN 72 431 091 058 whittlesea.vic.gov.au

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2. Outstanding or potential liability / sub-divisional requirement:
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

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

No Orders applicable.

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

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

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

6. Other information:

Authorising Officer

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

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

Payment can be made using these options.

www.whittlesea.vic.gov.au
Ref **987503**

Phone 1300 301 185
Ref **987503**

Biller Code **5157**
Ref **987503**

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YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

30th March 2026

North Eastern Conveyancing C/- InfoTrack (LEAP) C/
LANDATA

Dear North Eastern Conveyancing C/- InfoTrack (LEAP) C/,

RE: Application for Water Information Statement

Property Address:	4 KENYTE WALK DOREEN 3754
Applicant	North Eastern Conveyancing C/- InfoTrack (LEAP) C/ LANDATA
Information Statement	31023046
Conveyancing Account Number	7959580000
Your Reference	418934

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

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Yarra Valley Water Property Information Statement

Property Address	4 KENYTE WALK DOREEN 3754

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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ABN 93 066 902 501

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

Melbourne Water Property Information Statement

Property Address	4 KENYTE WALK DOREEN 3754

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

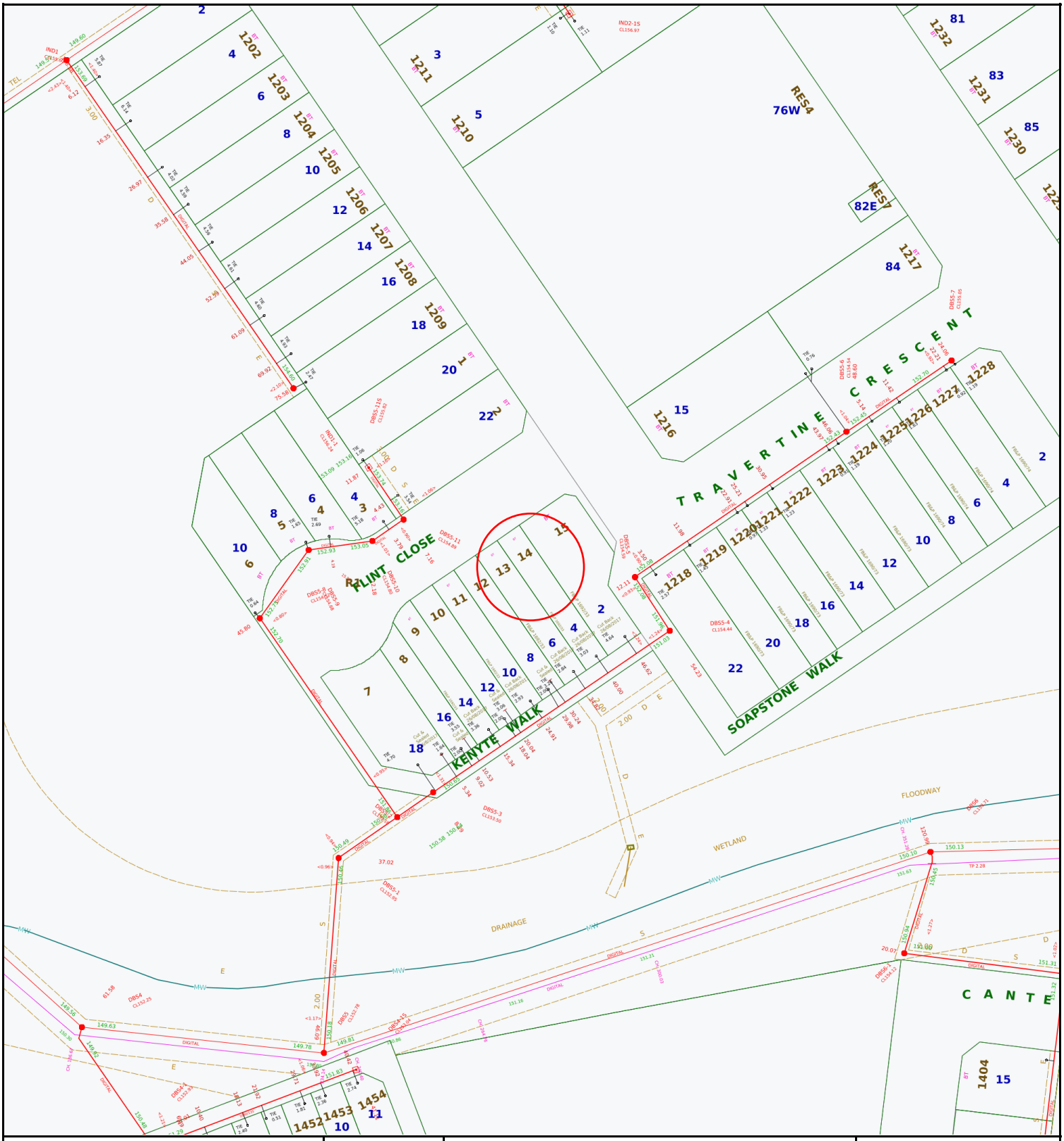
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland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

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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



Yarra Valley Water

Information Statement Number: 31023046

Address	4 KENYTE WALK DOREEN 3754
Date	30/03/2026
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

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3rd July 2017

Application ID: 267633

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
New YVW Sewer Branch	1384032

Service Request Number: 6593677

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's approved live sewer contractors (see attached list).

The approved live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Where work is required in adjoining properties the applicant must:
1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving.

Any unused branches at the site must be cut and sealed.

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

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8th March 2017

Application ID: 244174

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1384032

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

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installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:
a) Must be within 2 metres of the title boundary that abuts the water main
b) Must be fitted at right angles to the water main, in line with the tapping
c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
d) Must not be encased in concrete surrounds
e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

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website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.
You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

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North Eastern Conveyancing C/- InfoTrack (LEAP) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2976317234
Rate Certificate No: 31023046

Date of Issue: 30/03/2026
Your Ref: 418934

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
4 KENYTE WALK, DOREEN VIC 3754	14\PS734613	5155553	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	$20.80	$0.00
Residential Water and Sewer Usage Charge *Step 1 – 22.000000kL x $3.57240000 = $78.59* Estimated Average Daily Usage $0.83	07-11-2025 to 10-02-2026	$78.59	$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	$119.92	$0.00
Parks Fee	01-01-2026 to 31-03-2026	$22.14	$0.00
Drainage Fee	01-01-2026 to 31-03-2026	$30.82	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	-$143.82 cr
		Total for This Property	-$143.82 cr

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

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settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

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

Property No: 5155553

Address: 4 KENYTE WALK, DOREEN VIC 3754

Water Information Statement Number: 31023046

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 29763172344

Amount Paid		Date Paid		Receipt Number	

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Yarra Valley Water

4th July 2017

Ayla Mampusti
Snowdon Developments
care of
aylam@snowdon.com.au

Dear Ayla Mampusti,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	267569
Property Address	4 KENYTE WALK DOREEN 3754
Service Location ID	5155553

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is either cutback or extended by an Accredited Live Sewer Contractor to meet the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

The proposed dwelling does not meet the minimum required clearance from the sewer branch servicing this property. In order to achieve 600mm clearance from the residence and rock retaining wall, the sewer branch will need to be cut back so that it terminates in Kenyte Walk.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *
Residential or Habitable Structure • cannot build over any sewer branch and 600mm horizontal clearance is required
Brick Fences and Retaining Walls including any interlocking block walls • can build over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required

*** Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit http://www.yvw.com.au/help-advice/develop-build. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

For any brick fences and retaining walls including any interlocking block walls in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plans 'D' for this structure.

For structures adjacent to the property connection branch the following conditions apply

2. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch.
3. Pad footings/foundations are permitted.
4. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven Piles are not permitted.

For structures traversing the property connection branch, the following additional conditions apply

6. Pier and beam footings/ foundation traversing the sewer main must be a minimum 600 mm away but no further than 1 m
7. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer branch must be cut back/extended by one of Yarra Valley Water's accredited live sewer contractors to achieve the minimum clearance.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover for vehicle loading where required, flush with the finished floor level of the sewer point.

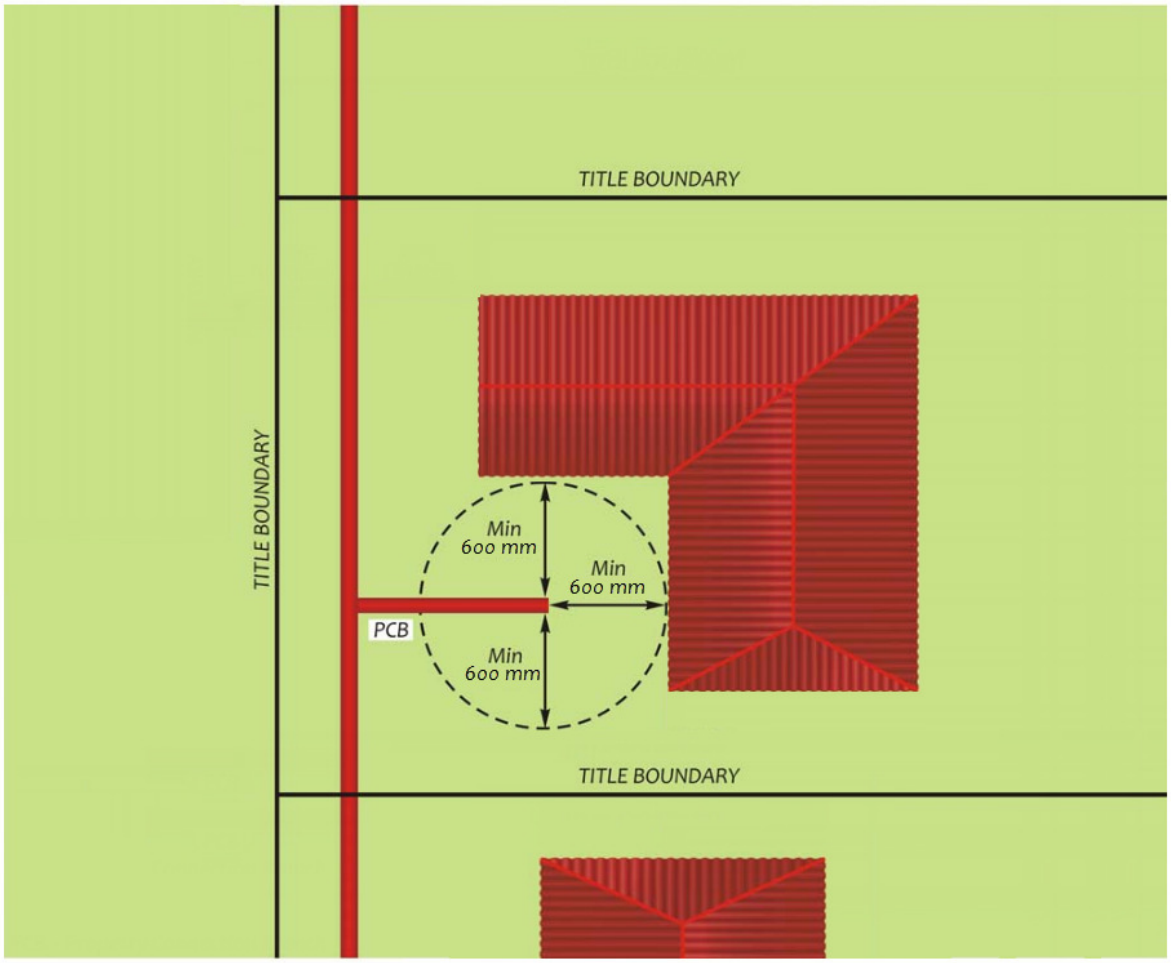
The accredited live sewer contractor will be responsible to record all changes to the sewer branch on a field note recording the alterations to the sewer branch and provide this field note to Yarra Valley Water. The updated information must include surface and invert level at inspection shaft (27A), new branch length to 27A and new tie measurement.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

To complete the necessary alterations, you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley website www.yvw.com.au

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

RESIDENTIAL
PROPERTY CONNECTION BRANCH



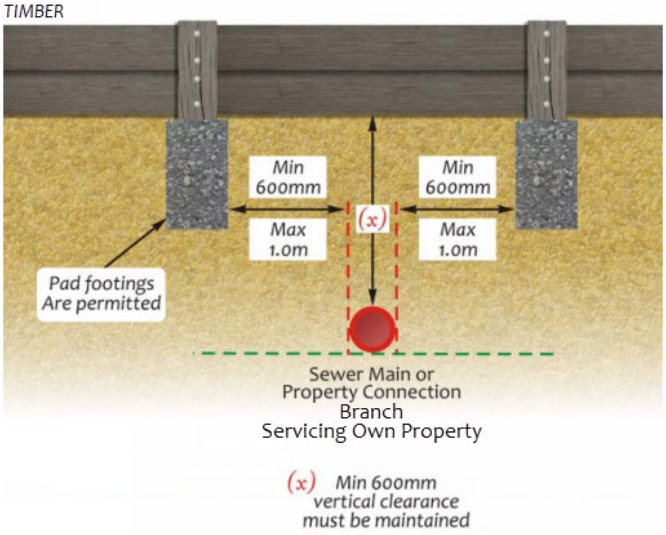
PCB - Property Connection Branch

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

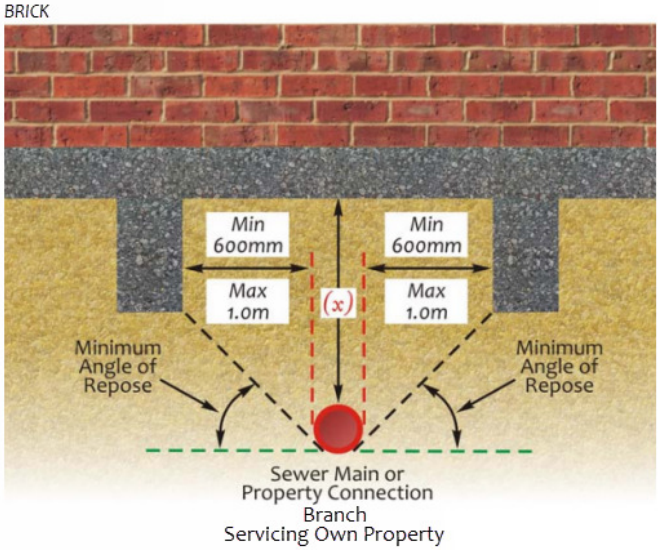
RETAINING WALLS

RETAINING WALLS

TIMBER

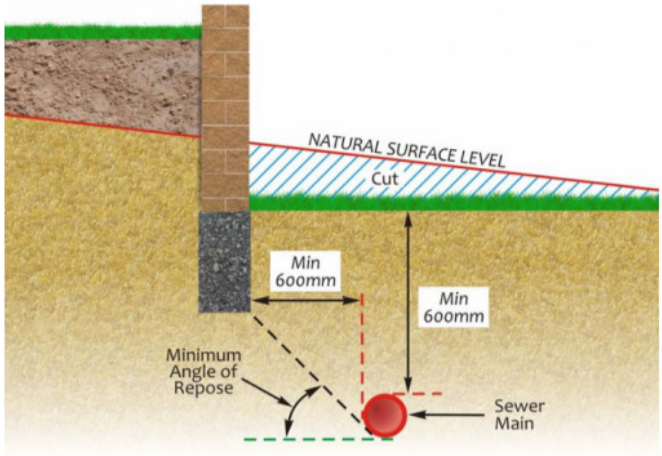


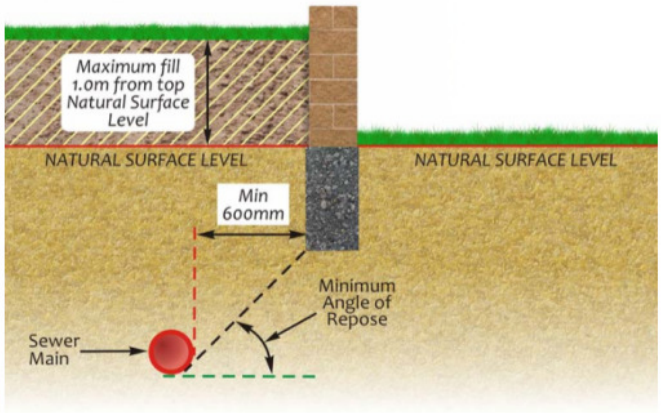
BRICK



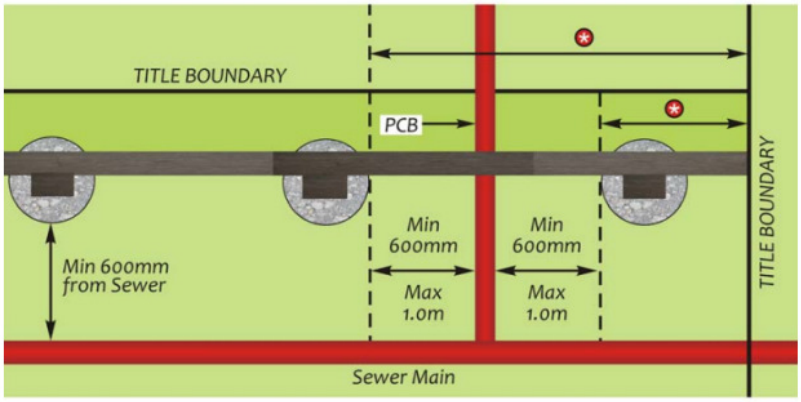
EXCAVATION - CUT & FILL

ADJACENT TO SEWER



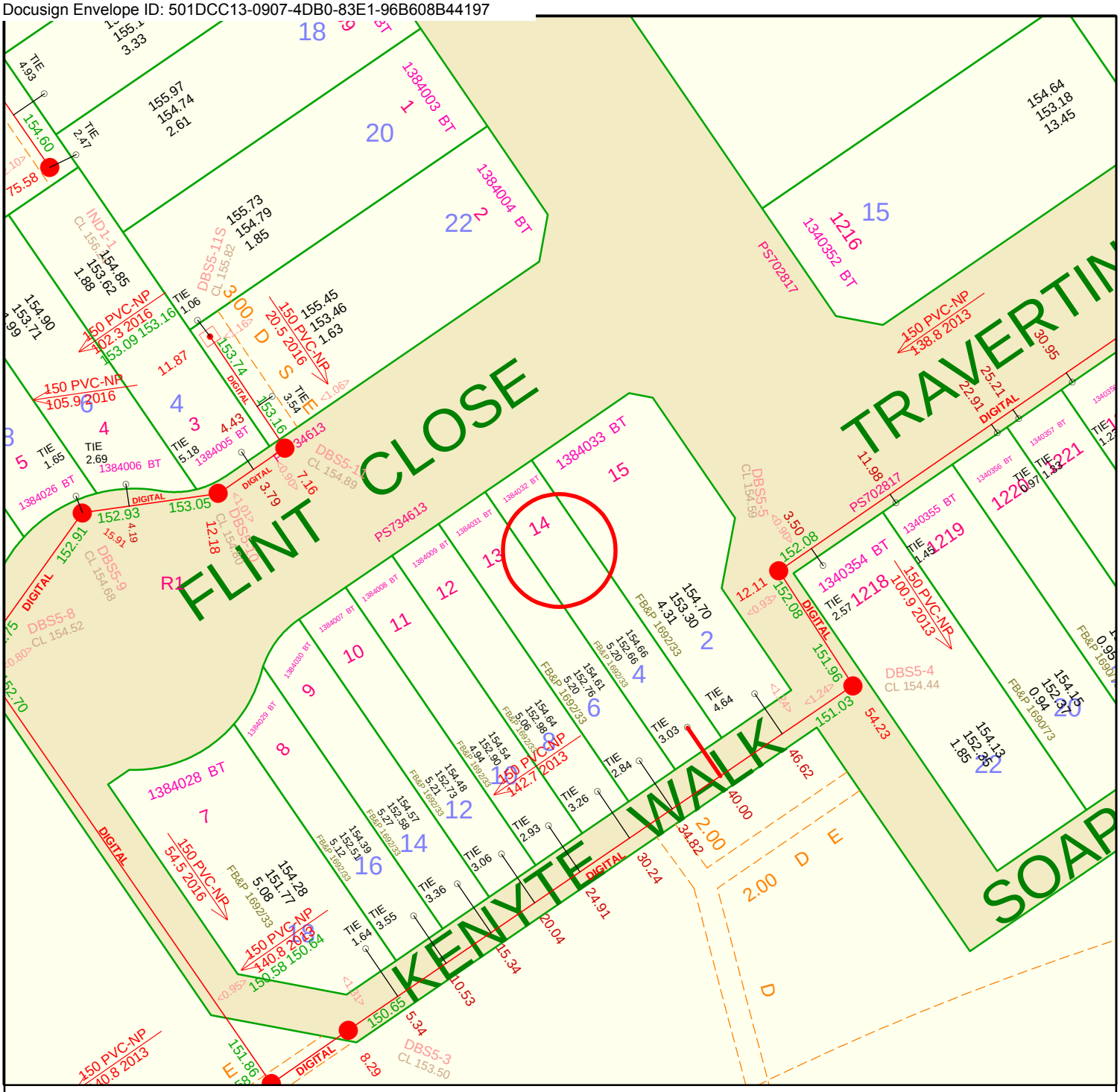


RETAINING WALLS - TIMBER OR BRICK
PROPERTY CONNECTION BRANCH SERVICING OWN PROPERTY



PCB - Property Connection Branch

✪ - Measurements required with plans submitted



Yarra Valley Water
Sewer Branch
Asset Map

Address 4 KENYTE WALK DOREEN 3754

Date	4/07/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number SPS12-34
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

Abbreviation Pipe Material

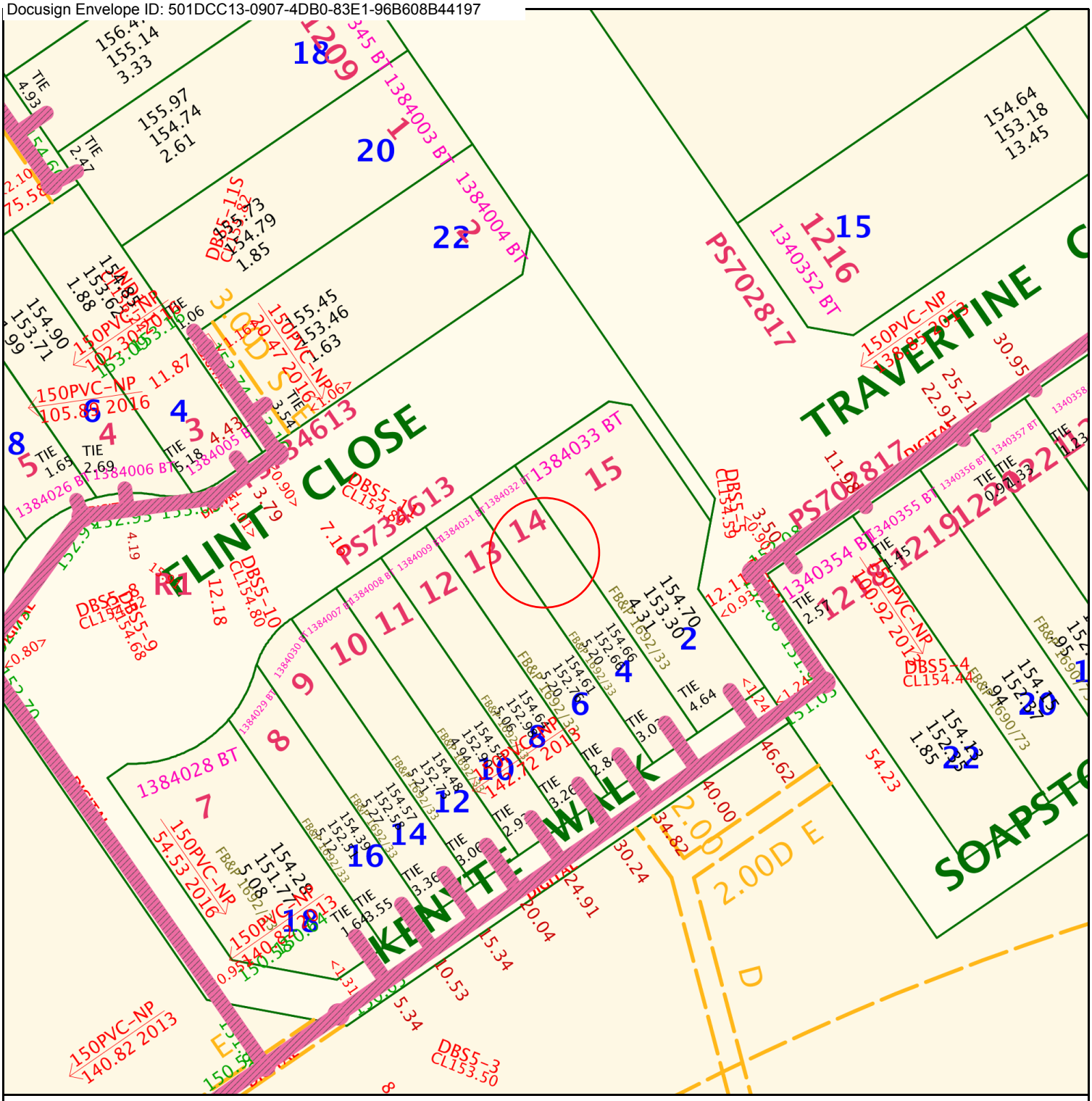
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 2
Branch Length(m) 5.2

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5155553



Yarra Valley Water
Build Over Plan Reference: Plan B
Residence & Habitable Structures

Address 4 KENYTE WALK DOREEN 3754

Date	04/07/2017
Scale	1:500

N

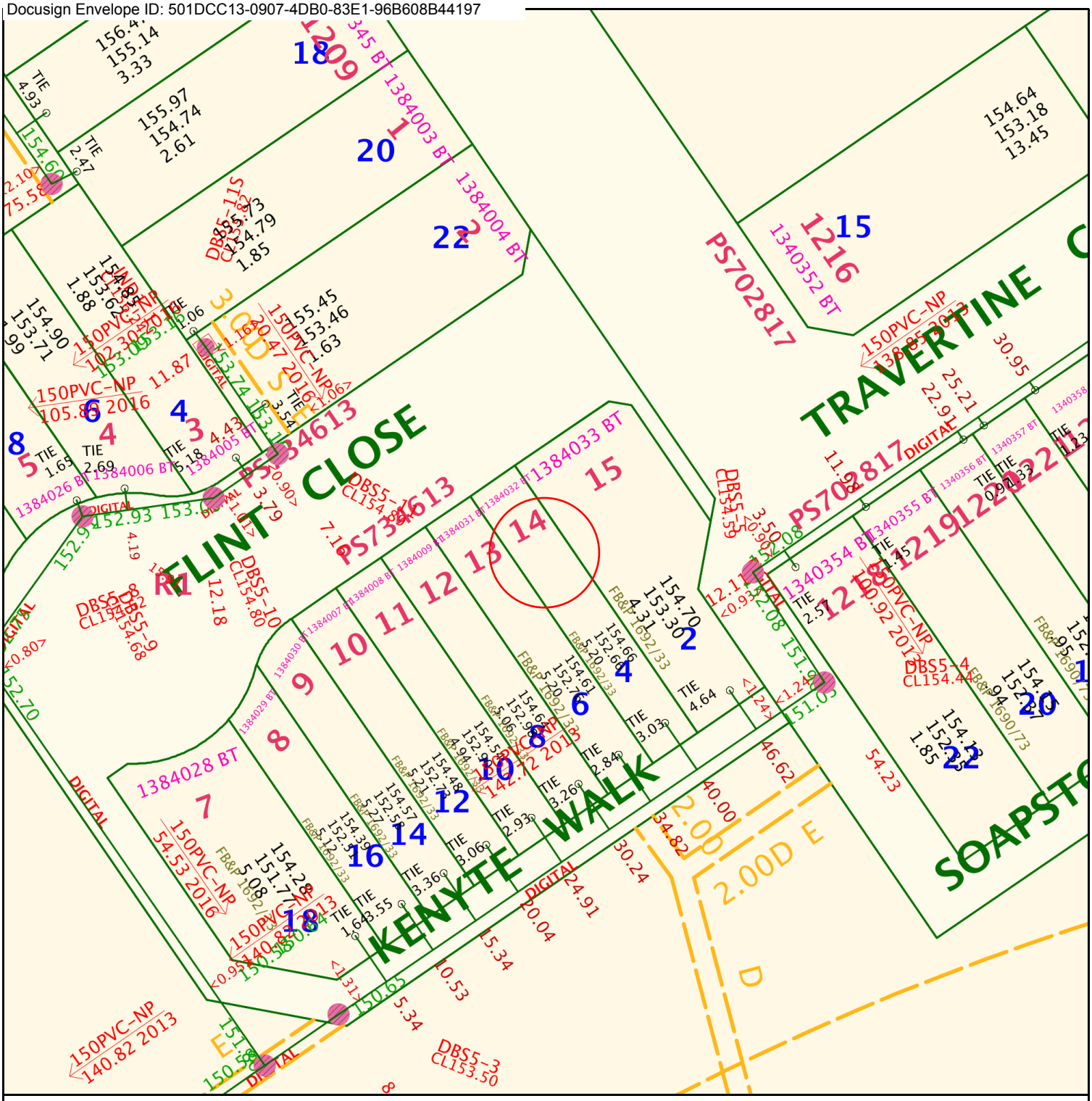
Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 267569

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water **Build Over Plan Reference: Plan D** **General Structures**	**Address**	4 KENYTE WALK DOREEN 3754	
	Date	04/07/2017	N
	Scale	1:500	

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 267569

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

    If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website easyACCESS Land Development Hub.

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Contact Name Paul Smith
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: **80095532-014-3**

08 April 2026

North Eastern Conveyancing
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

4 Kenyte Walk, Doreen (Volume 11851 Folio 930) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 27 March 2026 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,

Paul Smith

Paul Smith
Customer Service Officer
Land Revenue Administration

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Extract of EPA Priority Site Register

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 4 KENYTE WALK
SUBURB: DOREEN
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 184 Reference D1

DATE OF SEARCH: 30th March 2026

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

[Extract of Priority Sites Register] # 80095532 - 80095532141154 '418934'

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: 80095532-019-8

7 April 2026

Landata

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
4 (Lot 14) Kenyte Walk DOREEN

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-14142/20170555/0	11/07/2017	Dwelling/Garage	30/04/2018

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely
BUILDING & PLANNING
CITY OF WHITTLESEA

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

Australian Government
Australian Taxation Office

MISS JORDAN THORPE
C/- JULIE VEAL
SHOP 12
285 DIAMOND CREEK ROAD
PLENTY VIC 3090

Our reference: 7169119838941
Phone: **13 28 66**

17 April 2026

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello JORDAN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411196718045
Vendor name	JORDAN THORPE
Clearance Certificate Period	17 April 2026 to 19 April 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

North Eastern Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 418934

NO PROPOSALS. As at the 30th March 2026, 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®.

4 KENYTE WALK, DOREEN 3754
CITY OF WHITTLESEA

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: 30th March 2026

[Vicroads Certificate] # 80095532 - 80095532141154 '418934'

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

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 (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)

Docusign Envelope ID: 501DCC13-0907-4DB0-83E1-96B608B44197

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.

(04/10/2016)