

L A W Y E R S

Contract of Sale of Real Estate

**Goorambat East Solar Farm Pty Ltd (ACN 652 230 521)
as trustee for the Goorambat East Solar Farm Trust
(Vendor)**

and

.....
(Purchaser)

**Property: Crown Allotment 39A Parish of Goorambat
being part of "Yallambee" 379 Goorambat-
Chesney, Goorambat VIC 3725**

KHQ Lawyers
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CONTRACT OF SALE OF REAL ESTATE

PROPERTY ADDRESS: 379 Goorambat-Chesney, Goorambat VIC 3725

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; and
- vendor's statement,

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off Period

Section 31 *Sale of Land Act 1962 (Vic)*

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

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

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

EXCEPTIONS:

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used mainly 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.

CONTRACT OF SALE – IMPORTANT NOTICES TO PURCHASERS

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as 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.



CONTRACT OF SALE – EXECUTION

SIGNING OF THIS CONTRACT

SIGNED BY THE PURCHASER on

Signature of Purchaser

Signature of Purchaser

(Insert name of Purchaser)

(Insert name of Purchaser)

OR

EXECUTED by

in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority of
the Directors:

Signature of director

Signature of secretary/director

Name of director (please print)

Name of secretary/director (please print)

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

SIGNED BY THE VENDOR on

EXECUTED by Goorambat East Solar Farm Pty Ltd (ACN 652 230 521) as trustee for the Goorambat East Solar Farm Trust in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of the Directors:

Signature of director

Signature of secretary/director

Name of director (please print)

Name of secretary/director (please print)

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



PARTICULARS OF SALE

Vendor’s estate agent: **Elders Rural Services**
Address: 24 Rowan Street, Wangaratta VIC 3677
Email: dave.colvin@elders.com.au
Tel: 03 5721 2036 **Mob:** 0407 500 239
Ref:

Vendor: **Goorambat East Solar Farm Pty Ltd (ACN 652 230 521) as trustee for the Goorambat East Solar Farm Trust (ABN 60 585 057 338)**

Vendor’s legal practitioner or conveyancer: **KHQ LAWYERS**
of Level 4, 600 Bourke Street, Melbourne VIC 3000
Email: property@khq.com.au
Tel: 03 9663 9877 **Ref:** **EH:250233**

Purchaser:
.....
of

Purchaser’s legal practitioner or conveyancer:
.....
of
Email:
Tel: **Mob:** **Ref:**

Land (general conditions 7 & 13): The land is described in the table below:

Certificate of Title Reference	being Crown Allotment	on plan
Volume 07798 Folio 035	Crown allotment 39A Parish of Goorambat	TP296333D

The land includes all improvements and fixtures.

Property address: The address of the Land is: **379 Goorambat-Chesney, Goorambat VIC 3725**

Goods sold with the land (general condition 6.3(f)): Nil – vacant land.
(list or attach schedule)

Payment (general condition 14 & 17):

Price:	\$ _____	plus GST
Deposit:	\$ _____	Being 10% of the Price payable on the Day of Sale
Balance:	\$ _____	payable at settlement

CONTRACT OF SALE – PARTICULARS OF SALE

Deposit bond (general condition 15.1)

~~A deposit bond must be provided to the vendor if this box is checked.~~

GST (general condition 19)

Subject to general condition 19, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if this 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

GST withholding (general condition 25)

- The purchaser is required to make a payment under section 14-250 of the Taxation Administration Act 1963 (Cth) in relation to the supply of the property if this box is checked and general condition 25 will apply.
- The purchaser is not required to make a payment under section 14-250 of the Taxation Administration Act 1963 (Cth) in relation to the supply of the property if this box is checked

Settlement (general condition 17) is due on 30 days from the Day of Sale.

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 a lease, a copy of which is included in the Vendor Statement.~~

 CONTRACT OF SALE – PARTICULARS OF SALE

Terms Contract (general condition 30)

- This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) if this box is checked (*Reference should be made to general condition 30 and add any further provisions by way of special conditions*).

Loan (general condition 20)

- This contract is subject to a loan being approved if the box is checked

Lender: _____

Loan amount: not more than _____ Approval date: _____

Building report

- General condition 21 applies only if this box is checked.

Pest report

- General condition 22 applies only if this box is checked.

Encumbrances

Particulars of any other encumbrances to which the sale is subject are:

- (a) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor Statement;
 - (b) any interests or encumbrances referred to in General Condition 5 and Special Condition 39.4;
 - (c) any matters referred to in section 42(2) of the *Transfer of Land Act 1958* (Vic); and
 - (d) any encumbrances created by section 98 of the *Transfer of Land Act 1958* (Vic) or section 24 of the *Subdivision Act 1988* (Vic) and any other encumbrances shown or registered on the title plan for the property.
-

GENERAL CONDITIONS

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.

- 5.2 The purchaser indemnifies the vendor against all obligations under any lease 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 standard form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in August 2019.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.5, 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 under 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 any personal property
- (a) that:
- (i) purchaser intends to use predominantly for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5,000.00 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 a 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 the general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay,
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (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 only applies 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).

MONEY

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or

- (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph 14.3(a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962 (Vic)* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* to have given the deposit release referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of an prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition "**authorised deposit-taking institution**" means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "**deposit bond**" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) **“bank guarantee”** means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) **“bank”** means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided for in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("**keys**") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any 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 the 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) if 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) if 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.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a "**farming business**" is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a "**going concern**":

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a "**margin scheme**" supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

TRANSACTIONAL

26. TIME & CO-OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962 (Vic)* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or 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 (Vic)*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings. .

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (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 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; and
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

33. DEFAULT INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

36. DEFINITIONS AND INTERPRETATION

36.1 Definitions

The following words have these meanings in this Contract unless there is something inconsistent in the subject matter or context:

- (a) **Approvals** means any approval required from any Governmental Agency for, or in connection with the construction or operation of the Project and includes, without limitation:
 - (i) any Planning Permit;
 - (ii) any permission under the *Environment Protection Act 2017* (Vic); and
 - (iii) any approval under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
 as modified, varied, reissued or replaced from time to time.
- (b) **Authority** means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.
- (c) **Business Day** means any day other than a Saturday, Sunday or public holiday in the state of Victoria.
- (d) **Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, loss, expense, or costs (where or not the subject of a court order), debts or liabilities of any kind however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
- (e) **Confidential Information** means:
 - (i) the terms of this Contract; and
 - (ii) all information disclosed by, or on behalf of, one party to the other party, or anyone on behalf of the other party, in connection with this Contract or any transaction contemplated by this Contract.
- (f) **Complaint** means any complaint, objection, grievance or adverse comment about the Project, the Vendor or any persons associated with the Project (including the Other Persons and any contractor).
- (g) **Contamination** means any substance which harms or is likely to harm the environment or the health or safety of any person including, without limitation, the presence of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous or harmful characteristics or the presence of any asbestos.
- (h) **Contract** means this contract of sale and includes all enclosures and annexures.
- (i) **Day of Sale** means the date of this Contract.
- (j) **Deposit** means the deposit stipulated in the particulars of sale.
- (k) **Environmental Law** means any Law concerning environmental matters, including Laws concerning land use, development, pollution, waste disposal, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation including any law relating to exploration for, or development or exploitation of, any natural resource.
- (l) **Environmental Liability** means any Claim under any Environmental Law which would or could be imposed upon the Purchaser or any occupier of the Property as a result of activities

carried on during the ownership or occupation of the Property by the Vendor, or by the Vendor's predecessors in title or by any previous occupier of the Property but excluding any liability for death or personal injury arising from exposure to Contamination to the extent that such exposure arose prior to Settlement.

- (m) **FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- (n) **FIRB Approval** means advice in writing that the Treasurer of the Commonwealth of Australia has no objection to the acquisition of the Property by the Purchaser pursuant to the provisions of the FIRB Act.
- (o) **General Conditions** means conditions 1 to 35 set out in this Contract and being the same as those general conditions of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Limited as at August 2019.
- (p) **Goods** means the goods described in the particulars of sale.
- (q) **Governmental Agency** means any government, governmental, semi-governmental, administrative, or judicial body or court, department, local council, agency or minister of the Crown.
- (r) **Guarantee** means the form of guarantee and indemnity in Annexure A.
- (s) **Insolvency Event** means in relation to a party, any of the following:
 - (i) a party, being an individual, commits an act of bankruptcy;
 - (ii) a party becomes insolvent;
 - (iii) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
 - (iv) a party assigns any of its property for the benefit of creditors or any class of them;
 - (v) an encumbrancee takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale;
 - (vi) any security interest becomes enforceable or is enforced against the party;
 - (vii) the party has a judgment or order given against it in an amount exceeding \$10,000 or the equivalent in another currency and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
 - (viii) any event that is analogous or having a substantially similar effect to any of the events specified in this definition.
- (t) **Land or land** means the land described in the particulars of sale.
- (u) **Law** means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise and includes any law relating to or affecting the Property or its occupation, use or development.
- (v) **Object** means to make any Claim against the Vendor (before or after the Settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
- (w) **Other Persons** means:
 - (i) any Proponent;
 - (ii) any related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) of any Proponent;
 - (iii) any related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) of the Company; and

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- (iv) any person who owns or occupies the Project Land.
- (x) **Outgoings** means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums or other expenses levied in respect of the Property but excludes:
 - (i) any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date; and
 - (ii) any amounts to which section 10G of *Sale of Land Act 1962* applies.
- (y) **Planning Permit** means the planning permit issued by the Benalla Rural City Council for application number P0102/19 under the Planning and Environment Act 1987 (Vic) for the Project, as first issued on or about 31 January 2020, as subsequently modified, varied or replaced or varied from time to time.
- (z) **Price** means the price stipulated in the particulars of sale.
- (aa) **Project** means the project known as the Goorambat East Solar Farm Project, being the use and development of the Project Land for a renewable energy facility (solar farm), the removal of native vegetation and the construction and display of business identification signage and associated infrastructure and works accordance with endorsed plans, which is the subject of the Planning Permit.
- (bb) **Project Land** means the land on which the Project is to be located, being the land at lots 1 and 2 on Township Plan 399580, lots 1 and 2 on Township Plan 179662, lot 1 on Township Plan 161528 and the land comprised in Crown Allotment 39B, Township Plan 785955Q, Crown Allotment 59A, Crown Allotment 41 and Township Plan 328038H. For avoidance of doubt, Project Land excludes the Land.
- (cc) **Property** means the Land together with any improvements.
- (dd) **Proponent** means the proponent, owner, operator and/or intended owner or operator of the Project from time to time.
- (ee) **Settlement** means the date on which receipt of rent and profits of the Property is provided, title is accepted by the Purchaser and the Price is paid to the Vendor.
- (ff) **Settlement Date** means the due date for settlement stipulated in the particulars of sale.
- (gg) **Vendor Statement** means a statement in accordance with section 32 of the *Sale of Land Act 1962* (Vic) (a copy of which is attached to this Contract) which was given to the Purchaser before the Purchaser signed this Contract and forms part of this Contract.

36.2 Interpretation

In this Contract, unless the contrary intention appears:

- (a) words importing any gender are deemed to include the other genders and words importing the singular include the plural and vice versa;
- (b) words importing natural persons mean and include corporations;
- (c) where more than one person is included in the term “Purchaser” their obligations hereunder are joint and several and any other covenant obligation or undertaking on the part of two or more persons contained in this Contract binds them jointly and severally;
- (d) references to any legislation or to any provision of any legislation include:
 - (i) any modification, re-enactment or replacement of the legislation; and
 - (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;
- (e) the words “including”, “for example”, “such as” or other similar expressions (in any form) are not words of limitation; and

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- (f) any headings have been inserted for guidance only and shall not be deemed to form part of this Contract.

37. AMENDMENTS TO GENERAL CONDITIONS

- 37.1 General Conditions 9, 12, 13, 14.1, 23.2(b), 31.2, 31.3, 31.4, 31.5 and 31.6 do not apply to this Contract.
- 37.2 General Condition 17.2 is deleted and replaced with the following:
“Settlement must be conducted between the hours of 10.00 a.m. and 3.00 p.m. unless the parties agree otherwise.”
- 37.3 General Condition 23.3 is amended by inserting the following at the end of the general condition:
“For avoidance of doubt, the purchaser must provide the property clearance certificate issued by the State Revenue Office required to confirm tax payable under the Land Tax Act 2005 or Windfall Gains Tax Act 2021 in respect of the land, if requested by the vendor.”
- 37.4 General Condition 28 is amended by inserting the following additional General Condition 28.4:
“28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.”
- 37.5 General Condition 32 is amended by inserting the following at the end of the general condition:
“The purchaser acknowledges that the following items constitute ‘a reasonably foreseeable loss’:
- (i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
 - (ii) the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice at \$850 plus GST per notice;*
 - (iii) any commission or other expenses claimed by the vendor’s estate agent or any other person relating to the sale of the property; and*
 - (iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.”*
- 37.6 General Condition 35.4(a) is deleted and replaced with the following:
“35.4 (a) the deposit equal to 10% of the price is forfeited to the vendor as the vendor’s absolute property, whether the deposit has been paid or not.”

38. PAYMENT AND INVESTMENT OF DEPOSIT

- 38.1 The Purchaser must pay the Deposit to the Vendor’s legal practitioner within the time required by this Contract to be held as stakeholder. If the Deposit is paid to the Vendor’s estate agent, the Vendor may require the Vendor’s estate agent to transfer the Deposit to the Vendor’s legal practitioner.
- 38.2 The parties authorise the Vendor’s legal practitioner to invest the Deposit on and from the date the Deposit is received by the Vendor’s legal practitioner with a bank as an unsecured deposit in the name of the Vendor’s legal practitioner as stakeholders under this Contract.
- 38.3 Any interest accruing on the Deposit (less costs, duties and expenses incurred in connection with the investment and holding of the Deposit) belongs to the Vendor unless this Contract is ended by the Purchaser as a consequence of a default by the Vendor in which case it belongs to the Purchaser.
- 38.4 Each party:
- (a) must give to the Vendor’s legal practitioner its tax file number within 7 days of the Day of Sale; and

CONTRACT OF SALE – SPECIAL CONDITIONS

- (b) authorises the Vendor's legal practitioner to give that party's tax file number to the bank with which the Deposit is to be invested.

The Vendor's legal practitioner is not required to invest the Deposit if it is not given the tax file numbers of both parties.

- 38.5 The Purchaser releases the Vendor and the Vendor's legal practitioner from any Claim concerning the investment of the Deposit and any tax payable on any interest on the Deposit.

39. PURCHASER ACKNOWLEDGEMENTS**39.1 Purchaser acknowledgements**

The Purchaser acknowledges that:

- (b) it received:
- (i) a copy of the Vendor Statement signed by the Vendor; and
 - (ii) a copy of this Contract,
- before paying any money or signing this Contract or any document relating to this sale;
- (c) no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the price has been made by or on behalf of any estate agent representing the Vendor;
- (d) it has made all the enquiries with Authorities that a prudent and careful person would make before entering into this Contract;
- (e) it enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment; and
- (f) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's legal practitioner or the Vendor's estate agent other than those expressly set out in this Contract.

39.2 Acceptance of condition of property

The Purchaser accepts the Property (including any Goods) in an 'as is' condition and in its state of repair and condition and subject to any latent or patent defects or any infestation or dilapidation existing at the Day of Sale and existing at the Settlement Date. The Purchaser agrees that the Vendor is not responsible for the repair or maintenance of any defects (including the costs associated with the repair and maintenance) of the Property, including any fence on the Property.

39.3 Identity

The Purchaser admits that:

- (a) the Property as inspected by it is identical with the Property described in the title particulars contained in the particulars of sale;
- (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
- (c) improvements located on adjoining properties do not encroach on to the Land; and
- (d) any improvements on the Land comply with all Laws.

39.4 Encumbrances

- (a) Without limiting General Condition 5.1(a), the Property is sold subject to the encumbrances detailed in the particulars of sale.
- (b) The Purchaser acknowledges that:
 - (i) sewers, drains or other services may be laid outside registered easements; and

CONTRACT OF SALE – SPECIAL CONDITIONS

- (ii) the Property may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the Vendor and which may not be apparent from inspection of the Property.

39.5 Restrictions on use and compliance with Laws

- (a) The Property is sold subject to all Laws affecting the Property, its use and development.
- (b) No Law constitutes a defect in the Vendor's title or affects the validity of this Contract.
- (c) The Purchaser is responsible for remedying, at its own cost, any failure of the Property to comply on the Day of Sale with any Laws affecting the Property, including any requirements to fence any pool or spa or install smoke detectors.
- (d) The Vendor has not made any representation or warranty that:
 - (i) the Property is suitable for any purpose which the Purchaser may have indicated as its intention to pursue; or
 - (ii) any permit of any nature whatsoever has been obtained or is available from any Authority.

39.6 No Claim

The Purchaser may not Object because of any matter referred to in this Special Condition 39.

40. ENVIRONMENTAL

- 40.1 The Purchaser must not Object because of the presence of any Contamination in, on, under or affecting the Land.
- 40.2 From Settlement, the Purchaser:
 - (a) assumes full liability and responsibility for all Environmental Liability;
 - (b) indemnifies the Vendor, its officers, agents and employees from and against all Environmental Liability; and
 - (c) releases and discharges the Vendor, its officers, agents and employees from all Environmental Liability to the Purchaser.

41. FENCING

- 41.1 The Purchaser agrees that:
 - (a) the Price has been reduced by an amount calculated to cover the costs of the Vendor contributing towards a dividing boundary fence along the boundary of the Property and any such adjoining land; and
 - (b) the Purchaser will not seek any contribution from the Vendor towards any costs to erect any boundary fence.
- 41.2 This special condition will not merge upon settlement of this Contract.

42. GUARANTEE AND INDEMNITY

- 42.1 If the Purchaser is a corporation, the Purchaser must procure the execution of the Guarantee by all directors of the Purchaser contemporaneously with the execution of this Contract.
- 42.2 Where the Purchaser nominates a corporation under Special Condition 43 the Purchaser must procure the execution of the Guarantee by all directors of the nominee contemporaneously with exercise of the right to nominate.

43. NOMINATION

- 43.1 The Purchaser may not nominate a substitute or additional purchaser pursuant to General Condition 4 (***Nominated Purchaser***) unless it has delivered to the Vendor at least 15 Business Days before the Settlement Date:
- (a) an executed form of nomination which:
 - (i) states the Nominated Purchaser's full name, address, telephone number, email address, date of birth and tax file number;
 - (ii) includes either:
 - A. a warranty that FIRB Approval is not required for the purchase of the Property by the Nominated Purchaser (in which case the indemnity in Special Condition 45.2(b) will be deemed to be given by the Nominated Purchaser); or
 - B. a warranty that FIRB Approval is required for the purchase of the Property and has been obtained, and a copy of the approval;
 - (iii) the Nominated Purchaser agrees to assume and be bound by, observe and perform the terms and provisions binding on, and the obligations and agreements of, the Purchaser, under this Contract as if the Nominated Purchaser originally signed the Contract; and
 - (b) a direction that the Deposit is to be held on behalf of the Nominated Purchaser; and
 - (c) if applicable, a Guarantee in accordance with Special Condition 42.2.
- 43.2 If the Purchaser complies with its obligations under Special Condition 43.1, then if required by the Vendor, the Purchaser must, at least 10 Business Days prior to Settlement Date, procure at the Nominated Purchaser's cost, a deed that is entered into by the Purchaser and the Nominated Purchaser with the Vendor on terms and conditions acceptable to the Vendor, including covenants with the Vendor that the Nominated Purchaser agrees:
- (a) to be bound by the obligations of the Purchaser under this Contract;
 - (b) to indemnify the Vendor against any Claim arising out of or in connection with any breach of the representation or warranty required under 43.1(a)(ii) of this Contract;
 - (c) agree that it is deemed to have accepted title; and
 - (d) that in addition to any other costs pursuant to Special Condition 43.2, the Nominated Purchaser will also be liable for the Vendor's legal costs of \$450.00 plus GST to cover the additional administrative attendances and advice to the Vendor in respect of the proposed nomination and the application of General Condition 4 and Special Condition 43
- 43.3 Upon the nomination of the Nominated Purchaser, the Purchase agree that:
- (a) the Purchaser remains personally liable for the due performance of all of the Purchaser's obligations under this Contract;
 - (b) all moneys previously paid by the Purchaser under this Contract are deemed to have been paid by the Nominated Purchaser; and
 - (c) the Nominated Purchaser is deemed to have accepted title.

44. DUTIES FORM AND SETTLEMENT STATEMENT

- 44.1 In this Special Condition:
- (a) ***Duties Form*** means the digital duties form available on the Victorian State Revenue Office website;

CONTRACT OF SALE – SPECIAL CONDITIONS

- (b) **Settlement Statement** means the settlement statement created by the Victorian State Revenue Office website following completion of the Duties Form by both parties;
- (c) **Transferee Statement** means those parts of the Duties Form which are to be completed by the Purchaser; and.
- (d) **Transferor Statement** means those parts of the Duties Form which are to be completed by the Vendor.

44.2 The Vendor must:

- (a) complete the Transferor Statement;
- (b) invite the Purchaser to complete the Duties Form no later than 10 Business Days prior to the Settlement Date;
- (c) make any changes to the Transferor Statement reasonably requested by the Purchaser; and
- (d) following the Purchaser's compliance with Special Condition 44.3(b), sign the Duties Form by no later than 2 Business Days prior to the Settlement Date, unless there is a manifest error in the Transferee Statement in which case the Vendor must promptly notify the Purchaser of the error and request that the Purchaser amend it.

44.3 The Purchaser must:

- (a) complete the Transferee Statement;
- (b) sign the Duties Form by no later than 5 Business Days prior to the Settlement Date, unless there is a manifest error in the Transferor Statement in which case the Purchaser must promptly notify the Vendor of the error and request that the Vendor amend it;
- (c) make any changes to the Transferee Statement reasonably requested by the Vendor and sign or (or re-sign) the amended Duties Form within 1 Business Day of being requested to do so.

44.4 If the Purchaser does not comply with its obligations under Special Condition 44.3(b), the Vendor may refuse to complete this Contract until 10 Business Days after the Duties Form is signed by the Purchaser.

44.5 If this Contract is not completed on or before the Settlement Date and the delay is authorised by Special Condition 44.4, the Purchaser is deemed to have defaulted in the payment of the unpaid balance of the Price from the Settlement Date until the Settlement.

45. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

45.1 The Purchaser warrants that either:

- (a) FIRB Approval is not required for the purchase of the Property by the Purchaser, or
- (b) if FIRB Approval is required for the purchase of the Property by the Purchaser, the Purchaser has obtained that approval.

45.2 The Purchaser:

- (a) acknowledges that the Vendor is relying on the Purchaser's warranty contained in Special Condition 45.1; and
- (b) indemnifies the Vendor against all Claims including any consequential loss which the Vendor may incur or may become liable for as a consequence of the Vendor having relied upon the Purchaser's warranty when entering into this Contract.

45.3 If this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of the warranty contained in Special Condition 45.1 the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

CONTRACT OF SALE – SPECIAL CONDITIONS**46. STAMP DUTY**

The Purchaser:

- (a) must pay all stamp duties (including penalties and fines) payable on this Contract and the transfer of the Property; and
- (b) indemnifies the Vendor against any Claim which the Vendor pays, suffers, incurs or is liable for as a result of the Purchaser's:
 - (i) delay or failure to pay those duties; or
 - (ii) failure to make proper disclosures to the Commissioner for State Revenue Victoria in relation to those duties.

47. CONFIDENTIALITY

47.1 Each party undertakes to keep the Confidential Information confidential and not to disclose the Confidential Information to any person except:

- (a) to employees, legal advisers, auditors and other consultants of the party or its related bodies corporate requiring the information for the sole purposes of this Contract; or
- (b) with the prior written consent of the party who supplies the information; or
- (c) if the information is, at the date of this Contract, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
- (d) if required by law or a stock exchange; or
- (e) for the purpose of enforcing or otherwise giving effect to the terms of this Contract; or
- (f) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

47.2 The obligations of the parties under this Special Condition 47 will survive Settlement or termination of this Contract and continue unless and until a party notifies the other party otherwise.

48. PURCHASER WARRANTIES**48.1 General Warranties**

The Purchaser represents and warrants that, as at the Day of Sale and as at Settlement that:

- (a) it has full legal capacity and power to:
 - (i) own property; and
 - (ii) enter into and perform its obligations under this Contract;
- (b) it has taken all action required, and obtained or been granted all consents, approvals, permissions and authorisations, whether internal or external, necessary to enable it to enter into, and perform its obligations under, this Contract;
- (c) this Contract constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) no representation, warranty or other information provided by it contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading.

48.2 Purchaser as trustee

If the Purchaser is entering into this Contract as the trustee of any trust or settlement (**Trust**) the Purchaser warrants on the Day of Sale and again as at Settlement that:

CONTRACT OF SALE – SPECIAL CONDITIONS

- (a) the Trust is duly constituted under relevant Laws and no action has been taken or proposed to terminate the Trust;
- (b) it has the power and authority under the terms of the Trust to enter into and perform its obligations under this Contract;
- (c) it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust or to appoint an additional trustee;
- (d) it is not in default under the terms of the Trust;
- (e) it enters into this Contract as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust; and
- (f) it has a right to be fully indemnified out of the Trust assets in respect of all of its obligations and liabilities incurred by it under this Contract and the assets of the Trust are sufficient to satisfy that right.

49. WAIVER OR VARIATION

- 49.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 49.2 The exercise of a power or right does not preclude:
 - (a) its future exercise; or
 - (b) the exercise of any other power or right.
- 49.3 The variation or waiver of a provision of this Contract or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- 49.4 Waiver of any power or right under this Contract:
 - (a) must be in writing signed by the party entitled to the benefit of that power or right; and
 - (b) is effective only to the extent set out in that written waiver.

50. AUCTION RULES**50.1 Application**

If the Property is offered for sale by public auction then this Special Condition 50 will apply.

50.2 Offer by auction

Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.

50.3 Conduct

The Rules for the conduct of the auction shall be set out in the *Sale of Land (Public Auctions) Regulations 2024*, or any rules prescribed by regulation which modify or replace those rules together with the additional requirements as set out in this Special Condition.

50.4 Signing of Contract

- (a) Within 15 minutes after the fall of the hammer the successful bidder must:
 - (i) sign this Contract;
 - (ii) pay the Deposit; and
 - (iii) arrange for all persons to sign the Guarantee as required under this Contract.

CONTRACT OF SALE – SPECIAL CONDITIONS

- (b) If the successful bidder fails to comply with Special Condition 50.4(a), the Vendor may sell the Property, either by auction or private treaty, to any other person. In that event the successful bidder will not have any:
- (i) right of action against the Vendor or the Vendor's agent; or
 - (ii) interest in the Property, whether legal or equitable.

51. PROJECT

51.1 The Purchaser acknowledges that both before and after Settlement:

- (a) the ongoing construction and operation of the Project may cause disruption to the Purchaser and have impacts upon the amenity of the Property;
- (b) the Planning Permit has been granted to the Project which contains requirements for the management of any amenity impacts arising from the construction and operation of the Project;
- (c) the Purchaser has informed itself in relation to the potential impacts of the construction and operation of Project on the Property.

51.2 The Purchaser must not:

- (a) bring proceedings (or cause or permit any third party to bring any proceedings) seeking to enforce any condition on any Approval in relation to amenity or other impacts resulting from the construction or operation of the Project,
- (b) Object or make any Claims against the Vendor in relation to amenity or other impacts resulting from the construction or operation of the Project;
- (c) make any Complaint (or procure that any third party makes any Complaint) to any Governmental Agency in relation to amenity or other impacts resulting from the construction or operation of the Project.

51.3 The Purchaser releases the Vendor from all Claims, which they may have against the Vendor or which might be payable by the Vendor in respect of, or in relation to, the Project's amenity impacts, or other impacts on, or disruption or nuisance to, the Vendor or the Property (as applicable).

51.2 This Special Condition will not merge upon settlement of this Contract.

52. OUTGOINGS

52.1 All Outgoings for the Property must be adjusted between the Vendor and the Purchaser on the basis that they have or must be paid by the Vendor. Despite this special condition, the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.

52.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser is either:

- (a) on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which the surface area of the Property bears to the surface area of the land that is subject to the assessment; or
- (b) on such other basis as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

53. CHATTELS, RUBBISH AND OTHER GENERAL MAINTENANCE

53.1 From the Day of Sale, the Purchaser agrees that the Vendor may, but is not obliged to:

- (a) cut the grass on the Property;

CONTRACT OF SALE – SPECIAL CONDITIONS

- (b) keep the Property neat and tidy;
- (c) remove any rubbish, debris or chattels from the Property;
- (d) undertake any general maintenance of the Property;
- (e) take all reasonable steps to protect the Property from any damage and to avoid rubbish being dumped on the Property, including, without limitation, installing temporary fencing to secure the Property, if required.

53.2 The Purchaser agrees that any rubbish or debris located on the Property as at settlement will be the responsibility of the Purchaser to remove and dispose of at its own cost in all respects.

53.3 If any chattels remain on the Property after Settlement, then the Vendor gives no representation or warranty as to ownership of such chattels. It will be the Purchaser's responsibility, if it wishes to do so after Settlement, to remove any such chattels from the Property and dispose of them at its own risk, cost and expense in all respects.

53.4 The Purchaser acknowledges and agrees that the Vendor is not required to deliver the Property to the Purchaser at settlement in the same condition it was in on the Day of Sale. The Purchaser will accept the state and condition of the Property as at settlement and may not Object because of any matter referred to in this Special Condition 53.

54. SETTLEMENT RESCHEDULING FEE

If the Purchaser fails to settle at the time and place scheduled for Settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's legal practitioner the sum of \$500.00 plus GST representing the Vendor's legal costs to reschedule settlement, together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

55. CHRISTMAS PERIOD

55.1 The Settlement Date stipulated in the particulars of sale must not be between 22 December 2025 and 16 January 2026 (inclusive) (**Christmas Period**). In the event that a date within the Christmas Period is stipulated as the Settlement Date, then this Special Condition 55 shall prevail, and the due date for settlement will be 17 January 2026. For avoidance of doubt, if the Settlement Date stipulated in the particulars of sale falls on a date before the Christmas Period, and if due to the default of the Purchaser, the Purchaser is unable to complete the settlement before the Christmas Period, the Purchaser agrees that interest is payable on any money owing under the Contract during the period of default, including the Christmas Period, until the date the settlement is effected.

56. INSOLVENCY EVENT DEEMED DEFAULT

56.1 If an Insolvency Event occurs in relation to the Purchaser or any Guarantor, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

56.2 An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

57. WHOLE AGREEMENT

In relation to the subject matter of this Contract:

- (b) this Contract is the whole agreement between the parties; and



CONTRACT OF SALE – SPECIAL CONDITIONS

- (c) this Contract supersedes all oral and written communications by or on behalf of any of the parties.

58. GENERAL

58.1 Further assurances

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Contract.

58.2 Counterparts

This Contract may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Contract will be the date on which it is executed by the last party.

58.3 Severance

If any part of this Contract is invalid or unenforceable, this Contract does not include it. The remainder of this Contract continues in full force.



CONTRACT OF SALE – ANNEXURES

ANNEXURE A – GUARANTEE



DEED OF GUARANTEE AND INDEMNITY

Details

The Guarantor

Name:

Address:

Email:

And

Name:

Address:

Email:

Date of Deed:

Introduction

- A. The Vendor and the Purchaser have entered into the Contract.
- B. As a condition of the Contract, the Vendor requires the Guarantor to guarantee performance of the Contract by the Purchaser.
- C. The Guarantor will give the guarantee on these terms and conditions.
- D. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to them.

Terms

It is agreed

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this deed:

- (a) **Business Day** means any day other than a Saturday, Sunday or public holiday in Melbourne.
- (b) **Contract** means the contract of sale dated on or about the date of this deed between the Vendor and the Purchaser for the sale of the Property by the Vendor to the Purchaser to which this deed is annexed.
- (c) **Loss** means any claim, loss, liability, cost (including legal costs on a solicitor and own client basis) or expense of any kind.
- (d) **Property** means the property described as Crown Allotment 39A Parish of Goorambat being part of "Yallambee" 379 Goorambat-Chesney, Goorambat VIC 3725.
- (e) **Purchaser** means _____.
- (f) Vendor means Goorambat East Solar Farm Pty Ltd (ACN 652 230 521) as trustee for the Goorambat East Solar Farm Trust (ABN 60 585 057 338).

DEED OF GUARANTEE AND INDEMNITY

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause is a reference to a clause of this deed.
- (f) A reference to an agreement or document including, without limitation, a reference to this deed is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this deed or that other agreement or document.
- (g) A reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns and, where applicable, the party's legal personal representatives.
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement as so defined in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to dollars and \$ is to Australian currency.
- (l) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (m) The meaning of general words is not limited by specific examples introduced by including or for example or similar expressions.
- (n) Nothing in this deed is to be interpreted against a party solely on the ground that the party put forward this deed or any part of it.

2. GUARANTEE

2.1 Undertaking

In consideration of the Vendor entering into the Contract at the request of the Guarantor and to induce the Vendor to enter into the Contract, the Guarantor:

- (a) unconditionally and irrevocably guarantees to the Vendor on demand the due and punctual performance by the Purchaser of all its obligations under the Contract; and
- (b) separately indemnifies the Vendor against any Loss incurred by the Vendor as a result of any default or delay by the Purchaser in performing any of its obligations under the Contract.

2.2 Principal obligation

This clause 2 is a principal obligation of the Guarantor and may not be treated as ancillary or collateral to any right or obligation. The Guarantor waives any right it may otherwise have of first

requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming against the Guarantor.

2.3 Liability unaffected by other events

The liability of the Guarantor under this clause 2 is not affected by any act, omission or thing which, but for this clause 2, might operate to release or discharge the Guarantor from any of its obligations (whether with or without the consent of the Guarantor). This includes any of the following:

- (a) the grant to the Purchaser or any other person of any time, waiver or other indulgence, or the discharge or release of the Purchaser or any other person from any liability or obligation;
- (b) any transaction or arrangement that may take place between the Vendor and the Purchaser or any other person or the Purchaser and a financier or any other person in respect of financing of the Contract;
- (c) the insolvency or winding up of the Purchaser or any other person;
- (d) the failure or omission or any delay by the Vendor or the Purchaser to notify the Guarantor of any default by the Purchaser or any other person under this deed; and
- (e) any legal limitation, disability, incapacity or other circumstances related to the Purchaser or any other person.

2.4 Continuing guarantee and indemnity

This deed:

- (a) extends to cover the Contract as amended, varied or replaced (whether with or without the consent of the Guarantor); and
- (b) is a continuing guarantee and indemnity and despite assignment, revocation, discontinuance or discharge of the Contract, remains in full force and effect for so long as the Purchaser has any liability or obligation to the Vendor and until all of those liabilities or obligations are fully discharged.

2.5 Acknowledgement

The Guarantor acknowledges that:

- (a) it has been given a copy of the Contract had has had full opportunity to consider its provision before entering into this deed; and
- (b) except as expressly set out in this deed and the Contract, it has not entered into its obligations under this clause 2 as a result of or by reason of any promise, representation, warranty, inducement or information given to it or the Purchaser or to any person on their respective behalf by or on behalf of the Vendor.

2.6 No set off

The Guarantor may not set off, deduct or withhold any money that it is or may be liable to pay to the Purchaser under this clause 2 against any money that the Purchaser is liable to pay to the Vendor or the Guarantor, whether under this deed or otherwise.

2.7 Rescission or payment

If for any reason (including under any law relating to insolvency, fiduciary obligations or the protection of creditors or as a result of the Purchaser not having had the power to enter into all or part of the Contract):

- (a) all or part of any transaction of any nature (including any payment or transfer) that affects or relates in any way to the money that the Guarantor is or may be liable to pay to the Vendor under this deed is void, set aside or voidable;

DEED OF GUARANTEE AND INDEMNITY

- (b) any claim that anything contemplated by clause 2.7(a) is so upheld, conceded or compromised; or
- (c) the Vendor is required to return or repay any money or asset received by it under any transaction or the equivalent in value of that money or asset,

the Vendor will immediately become entitled against the Guarantor to all rights in respect of that money that it would have had if all or the relevant part of the transaction or receipt had not taken place. The Guarantor indemnifies the Vendor against any resulting Loss that may be incurred by the Vendor. Unless the Vendor expressly agrees otherwise, this clause 2 continues after the revocation, discontinuance or discharge of the Contract.

3. NOTICES

3.1 Giving Notice

Any notice, demand, consent or other communication (**Notice**) given or made by a party under this deed:

- (a) may be given or received by its legal practitioner or conveyancer;
- (b) must be in writing;
- (c) must be hand delivered, sent by prepaid post or transmitted by e-mail or facsimile to the recipient's address as details in the particulars of sale (or as varied by Notice);

3.2 Receipt

A Notice will be taken to be duly given or made:

- (a) in the case of delivery in person, when delivered;
- (b) in the case of delivery by post by:
- (c) express post, on the next Business Days after the date of posting, unless proved otherwise; and
- (d) otherwise on the sixth Business Day after the date of posting, unless proved otherwise;
- (e) in the case of delivery by facsimile, on the time recorded on the transmission report indicated successful transmission of the entire notice; and
- (f) in the case of delivery by e-mail, at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000 (Vic)*,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

4. ENTIRE AGREEMENT

This deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

5. NO WAIVER

No failure to exercise or any delay in exercising any right, power or remedy under this deed operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

DEED OF GUARANTEE AND INDEMNITY

6. REMEDIES CUMULATIVE

The rights, powers and remedies provided to the Vendor under this deed are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement.

7. ASSIGNMENT

The rights and obligations of each party under this deed are personal. They cannot be assigned, encumbered or otherwise dealt with and no party may attempt, or purport, to do so without the prior written consent of all parties.

8. COSTS AND STAMP DUTY

The Guarantor must bear its own costs arising out of the negotiation, preparation and execution of this deed. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this deed and any instrument executed under this deed must be borne by the Guarantor. The Guarantor must indemnify the Vendor and the Purchaser on demand against any liability for that stamp duty.

9. GENERAL

9.1 Further assurances

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this deed.

9.2 Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

9.3 Severance

If any part of this deed is invalid or unenforceable, this deed does not include it. The remainder of this deed continues in full force.

9.4 No merger

Nothing in this deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

10. GOVERNING LAW AND JURISDICTION

The laws of the State or Territory in which the Property is situated govern this deed. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this deed.

11. GST

11.1 If there is any taxable supply under or in connection with this deed, the amounts paid or payable by the Guarantor for such supply by the Vendor shall be varied by the amount of the GST payable on such taxable supply so that the net amount received by the Vendor in respect of such taxable supply (after payment of GST) is unchanged.

11.2 Any tax invoice rendered by a party to this deed to another party to this deed which purports to charge GST on a taxable supply under this deed must comply with the requirements for taxable invoices of supplies and record keeping of recipients of taxable supplies for the purpose of claiming GST input tax credits from the Australian Taxation Office.



DEED OF GUARANTEE AND INDEMNITY

11.3 In this clause 11:

- (a) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) **GST, taxable supply, tax invoice and input tax credit** have the same meaning as in the GST Act.

EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED by)
)
 in the presence of:)

Signature

Signature of witness

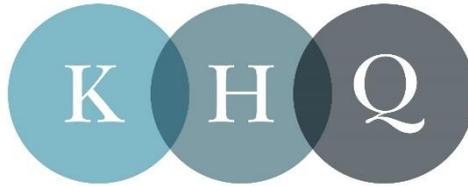
Name of witness (please print)

SIGNED SEALED AND DELIVERED by)
)
 in the presence of:)

Signature

Signature of witness

Name of witness (please print)



L A W Y E R S

Vendor Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

Property: . Crown Allotment 39A Parish of Goorambat being part of "Yallambee" 379 Goorambat-Chesney, Goorambat VIC 3725

KHQ Lawyers
Level 4, 600 Bourke Street
Melbourne VIC 3000
PO Box 597
Collins Street West VIC 8007
EH:250233
6869075v2

03 9663 9877
property@khq.com.au
www.khq.com.au



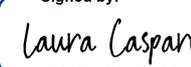
VENDOR STATEMENT

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

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	Crown Allotment 39A Parish of Goorambat being part of "Yallambee" 379 Goorambat-Chesney, Goorambat VIC 3725	
Vendor's name	Goorambat East Solar Farm Pty Ltd (ACN 652 230 521) as trustee for the Goorambat East Solar Farm Trust	Date 03 April 2025
Vendor's signature	Signed by:  Laura Caspari 93AA049E0C9845C...	Signed by:  Lawrence KIM 0E84CBACCEFA416...
Purchaser's name		Date / /
Purchaser's signature		

VENDOR STATEMENT

1. FINANCIAL MATTERS

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

As set out in the attached certificates.

The purchaser will be responsible for council and water rates, land tax and other similar charges as and from settlement. The amount of land tax payable on the property following settlement (if any) will depend on the purchaser and the purchaser's use of the property – the purchaser should make own enquiries in relation to the land tax payable.

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*

Not applicable

1.3 Terms Contract

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

Not applicable

1.4 Sale Subject to Mortgage

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

Not applicable

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

- (a) *The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows:*

AVPCC No. 530

- (b) *Is the land tax reform scheme land within the meaning of the CIPT Act?*

No

- (c) *If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:*

Not applicable.

VENDOR STATEMENT

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) are as follows:*

- (i) Planning Permit P0102/19 issued by the Benalla Rural City Council;
- (ii) as set out in the attached copies of title documents and as disclosed in special condition 51 the contract, otherwise none to the vendors knowledge.

(b) *Particulars of any existing failure to comply with the terms of the easements, covenant or restrictions referred to in 3.1(a)*

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993 (Vic) if the square box is marked with an 'x'

3.4 Planning Scheme

Details of any planning scheme which applies to the land.

Attached is a planning certificate with the required information.

VENDOR STATEMENT

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:

Other than as disclosed in the contract or this vendor's statement and attached certificates, none to the vendor's knowledge. The vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendor.

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:

None to the vendor's knowledge.

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 (Vic) are as follows:

None to the vendor's knowledge.

5. BUILDING PERMITS

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

Not applicable. However, please see attached certificate.

6. OWNERS CORPORATION

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

Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

Not applicable



VENDOR STATEMENT

8. SERVICES

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

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

The purchaser is responsible to arrange for the connection of any services not connected. The purchaser is also liable for any connection fees for any services not connected.

9. TITLE

Attached are copies of the following documents:

- (a) A copy of the register search statement and the document, or part of the document, referred to as a diagram location in the register search statement that identifies the land from which the property will be derived and its location, being certificate of title Volume 07798 Folio 035
- (b) title plan TP296000D
- (c) Planning certificate
- (d) Property reports
- (e) Planning property reports (including Designated Bushfire Prone Area reports)
- (f) Planning permit P0102/19 issued by the Benalla Rural City Council
- (g) Land information certificate
- (h) SRO property clearance certificate (land tax, and windfall gains tax, and Commercial and Industrial Property Tax)
- (i) Building Regulations 51(1) and 51(2) certificates
- (j) Certificate pursuant to section 90 of *Catchment and Land Protection Act 1994*
- (k) VicRoads certificate
- (l) EPA certificate
- (m) Due diligence checklist

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

VENDOR STATEMENT

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 (Vic).

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 (Vic) 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 (Vic) 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 (Vic) 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.)

Attached



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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 07798 FOLIO 035

Security no : 124122629802Q
Produced 06/03/2025 04:43 PM

LAND DESCRIPTION

Crown Allotment 39A Parish of Goorambat.
PARENT TITLE Volume 05993 Folio 593
Created by instrument 2523916 17/10/1952

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GOORAMBAT EAST SOLAR FARM PTY LTD of LEVEL 23 2 SOUTHBANK BOULEVARD
SOUTHBANK VIC 3006
AY341259X 26/08/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY341260P 26/08/2024
BNP PARIBAS

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP296333D 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: "YALLAMBEE" 379 GOORAMBAT-CHESNEY ROAD GOORAMBAT VIC 3725

ADMINISTRATIVE NOTICES

NIL

eCT Control 19300F ALLENS
Effective from 26/08/2024

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP296333D
Number of Pages (excluding this cover sheet)	1
Document Assembled	06/03/2025 16:43

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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

1117685

APPLICANT'S NAME & ADDRESS

KELLY HAZELL QUILL LAWYERS C/- INFOTRACK (PRACTICE
EVOLVE) C/- LANDATA

DOCKLANDS

VENDOR

GOORAMBAT EAST SOLAR FARM PTY
LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

63037

This certificate is issued for:

LAND CONTAINED IN VOLUME: 7798 FOLIO: 035 CROWN ALLOTMENT 39A PARISH OF GOORAMBAT ALSO
KNOWN AS 379 GOORAMBAT-CHESNEY ROAD GOORAMBAT
BENALLA RURAL CITY

The land is covered by the:

BENALLA PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

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

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

06 March 2025

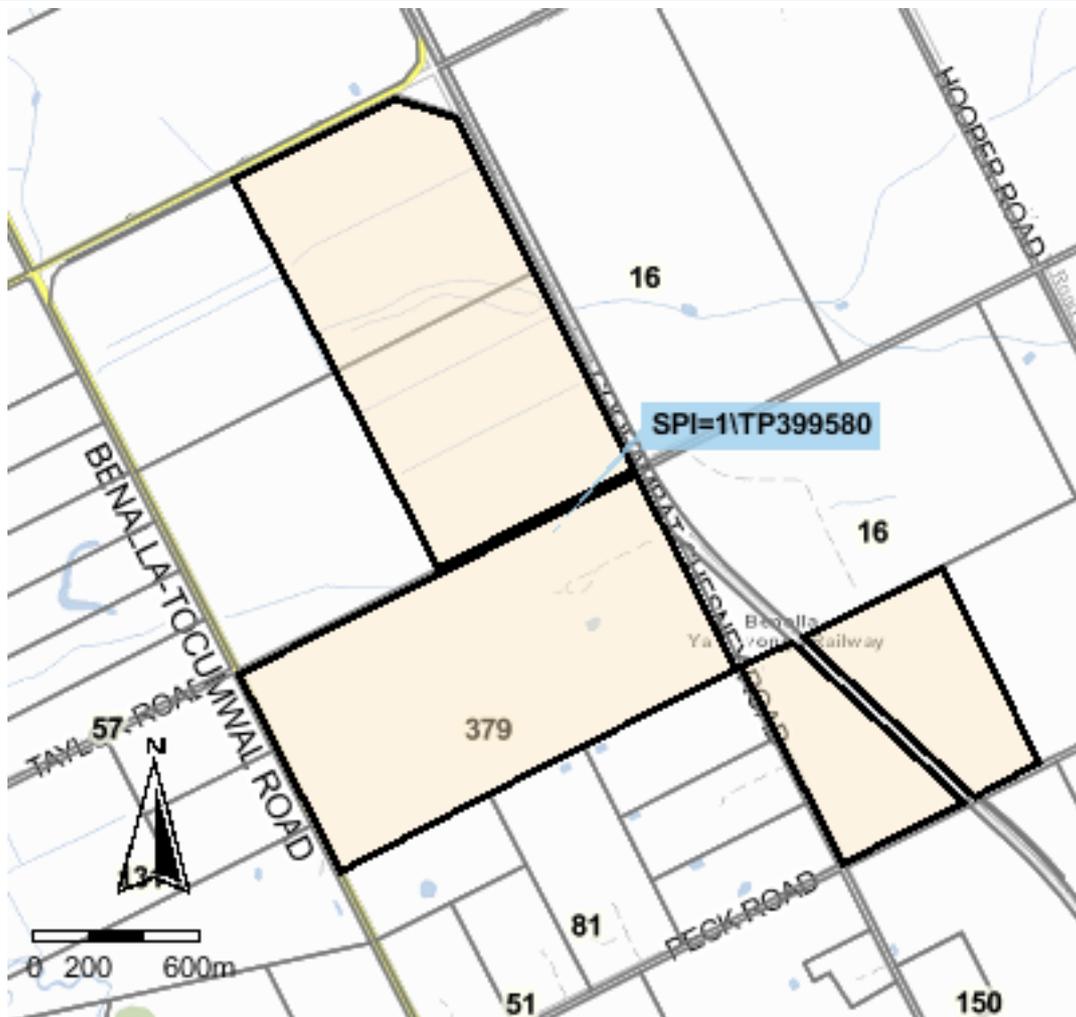
Sonya Kilkeny
Minister for Planning

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 05 March 2025 05:35 AM

PROPERTY DETAILS

Address: **379 GOORAMBAT-CHESNEY ROAD GOORAMBAT 3725**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **BENALLA** www.benalla.vic.gov.au
 Council Property Number: **A10815**
 Planning Scheme: **Benalla** [Planning Scheme - Benalla](#)
 Directory Reference: **Vicroads 33 G8**

This property has 4 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **North East Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **EUROA**

OTHER

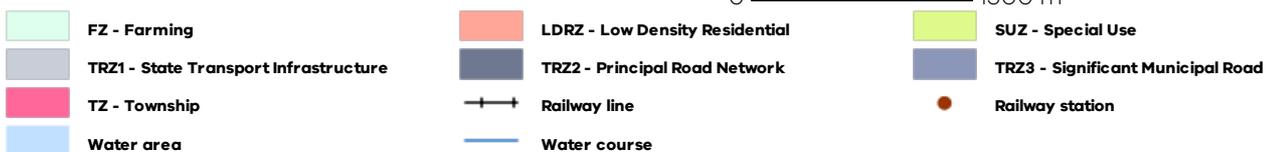
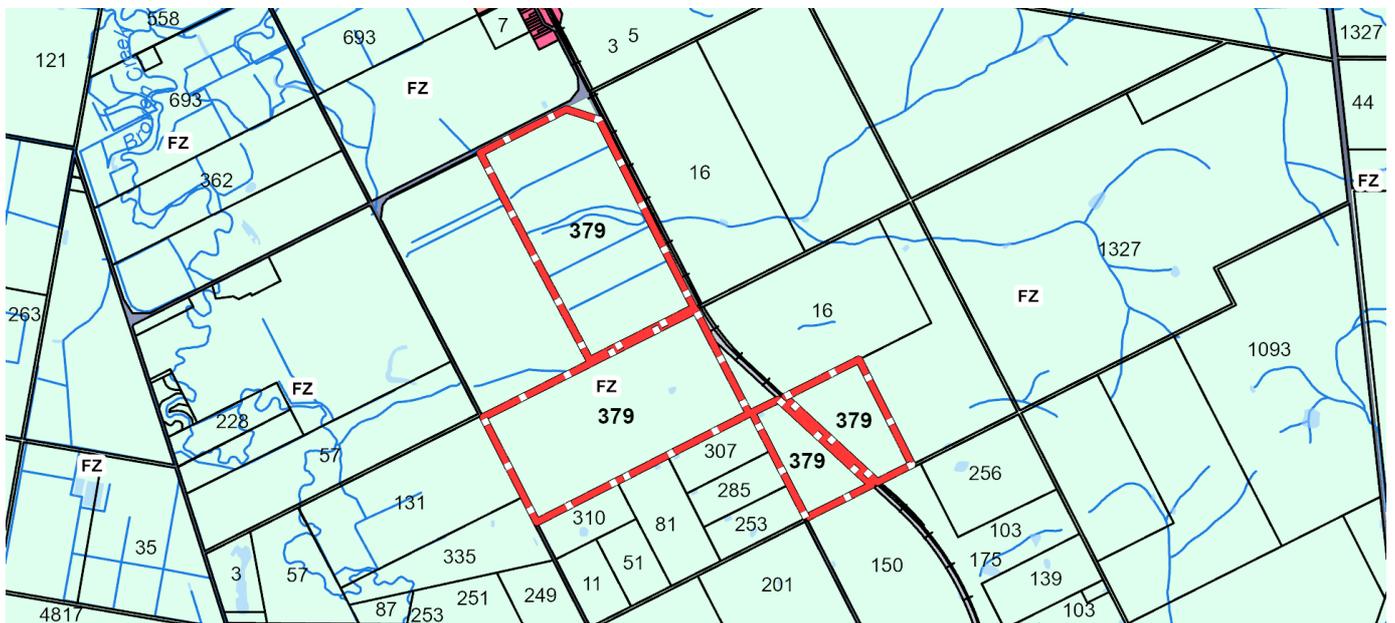
Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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

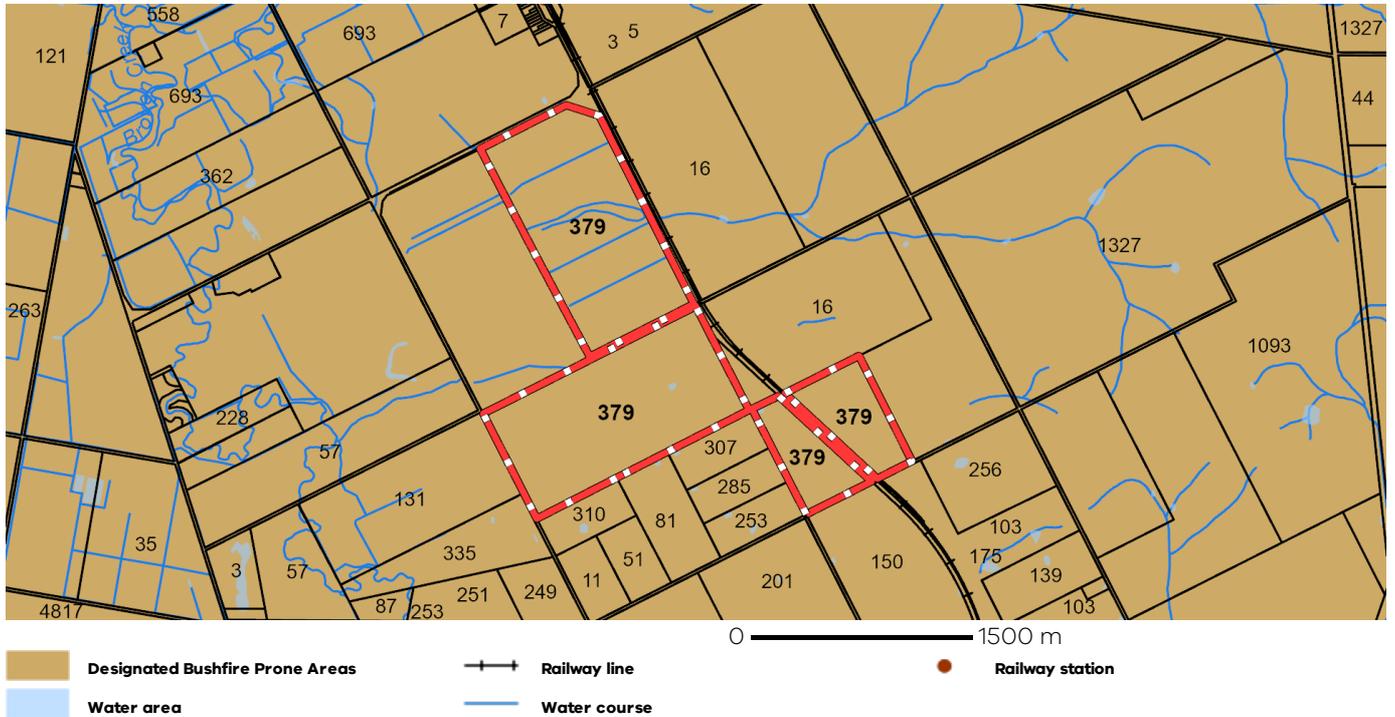
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> 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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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 March 2025 07:59 AM

PROPERTY DETAILS

Crown Description: **Allot. 39A PARISH OF GOORAMBAT**

Address: **379 GOORAMBAT-CHESNEY ROAD GOORAMBAT 3725**

Standard Parcel Identifier (SPI): **39A\PP2704**

Local Government Area (Council): **BENALLA** www.benalla.vic.gov.au

Council Property Number: **A10815 (Part)**

Planning Scheme: **Benalla** [Planning Scheme - Benalla](#)

Directory Reference: **Vicroads 33 G8**

This parcel is one of 4 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **North East Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **EUROA**

OTHER

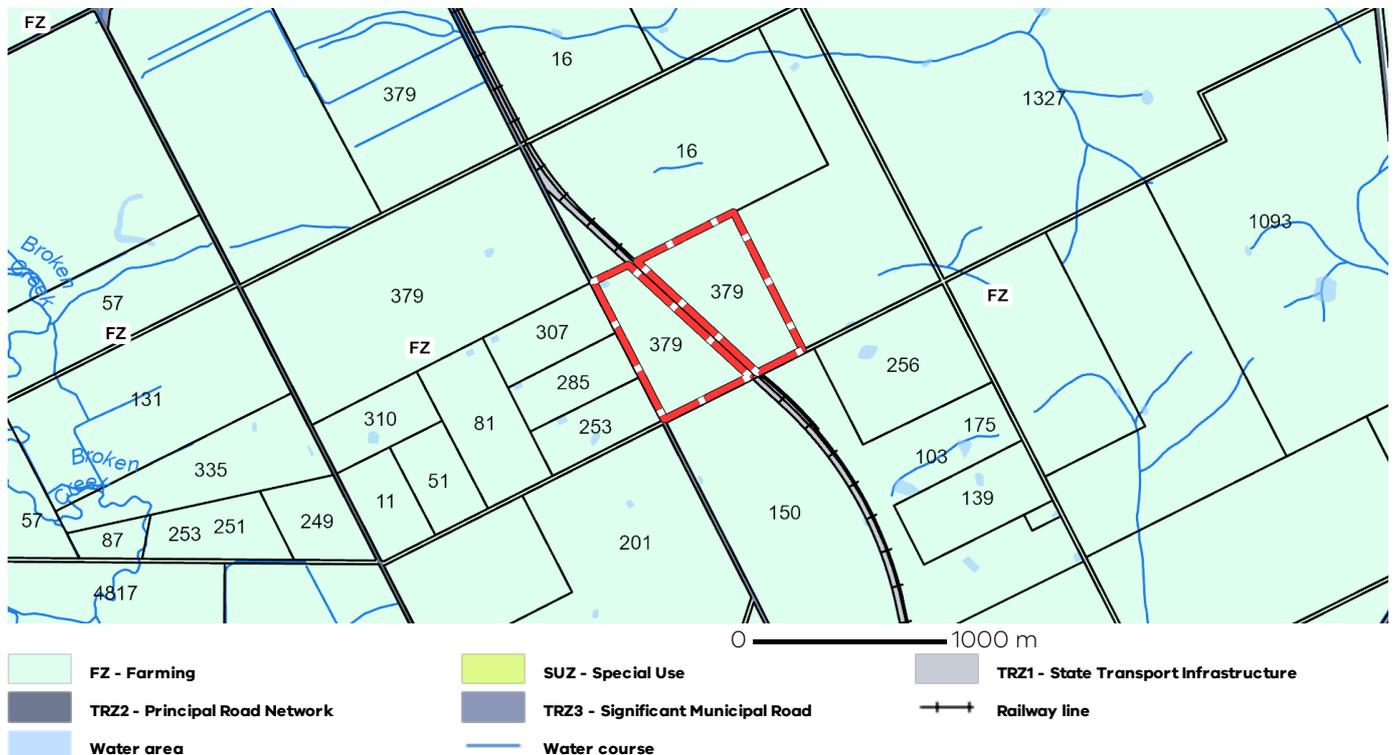
Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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PLANNING PROPERTY REPORT

Planning Overlay

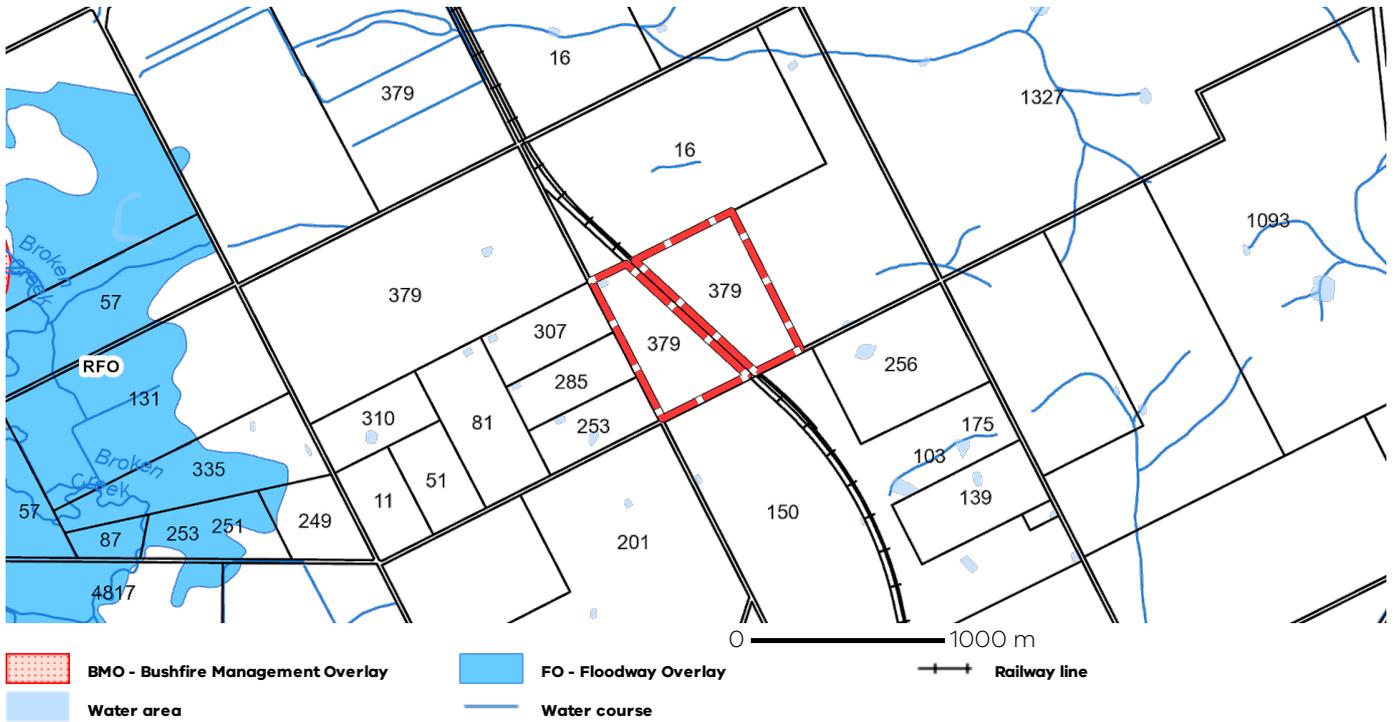
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[RURAL FLOODWAY OVERLAY \(RFO\)](#)



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

Further Planning Information

Planning scheme data last updated on 25 March 2025.

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

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> 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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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PROPERTY REPORT

From www.land.vic.gov.au at 06 March 2025 02:51 PM

PROPERTY DETAILS

Address: **379 GOORAMBAT-CHESNEY ROAD GOORAMBAT 3725**

Lot and Plan Number: **This property has 4 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

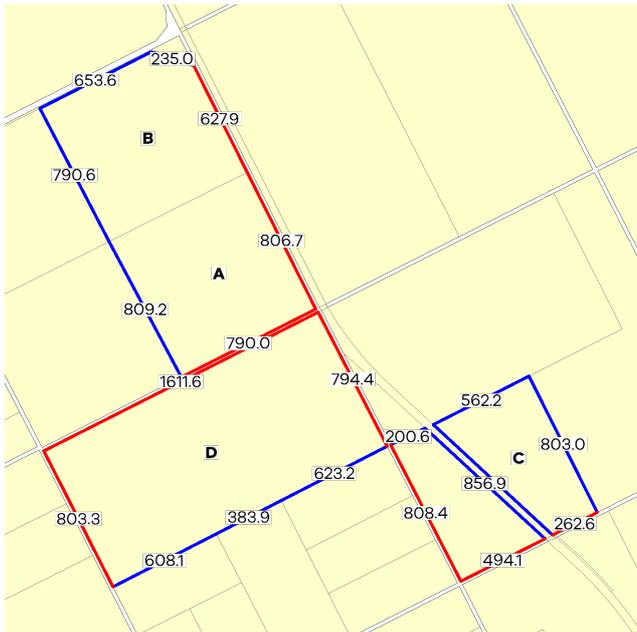
Local Government Area (Council): **BENALLA** www.benalla.vic.gov.au

Council Property Number: **A10815**

Directory Reference: **Vicroads 33 G8**

SITE DIMENSIONS

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



Area: 3178465 sq. m (317.85 ha)

Perimeter: 14.38 km

For this property:

- Site boundaries
- Road frontages

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

1 overlapping dimension label is not being displayed

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](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 TP399580	1\TP399580
B	Lot 2 TP399580	2\TP399580
	PARISH OF GOORAMBAT	
C	Allot. 39A	39A\PP2704
D	Allot. 41	41\PP2704

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **North East Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **EUROA**

PROPERTY REPORT

PLANNING INFORMATION

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

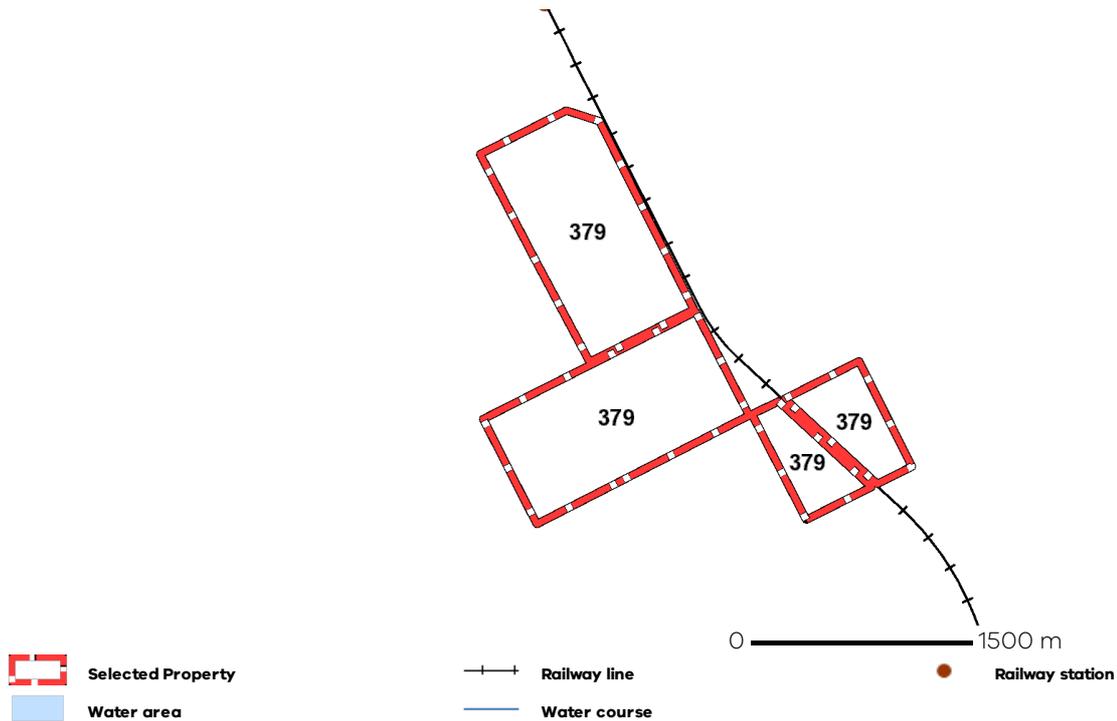
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PROPERTY REPORT

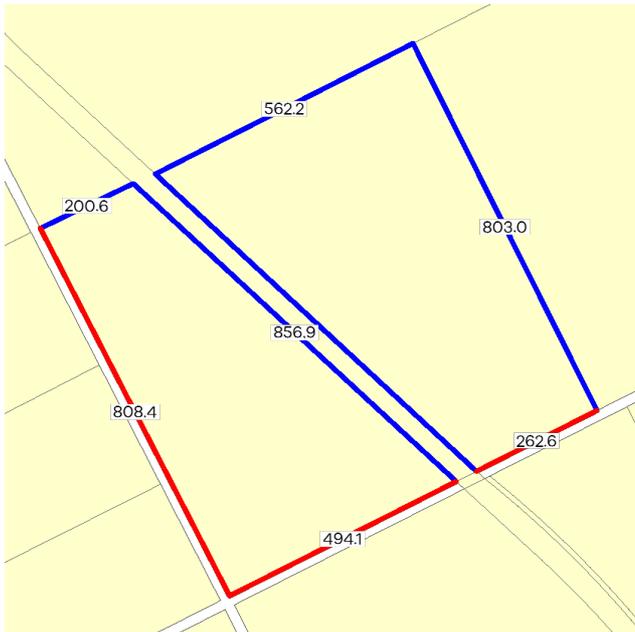
From www.land.vic.gov.au at 27 March 2025 07:59 AM

PROPERTY DETAILS

Crown Description: **Allot. 39A PARISH OF GOORAMBAT**
 Address: **379 GOORAMBAT-CHESNEY ROAD GOORAMBAT 3725**
 Standard Parcel Identifier (SPI): **39A\PP2704**
 Local Government Area (Council): **BENALLA** www.benalla.vic.gov.au
 Council Property Number: **A10815 (Part)**
 Directory Reference: **Vicroads 33 G8**

SITE DIMENSIONS

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



Area: 610844 sq. m (61.08 ha)

Perimeter: 4841 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.

1 overlapping dimension label is not being displayed

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](#)

PARCEL DETAILS

This is 1 parcel of 4 parcels comprising this property. The parcel searched for is marked with an * in the table below

Lot/Plan or Crown Description	SPI
Lot1 TP399580	1\TP399580
Lot2 TP399580	2\TP399580
PARISH OF GOORAMBAT	
* Allot. 39A	39A\PP2704
Allot. 41	41\PP2704

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **North East Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **EUROA**

PROPERTY REPORT

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.

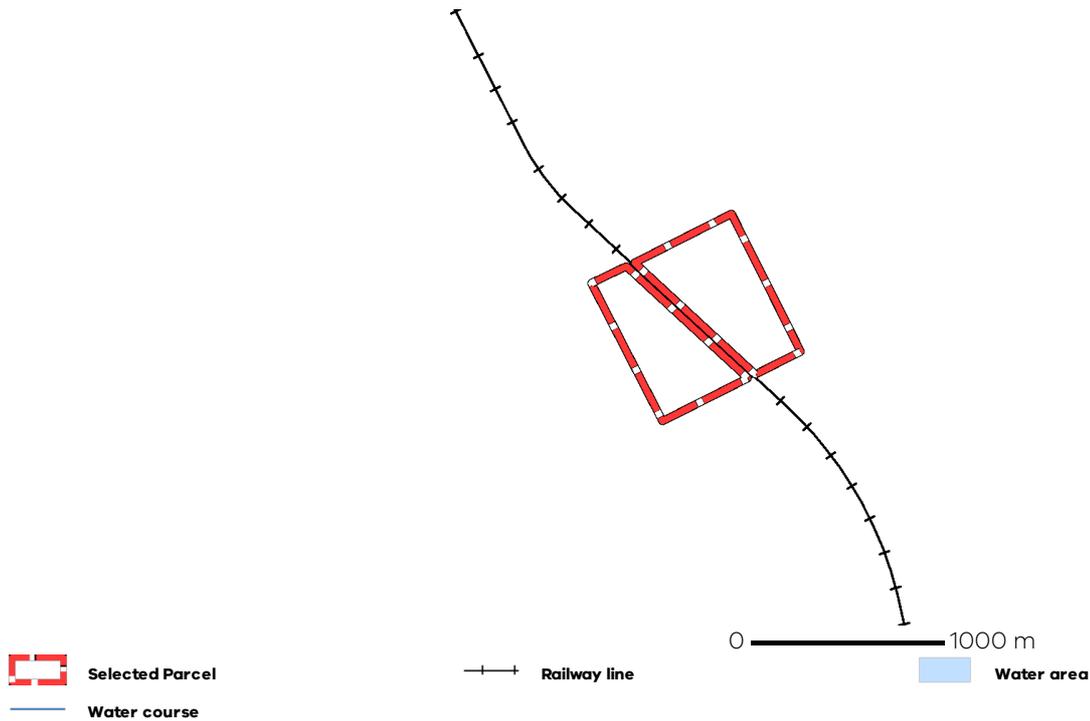
The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



<p>Benalla Rural City Council PO Box 227, Benalla, VIC 3671 1 Bridge Street East, Benalla 3672 Telephone: 03 5760 2600 Email: council@benalla.vic.gov.au www.benalla.vic.gov.au ABN 42 379 380 529</p>	
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Planning Permit (Amended)

Permit No: P0102-19

Planning scheme: Benalla Planning Scheme

Responsible authority: Benalla Rural City Council

ADDRESS OF THE LAND: Benalla Tocumwal Road, 256 Peck Road, Spinks Lane, 379 Goorambat Chesney Road and Sharp Road, Goorambat, Lots 1 & 2, TP399580, Lots 1 & 2, TP179662, Lot 1, TP 161528, CA39B, TP785955Q, CA41, TP270337Q, CA59A, TP328038H

THE PERMIT ALLOWS:

The use and development of land for a renewable energy facility (solar farm), the removal of native vegetation and the construction and display of Business Identification Signage in accordance with the endorsed plans

Planning scheme clause	Matter for which the permit has been granted
Clause 35.07-1	Use and development
Clause 52.17-1	Removal of native vegetation
Clause 52.05-13	Business identification signage

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to the development commencing, plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans



Signature for the Responsible Authority
Date Issued: 31 January 2020

must be drawn to scale with dimensions and three (3) copies must be provided. The plans must show:

- a. the full site layout of the operation and maintenance areas, terminal substation and site laydown areas on the land
 - b. detailed elevations and floor plans of any proposed structures within the operation and maintenance area, terminal substation and laydown areas
 - c. details of car parking spaces and access-ways within the operation and maintenance area and laydown areas to be in accordance with Clause 52.06 of the Benalla Planning Scheme
2. The development and/or use permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.
 3. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
 4. The amenity of the area must not be detrimentally affected by the use or development, through the:
 - a. appearance of any building, works or materials
 - b. transport of materials, goods or commodities to or from the land
 - c. emission of noise, artificial light, vibration, smell, fumes, smoke,
 - d. vapour steam, soot, ash, dust, waste water, waste products, grit or oil
 - e. presence of vermin.
 5. The storage of goods or materials in conjunction with the use or development hereby permitted shall:
 - a. be carried out in a manner so as to prevent the exposure to view from any adjacent premises or from any public place of any unsightly matter
 - b. be stored to the satisfaction of the Responsible Authority so as to not become visually obtrusive on the site.
 6. All lighting used to externally illuminate buildings, works and uses shall be fitted with cut-off luminaries (baffles), so as to prevent the emission of direct and indirect light onto adjoining roadways, land and premises.
 7. The occupier shall take all necessary steps to ensure that no noise or other disturbance emanates from the premises which would be likely to cause a nuisance to the adjoining occupiers or a detriment to the amenity of the neighbourhood.
 8. Before commencement of the use, an Environmental Management Plan for the management and operation of the use which is to the satisfaction of the Responsible Authority and must be submitted to and approved by the Responsible Authority. When



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approved, the Environmental Management Plan will be endorsed and will then form part of the permit. The Environmental Management Plan must be reviewed and submitted to the Responsible Authority for further approval every three years. The use must at all times be conducted in accordance with the endorsed plan. The Council will have a right to request a review of the plan where it receives frequent and verified complaints from surrounding properties. The Environmental Management Plan must include:

- a. overall environmental objectives for the operation of the use and techniques for their achievement
 - b. procedures to ensure that no significant adverse environmental impacts occur as a result of the use
 - c. proposed monitoring systems
 - d. identification of possible risks of operational failure and response measures to be implemented
 - e. day to day management requirements for the use
 - f. a pest animal and plant management plan must be submitted to and approved by the Responsible Authority prior to the commencement of the use on the subject site. The plan must include ongoing actions and measures to be undertaken to control pest animals and plants and inform surrounding property owners of works that present a risk to their homes or animals.
9. Before works and development start, a native vegetation temporary protection fence must be erected around all native vegetation including remnant patches and the Tree Protection Zone of scattered trees to be retained. Except with the written consent of the Responsible Authority, within the native vegetation protection fenced area to be retained, the following are prohibited:
- a. vehicular or pedestrian access.
 - b. trenching or soil excavation
 - c. storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products
 - d. entry and exit pits for underground services
 - e. any other actions or activities that may result in adverse impacts to retained native vegetation.

The temporary protection fence must be constructed of star pickets and flagging or similar to the satisfaction of the Responsible Authority. A TPZ applies to a tree and is a specific area above and below the ground. The temporary protection fence must remain in place until all works and development are completed to the satisfaction of the Responsible Authority.



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10. The following requirements must be met when the solar energy facility permanently ceases operation:
 - a. Not less than 12 months prior to the solar energy facility use ending, a Decommissioning and Rehabilitation Management Plan (DMP) prepared by a suitably qualified person must be submitted to the satisfaction of the Responsible Authority. When approved, the DMP will be endorsed and will then form part of the permit. The DMP must include but is not limited to:
 - i. Identification of persons and/or bodies responsible for the implementation of the DMP
 - ii. Identification of structures to be removed, including but not limited to all solar panels, substation, buildings (if they are not useful for ongoing use) and electrical infrastructure
 - iii. How they will be removed, including addressing the construction management measures as outlined in condition 12, as relevant
 - iv. A traffic management plan specifying measures to manage traffic impacts associated with removing the solar farm and associated infrastructure from the site to the satisfaction of the Responsible Authority
 - v. Details of how the land will be rehabilitated and restored to allow it to be used for agricultural purposes (or proposed alternative use)
 - vi. Identification of materials to be recycled.
 - (b) Within 12 months of the endorsement of the DMP, the decommissioning must be completed in accordance with the DMP to satisfaction of the Responsible Authority.
11. Appropriate measures must be implemented throughout the construction stage of the development to rectify and/or minimise mud, crushed rock or other debris being carried onto public roads from the subject land, to the satisfaction of the Responsible Authority.
12. Before the use starts, a construction management plan in accordance with the Council's *Infrastructure Design Manual* for the management and operation of the use which is to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The construction management plan must be in place until the completion of the construction phase and again be operationalised during decommissioning works. The construction must at all times be conducted in accordance with the endorsed plan. The construction management plan must include:
 - a. overall construction objectives for the construction and techniques for their achievement
 - b. procedures to ensure that no significant adverse environmental impacts occur as a result of the use



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- c. proposed monitoring systems
 - d. identification of possible risks or operational failure and response measures to be implemented
 - e. day to day management requirements for the use
 - f. construction times
 - g. noise mitigation measures
 - h. measures to mitigate airborne dust, silt and debris onsite, both during and after the construction phase
 - i. removal of hazardous material
 - j. protection of Private and Council asset
 - k. on-site building waste equipment, machinery and/or earth storage/stockpiling during construction
 - l. building waste on Public and Private land (streets, footpaths, laneways and reserves)
 - m. tradesperson vehicle parking
 - n. heavy vehicle movements where access to the site for construction vehicle traffic will occur
 - o. trees protection zones - the location and details of a sign to be erected at the entrance(s) of the site advising contractors that they are entering a 'sensitive site' with prescribed tree protection zones and fences
 - p. road, lane closures and cranes
 - q. decommissioning plan
 - r. how issues such as mud on roads, erosion and sediment control will be managed, on site, during the construction phase
 - s. details of a contact person/site manager must also be provided, so that this person can be easily contacted should any issues arise
 - t. measures to control erosion and sediment and sediment laden water runoff, including the design details of structures
 - u. the location of trenching works, boring, and pits associated with the provision of services
 - v. the location of any temporary buildings or yards.
13. Before the development starts developer must submit to the Responsible Authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of table drain, gravel road surface, seal, signs and other



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public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to the Council's assets/public infrastructure caused as a result of the development or use permitted by this permit until the site is decommissioned.

14. The applicant must ensure that dust suppression is undertaken in the form of constant water spraying or other natural based proprietary dust suppressant to ensure that dust caused by vehicles moving along the access roads within the site does not cause a nuisance to surrounding properties to the satisfaction of the Responsible Authority.
15. The development shall not have an adverse impact on existing or future air quality. Deliveries to and from the site for all commercial vehicles, including waste collection, must only take place between 7am and 6pm Monday to Friday (excluding weekends and public holidays).
16. Access to and from the site for all commercial vehicles, including waste collection, must only use the nominated access points to the property.
17. All roads/storage areas/external stockpiles/vacant or grazed areas must be covered and/or maintained to avoid dust and grit nuisance to any residences to the satisfaction of the responsible authority.
18. Before any construction commences, a properly prepared drainage discharge plan with computations to the satisfaction of the responsible authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and a minimum of three copies must be provided. The information submitted must show the details listed in the council's Infrastructure Design Manual and be designed in accordance with the requirements of that manual.

The information and plan must include:

- a. details of how the works on the land are to be drained or retarded
- b. computations including total energy line and hydraulic grade line for the existing and proposed drainage as directed by Responsible Authority
- c. underground pipe drains conveying stormwater to the legal point of discharge for each allotment
- d. measures to enhance stormwater discharge quality from the site and protect downstream waterways including the expected discharge quality emanating from the development (output from MUSIC or similar) and design calculation summaries of the treatment elements
- e. a maximum discharge rate from the site is to be determined by computation to the satisfaction of Council



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f. maintenance schedules for treatment elements.

Before the use begins all works constructed or carried out must be in accordance with those plans to the satisfaction of the Responsible Authority.

19. No contaminants will be permitted to enter the storm-water drainage system under any reasonably foreseeable circumstances.
20. Any damage to Council assets (i.e. roads, table drains etc.) must be repaired at the cost of the applicant to the satisfaction of the Responsible Authority. The Construction Management plan must include photos/videos and other supporting evidence of the state of the network at the time of lodgement of the plan.
21. There must not be any discharge of concentrated drainage into the adjoining road drains or culverts without the approval of the Responsible Authority.
22. The approved works must not cut off natural drainage from adjacent properties.
23. Before the use begins, the applicant or owner must construct any traffic management works identified in Traffic Impact Assessment Report dated 16 August 2019 prepared by AECOM Australia Pty Ltd for Neoen Australia Pty Ltd with report reference number 60591336 to the satisfaction of Council. The cost of such works shall be fully met by the applicant.
24. Prior to construction commencing on the site, the applicant must submit design plans showing turning movements for B-Double Access and egress at each access point.

Access and egress from the property must only be from the Saunders Road and Goorambat Chesney Road (at Spinks Lane) as nominated on the endorsed plan, unless otherwise agreed in writing by the Responsible Authority. Access point must be constructed:

- a. to allow safe and convenient B-Double vehicle access and egress from the property
 - b. enable vehicles to exit in a forward direction at all times, and
 - c. to drain adequately.
25. Before any construction commences on site, detailed construction plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority in accordance with the Infrastructure Design Manual. When approved, the plans will be endorsed and will then form part of the permit. The plans must include:
 - a. the upgrade of Saunders Road to a 'Rural Access Road' standard, 6.2m wide gravel surface and 1.5m wide shoulders, (including turning and passing lanes), signage and guideposts and any underground pipes (from the Eastern boundary of the rail easement to 100 metres past the main entrance to the subject site on Saunders Road).



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- b. The upgrade of Goorambat Chesney Road to "Rural Access Road" standard, 6.2m wide seal and 1.5m wide shoulders as per Table 6 of the IDM (including turning lanes and passing lanes) with 1.5m wide gravelled shoulders, signage and guidepost drainage and any underground pipes from Saunders Road to 100m past the Spinks Lane intersection
 - c. swept path analysis for heavy vehicles and turning lanes as required
 - d. underground pipes if required (cross culverts)
 - e. upgrading of the vehicular access for heavy vehicles, construction traffic and service vehicles .
26. Prior to construction commencing on the site, any new or otherwise vehicular entrances to the subject land from the road shall be constructed at a location and of a size and standard satisfactory to the Responsible Authority. The vehicle crossing(s) must be constructed at the applicant's expense to provide ingress and egress to the site to the satisfaction of the Responsible Authority. The crossover must be no less than 4.9 metres in length and include a pipe of a diameter suitable to accommodate the actual volume/flow and be generally in accordance with IDM standard drawing SD255. Culverts located in the clear zone shall be installed with trafficable end walls in accordance with the Infrastructure Design Manual. The final location of the crossings are to be approved by the Responsible Authority via a "Consent to Work within the Road Reserve", prior to the undertaking of works.
27. All works constructed or carried out must be in accordance with those plans.
28. All loading and unloading of vehicles must at all times be undertaken within the curtilage of the subject land, unless otherwise agreed in writing by the Responsible Authority.
29. Prior to the commencement of the use, access ways and manoeuvring areas created by the proposed development and as shown on the endorsed plan(s) must be constructed, to an all-weather standard to the satisfaction of the Responsible Authority.
30. All vehicles must be parked in the allocated car spaces on the land at all times.
31. Any security gate, barrier or similar device controlling vehicle access to the premises must be located a minimum of six metres inside the property to allow vehicles to store clear of Saunders Road pavement and road shoulder.
32. Before the use begins all internal access roads must be constructed, formed and drained to avoid erosion and to minimise disturbance to natural topography of the land to the satisfaction of the Responsible Authority.
33. No excavated or construction materials may be placed or stored outside the site area or on the adjoining road reserves, unless agreed otherwise by the Responsible Authority.
34. Upon cessation of the approved use the site must be reinstated as farming land or any other permitted use to the satisfaction of the Responsible Authority.



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35. Payment to the Responsible Authority of an amount up to 2.5% of the actual cost of work, being for costs of the Responsible Authority supervision of the works, as determined by the Responsible Authority;
36. Payment to the Responsible Authority of a engineering design checking fee of an amount up to 0.75% of the value of documented works.
37. Prior to the commencement of the use of the facility, the following "as constructed" drawings and information are required to be submitted to the responsible authority by the developer for all works carried out on the road reserve.
 - a. Copies of engineering drawings/data in MapInfo Tab or MIF_MID format with a Projection GDA94/MGA55
 - b. Copies of engineering drawings/data in PDF format
 - c. "As Constructed Information" of the Road and Drainage information component of the development along Saunders as well as information of all of Benalla's assets in accordance with the current versions of D-Spec & R-Spec. Please refer to the A-SPEC website for further information www.a-specstandards.com.au
38. Before any road/drainage works associated with the development start, the following items must be satisfied;
 - a. approved construction plans.
 - b. payment of all relevant fees (supervision fees, plan checking fees and statutory fees)
 - c. An on-site meeting with officers of the municipality, the contractor and the developer or the developer's consultant to discuss matters such as, roadside management, construction techniques, vegetation clearing controls and vegetated areas to be barricaded off prior to and during construction.
39. Prior to the commencement of buildings and works a landscape screening plan which provides for landscaping or other treatments to reduce the visual impact of the solar farm to the surrounds must be submitted to and approved by the responsible authority. When endorsed the Landscape Screening Plan will form part of this permit.

The Landscaping Screening Plan must include:

 - a. The type of landscaping treatments to be proposed.
 - b. A timetable for establishing and maintaining the landscaping.
 - c. An increase in the width of vegetation screening around the perimeter of the site from 5m to 10m.
 - d. The screen planting around the perimeter of the site must be undertaken and completed during Autumn/Winter months prior to construction.



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- e. Selected trees must be greater than 1 metre in height when planted and when matured must reach approximately 3 metres or higher.
- f. A watering regime.
- g. A tree replacement plan whereby any deceased tree must be identified and replaced within three months.
- h. Weed management.
- i. Native shrubs that will reach a height of 1 – 1.5 metres when matured.

The endorsed landscape screening plan must not be altered or modified without the written consent of the responsible authority.

- 40. Before the use allowed by this permit starts, landscaping works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.
- 41. All wastewater must be disposed of and contained within the curtilage of the land to the satisfaction of the responsible authority and must not be discharged directly or indirectly to an adjoining property, road or any water course or drain. Sufficient land must be set aside and kept available for the purposes of effluent disposal. The new on site wastewater system must be designed in accordance with Environment Protection Authority code of practice to the satisfaction of the Responsible Authority.

Condition Nos. 42 to 60 Required by the Department of Environment, Land, Water and Planning

Amended plans

- 42. Prior to the commencement of works, including native vegetation removal, amended plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority in consultation with the Department of Environment, Land, Water and Planning. When approved, the plans will be endorsed and will form part of this permit.

The plan/s must include (and not necessarily be limited to) the following.

- a. Identification and location of measures to be implemented to protect the native vegetation to be retained on site during and post construction works, and the person/s responsible for implementation and compliance. These measures must include the erection of a native vegetation protection fence around all native vegetation to be retained on site and on any adjoining road reserves and must include the tree protection zones of all native trees to be retained, to be marked on plan, to the satisfaction of the responsible authority. All tree protection zones must comply with AS 4970-2009 Protection of Trees on Development Sites, to the satisfaction of the responsible authority.
- b. An amended site/design plan for the development, drawn to an appropriate scale with dimensions over aerial photography, that clearly shows:



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- i. the location and exact extent of the panel installations and clear identification of any differences in panel types etc (ie. different colours of panels used on plan must be clearly defined in legend to plan)
- ii. the location and exact extent of all associated infrastructure
- iii. the location and alignment of all other structures proposed on site, including inverters, transformers, substation, office buildings, parking, water storage facility, equipment/material storage and set-down sites
- iv. clear identification of all access/egress points to the site/s and between the sites
- v. location and alignment of all utility services to be provided for the site
- vi. the location and areas of all native vegetation on site and on adjoining land that is permitted to be removed under this permit
- vii. the location and areas of all native vegetation on site and on adjoining land that is to be retained, this must include all patches of vegetation, scattered trees and associated tree protection zones that are to be retained on site and on any adjoining land; and
- viii. the location of any rehabilitation/revegetation works to be completed as part of the permitted development, ie. buffers, retained vegetation areas, perimeters.

Site Environmental Management Plan

43. Prior to the commencement of works, including native vegetation removal, an environmental management plan (Site Environmental Management Plan or as part of Construction Environmental Management Plan) must be prepared to the satisfaction of the responsible authority and submitted to and approved by the responsible authority in consultation with the Department of Environment, Land, Water and Planning. When approved, the plans will be endorsed and will form part of this permit.

The environmental management plan must include (but not necessarily be limited to) details of:

- a. measures to protect native vegetation being retained on site and in the vicinity of the subject land, including tree protection zones during construction and permanent stock proof fencing outside the tree protection zones for scattered trees or patches, where appropriate, to allow for regeneration. Areas of permanent stock proof fencing for regeneration must show underplanting with species from the dominant EVC at appropriate densities and an ongoing maintenance plan must be provided;
- b. measures to mitigate any consequential impacts on native vegetation retained on and off site, including tree protection zones;
- c. sediment and water run-off control measures;
- d. weed management and control, vehicle hygiene measures;
- e. appropriate stockpile and storage area management;



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- f. a rehabilitation/revegetation plan for areas of vegetation to be retained across the site and any perimeter or buffer planting, using suitable indigenous species appropriate to the ecological vegetation class of the site;
- g. monitoring requirements for the rehabilitation/revegetation works and any vegetation/tree protection areas being retained on site; and
- h. the person or persons responsible for all requirements in the environmental management plan.

All works constructed or carried out as part of the development must be in accordance with the endorsed plan.

Fauna/wildlife Management Plan

44. Prior to the commencement of works, including native vegetation removal, a fauna/wildlife management plan must be prepared in consultation with a Department of Environment, Land, Water and Planning Hume region wildlife officer and the responsible authority to the satisfaction of the Department of Environment, Land, Water and Planning. When approved the plan will be endorsed by the responsible authority and the Department of Environment, Land, Water and Planning and will form part of the permit.

The plan must include:

- a. the requirement for a suitably qualified zoologist to be engaged to conduct targeted investigations to identify fauna using the trees prior to any removal;
- b. the suitably qualified zoologist must be on site during the removal of trees and site disturbance;
- c. management and mitigation measures to address other impacts to fauna eg. impacts to reptiles from site disturbance;
- d. installation of nest boxes to compensate for loss of hollows – this must be implemented prior to any tree removal;
- e. measures to recreate connectivity of remaining trees across the landscape where required;
- f. salvage and translocation plan for each species;
- g. relocation of any fauna that is identified as being at risk from the construction activity must be relocated to an area of similar ecological value. The relocation must be undertaken in accordance with the endorsed plan; and
- h. works must cease until fauna is relocated.
- i. The requirement for a report to the Department of Environment, Land, Water and Planning (Hume Region) on the completion of tree removal that provides details of all species identified and relocated, including the relocation sites.

Decommissioning/Section 173 Agreement



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45. Before the use of the solar facility starts, the operator of the solar farm facility and the owners of the properties which make up the site must enter into an agreement with the responsible authority under section 173 of the *Planning and Environment Act 1987*. The agreement must require the operator of the solar farm facility to do the following once significant sections of the solar panels have permanently ceased to generate electricity.
- a. Notify the responsible authority in writing of the solar panels ceasing operation. Such notification must be given no later than two months after the panels cease operation;
 - b. Undertake the following to the satisfaction of the responsible authority within such time frame as may be specified by the responsible authority:
 - i. Remove all above ground non-operational equipment;
 - ii. Remove and clean up any residual contamination;
 - iii. Rehabilitate all areas of infrastructure removal, access tracks and other areas affected by the decommissioning of the solar panel infrastructure, if those areas are not otherwise useful to the on-going use or decommissioning of the solar farm facility;
 - iv. Submit a post-decommissioning revegetation management plan to the responsible authority and the Department of Environment, Land, Water and Planning (Hume Region) that shows corridor planting a minimum distance of 75 metres from any vegetation to be retained consisting of species from the dominant EVC and must include a minimum of 200 large tree species. Varieties of understory planting must also be included. The plan must provide methods for planting, maintenance requirements and the protection of the vegetation from stock.

Notification of permit conditions and site induction

46. Prior to the commencement of works, including native vegetation removal, the permit holder must advise and brief all persons undertaking any works on site of all relevant permit conditions, including conditions regarding the vegetation removal and tree protection requirements and provide the appropriate endorsed plans and associated statutory requirements or approvals.
47. A DELWP Hume Region Planning Approvals representative must be in attendance at the initial site induction to provide guidance and information to the project/site management team. (email: Humeregion.planning@delwp.vic.gov.au)

Site Monitoring

48. In order to assist with compliance of the Site Environmental Management Plan (SEMP), DELWP Hume Region must be notified of the staging of the project including anticipated time lines in order to attend the project site to observe and monitor key stages of the project as follows:



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- a. Site set up prior to works commencing;
- b. Tree protection fencing and permanent fenced areas;
- c. Vegetation removal;
- d. Salvage and placement of tree material; and
- e. Location of nest boxes
- f. Planting of regeneration areas

Notification of staging and commencement of the project must be sent to email:
Humeregion.planning@delwp.vic.gov.au

Protection of retained vegetation

49. Prior to the commencement of works, including native vegetation removal, a native vegetation protection fence must be erected around all patches of native vegetation and scattered trees to be retained on site and on any adjoining road reserves. This fence must be erected around any patches of native vegetation at a minimum distance of two (2) meters from the dripline of the retained vegetation; and at a radius of 12 X the diameter at breast height (1.3m), to a maximum of 15 meters but no less than 2 metres from the base of the trunk, of any trees being retained. The fence must be constructed of highly visible, durable materials to the satisfaction of the responsible authority. The protective fence must remain in place until all works are completed to the satisfaction of the responsible authority.
 - a. Except with the written consent of the responsible authority, within the areas of native vegetation to be retained and any tree protection zone, the following are prohibited:
 - b. vehicular access (except for the locating of salvaged tree material if necessary with minimal disturbance);
 - c. trenching or soil excavation;
 - d. storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products;
 - e. entry and exit pits for the provision of underground services; or
 - f. any other actions or activities that may result in adverse impacts to retained native vegetation.
50. After the placement of salvaged trees, stock proof permanent fencing must be erected around all identified patches of native vegetation and scattered trees to be retained on site and on any adjoining road reserves that will be permanently fenced with stock proof permanent fencing as identified in the endorsed Environmental Management Plan. This fence must be erected around any identified patches of native vegetation at a minimum distance of two (2) meters from the dripline of the retained vegetation; and at a radius of



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12 X the diameter at breast height (1.3m), to a maximum of 15 meters but no less than 2 metres from the base of the trunk, of any trees being retained. The fence must be constructed to prevent the entry of stock to these fenced areas and be of durable materials to the satisfaction of the responsible authority.

Except with the written consent of the responsible authority, within the areas of native vegetation to be retained and any tree protection zone of the areas identified for stock proof permanent fencing, the following are prohibited:

- a. vehicular access (except for the locating of salvaged tree material if necessary, with minimal disturbance);
- b. trenching or soil excavation;
- c. storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products;
- d. entry and exit pits for the provision of underground services; or
- e. any other actions or activities that may result in adverse impacts to retained native vegetation.

Underplanting of regeneration areas

51. Following the installation of salvaged trees and stock proof fencing to regeneration areas, understory planting must be undertaken in accordance with the requirements of the endorsed Environmental Management Plan to the satisfaction of the responsible authority and the Department of Environment, Land, Water and Planning.

Native vegetation permitted to be removed, destroyed or lopped

52. Before any removal of native vegetation approved by this permit can occur, all other approvals, authorisations and secondary consent matters must be finalised and approved by the responsible authority.
53. The native vegetation permitted to be removed, destroyed or lopped under this permit is 4.376 hectares of native vegetation, which is comprised of:
 - a. 66 scattered large trees; and
 - b. 1 scattered small tree.

Native vegetation offsets

54. To offset the removal of 4.376 hectares of native vegetation, the permit holder must secure the following native vegetation offset, in accordance with Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017).
 - a. A general offset of 0.796 general habitat units:
 - i. located within the Goulburn Broken Catchment Management boundary or Benalla Rural City municipal area;



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- ii. with a minimum strategic biodiversity value score of at least 0.170.
 - b. The offset(s) secured must also provide protection of at least 66 large trees.
55. Before any native vegetation is removed, evidence that the offset required by this permit has been secured must be provided to the satisfaction of responsible authority. This evidence must be one or both of the following:
- a. an established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10-year active management actions and ongoing management of the site; and/or
 - b. credit extract(s) allocated to the permit from the Native Vegetation Credit Register.
- A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit. Within 30 days of endorsement of the offset evidence, a copy of the endorsed offset evidence must be provided to Planning Approvals at the Department of Environment, Land, Water and Planning, Hume regional office via - humeregion.planning@delwp.vic.gov.au
56. Post construction of the solar farm facility, a follow up assessment of the actual impacts from the construction of the facility on native vegetation, including retained trees and associated tree protection zones, must be conducted by a suitably qualified and experienced environmental assessor and/or arborist, to identify any discrepancies from the current native vegetation removal report associated with this permit (NVR Report ID No. ACM_2019_008).
57. In the event that further native vegetation is able to be avoided and the actual losses of/impacts on native vegetation are less than what is included in the current native vegetation removal report associated with this permit (NVR Report ID No. ACM_2019_008), then the offsets required by this permit (secured prior to works starting) can be reconciled in accordance with the guidance provided in the Assessor's Handbook – Applications to remove, destroy or lop native vegetation (DELWP, October 2018).

Other conditions

- 58. Felled trees or sections of felled trees must be salvaged where ever possible (tree structure/branches with hollows, loose branches).
- 59. Salvaged tree material must be placed within retained patches of native vegetation on site if possible and/or at locations as near as possible to the site.
- 60. If infrastructure is required to be located on or under the unused road reserve a licence agreement must be entered into with DELWP prior to the commencement of works on the road reserve. If the road is required to be used for legal access purposes in the future this licence may be revoked, and the infrastructure required to be removed to the satisfaction of DELWP.

Condition Nos. 61 to 67 Required by AusNet



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61. No part of the proposed development is permitted on AusNet Transmission Group's easement unless otherwise agreed to in writing by AusNet Transmission Group.
62. Access to and along the easement must be maintained at all times for AusNet Transmission Group's vehicles, staff and contractors.
63. Natural ground surface levels on the easement must not be altered by the stockpiling of excavated material or by landscaping without prior written approval from AusNet Transmission Group.
64. The use of vehicles and equipment exceeding 3 metres in height are not permitted to operate on the easement without prior written approval from AusNet Transmission Group.
65. Approval must be obtained from AusNet Transmission Group as to the position and/or suitability of any roads/maintenance tracks that are proposed within the AusNet Transmission Group Easement
66. Approval must be obtained from AusNet Transmission Group as to the position and/or suitability of any roads that are proposed within the easement.
67. Details of any proposed services within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on the site.

Condition Nos. 68 to 81 Required by VicTrack

68. Except within the written consent of VicTrack and the Responsible Authority, a permanent buffer of 20 metres between all solar panels and the title edge of the rail corridor shall be maintained at all times, to the satisfaction of the Responsible Authority and VicTrack.
69. Building materials (including solar panels) or advertising signs likely to have an effect on train driver operations along the rail corridor must be shown by a reflectivity/light study not to cause reflections or glare that may interfere with train driver operations and avoid using red, green or yellow colour schemes or shapes capable of being mistaken for train signals, to the satisfaction of the Responsible Authority and VicTrack.
70. The permit holder must, at all times, ensure that the common boundary with railway land is fenced at the permit holder's expense. Fencing of railway land must be a minimum of 1.8 metres high black chain mesh or paling construction with the orientation of any supporting rails on the railway side to prohibit unauthorised access to the rail corridor.
71. The permit holder must not, at any time:
 - a. allow any drainage, effluent, waste, soil or other materials to enter or be directed to the railway land; or
 - b. store or deposit any waste, soil or other materials on the railway land.



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72. The permit holder must not plant any plants or tree species that are likely to cause any future overhang onto the railway land or disturbance to the railway operations.
73. The permit holder must not enter any railway land without the written consent of the Rail Operator. If the permit holder has obtained the Rail Operator's written consent to enter the railway land, the permit holder must comply with the Rail Operator's Site Access Procedures, conditions and safety requirements when accessing the railway land. The permit holder must comply with the Rail Operator's reasonable requirements for works on, over or adjacent to the railway land.
74. Prior to the commencement of works, including demolition and bulk excavation, the permit holder must enter into all necessary construction control and indemnity agreements as required by the Rail Operator to ensure that the disruption to train operation within the railway corridor is kept to a minimum during construction and in compliance with the Rail Operators Safety and Environmental requirements contained within the Rail Operators construction control and indemnity agreement.
75. The permit holder must not carry out, or allow to be carried out, any excavation, filling or construction on the common boundary between the subject land and the railway land unless it has obtained the prior written approval of VicTrack and the Rail Operator.
76. All works, including hoardings, must be undertaken within the subject land and must not encroach onto the railway land.
77. The permit holder must not at any time erect lighting (permanent or temporary) that spills light onto the railway tracks or which interferes with the visibility of signals and rail lines by train drivers.
78. Building materials likely to have an effect on train driver operations along the rail corridor must be shown by a reflectivity and or light study not to cause reflections or glare that may interfere with train driver operations and avoid using red, green or yellow colour schemes or shapes capable of being mistaken for train signals.
79. The permit holder must not install, or cause to be installed, any permanent or temporary ground anchors within the railway land.
80. Before the commencement of the development, including demolition and bulk excavation, detailed construction/ engineering plans and computations for any construction or works likely to have an impact on railway operations, railway infrastructure assets or railway land are to be submitted to, and approved by, VicTrack and the Rail Operator. The plans must detail all excavation of the site adjacent to the railway corridor having any impact on the railway land. The construction or works must be carried out in accordance with the plans approved by VicTrack and the Rail Operator.
81. Before the commencement of the development, including demolition and bulk excavation, amended plans must be submitted to, and approved by, the Responsible Authority in consultation with VicTrack. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans submitted with the



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application but modified to show that the development, including temporary structures, maintains all the clearances required to be maintained from all railway infrastructure (including without limitation 22kV AC lines and overhead wiring structures) under the Electrical Safety Act 2009 (Vic) and the Electrical Safety Regulations (including the Energy Safety (Installation) Regulations 2009 page 75 Table 313 Rows C and D). The development must be constructed in accordance with the plans approved by the Responsible Authority.

Conditions Nos. 82 to 85 Required by the Goulburn Broken Catchment Management Authority

82. Inverter and transformer blocks, buildings, infrastructure and solar panels must be located a minimum distance of 15 metres from the nearest top of bank of the waterways shown in Figure 1.
83. The finished floor levels of inverter and transformer blocks and any buildings are to be set at least 300 millimetres above the applicable 1% AEP flood level contours as shown in Figure 1.
84. The corridors along the waterway shown in Figure 1 shall be revegetated in accordance with the Revegetation Guide for the Goulburn Broken Catchment. (<https://revegetation.gbcma.vic.gov.au/>)
85. Where fencing crosses the waterway, the fencing shall be designed such that it does not obstruct flood flows. For example, farm type fencing, large open mesh (150 mm centres), vertical pool style fencing (150mm centres), fencing that lifts with the floodwater or similar.

Condition Nos. 86 to 124 Required by the Country Fire Authority

86. The developer must undertake a comprehensive risk management process, as per CFA's Guidelines for Renewable Energy Installations 2018.
87. The developer/operator must develop an Emergency Information Book, provided in an Emergency Information Container at site entrances, as per CFA's Guidelines for Renewable Energy Installations 2018.
88. The developer/operator must have, adherence to (DR) AS/NZS 5139-2017: Electrical installations – Safety of battery systems for use with power conversion equipment for any battery installations, and CFA's Guidelines for Renewable Energy Installations 2018.
89. A four (4) metre perimeter road should be constructed within the ten (10) metre perimeter Fire Break.
90. Roads are to be of all-weather construction and capable of accommodating a vehicle of fifteen (15) tonnes.
91. Constructed roads should be a minimum of four (4) metres in trafficable width with a four (4) metre vertical clearance for the width of the formed road surface.



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92. The average grade should be no more than 1 in 7 (14.4% or 8.1°) with a maximum of no more than 1 in 5 (20% or 11.3°) for no more than fifty (50) metres.
93. Dips in the road should have no more than a 1 in 8 (12.5% or 7.1°) entry and exit angle.
94. Incorporate passing bays at least every 600 metres which must be at least 20 metres long and have a minimum trafficable width of 6 metres. Where roads are less than 600 metres long, at least one passing bay is to be incorporated.
95. Road networks must enable responding emergency services to access all areas of the facility.
96. Two but preferably more access points to the site, to ensure safe and efficient access to and egress from areas that may be impacted or involved in fire. The number of access points is to be informed through a risk management process.
97. The static water storage tank shall be of not less than 45,000 litres effective capacity.
98. The static water storage tank(s) must be an above-ground water tank constructed of concrete or steel. The location and number of tanks should be determined as part of the site's risk management process and in consultation with a CFA delegated officer.
99. The static storage tanks shall be capable of being completely refilled automatically or manually within 24 hours.
100. The hard-suction point shall be provided, with a 150mm full bore isolation valve equipped with a Storz connection, sized to comply with the required suction hydraulic performance. Adapters that may be required to match the connection are 125mm, 100mm, 90mm, 75mm, 65mm Storz tree adapters with a matching blank end cap to be provided.
101. The hard-suction point shall be positioned within 4 metres to a hardstand area and provide clear access for fire personnel.
102. An all-weather road access and hardstand shall be provided to the hard-suction point. The hardstand shall be maintained to a minimum of 15 tonne GVM, 8 metres long and 6 metres wide or to the satisfaction of the relevant fire authority.
103. The road access and hardstand shall be kept clear at all times.
104. The hard-suction point shall be protected from mechanical damage (i.e., bollards) where necessary.
105. Where the access road has one entrance, a 10 metre radius-turning circle shall be provided at the tank.
106. An external water level indicator is to be provided to the tank and be visible from the hardstand area.
107. Signage shall be fixed to each tank.



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108. Grass is to be maintained at below 100mm in height during the declared Fire Danger Period.
109. A fire break area of ten (10) metres width is to be maintained around the perimeter of the facilities, electricity compounds and substations. This area is to be of non-combustible mulch or mineral earth.
 - a. The fire break area must commence from the boundary of the facility or from the vegetation screening (landscape buffer) inside the property boundary.
 - b. The fire break must be constructed using either mineral earth or non-combustible mulch such as crushed rock.
 - c. The fire break must be vegetation-free at all times.
 - d. No obstructions are to be within fire break area (e.g., no stored materials of any kind).
110. Adhere to restrictions and guidance during the Fire Danger Period, days of high fire danger and Total Fire Ban days (refer to www.cfa.vic.gov.au).
111. All plant and heavy equipment is to carry at least a 9-litre water stored-pressure fire extinguisher with a minimum rating of 3A, or firefighting equipment as a minimum when on-site during the Fire Danger Period.
112. There is to be no long grass or deep leaf litter in areas where plant and heavy equipment will be working.
113. Solar facilities are to have a 6 metre separation between solar panel banks/rows. Where this cannot be achieved, advice is to be sought from CFA's State Infrastructure and Dangerous Goods Unit sidgu@cfa.vic.gov.au
114. Solar farm operators must provide specifications for safe operating conditions for temperature and the safety issues related to electricity generation, including isolation and shut-down procedures, if solar panels are involved in fire. This information must be provided within the content of the Emergency Information Book at the main entrance of the facility.
115. Solar arrays are to have grass or other vegetation maintained to 100mm under the array installation or mineral earth or non-combustible mulch such as stone.
116. Where practicable, solar energy installations can be sited on grazed paddocks. In this case, vegetation is to be managed as per the requirements of this guideline, or as informed through a risk management process.
117. Containers/infrastructure for battery installations are to be located so as to be directly accessible to emergency responders (e.g., provided with a suitable access road).
118. Adequate ventilation of the battery container/storage area is to be provided where required under (DR) AS/NZS 5139-2017; the manufacturer's requirements and/or SDS for battery storage.



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119. Containers/infrastructure for battery installations are to be provided with appropriate spill containment/bunding that includes provision for fire water runoff.
120. Battery installations that contain dangerous goods may have to comply with the requirements of the Dangerous Goods Act 1985; the Dangerous Goods (Storage and Handling) Regulations 2012; and relevant Australian Standards.
121. Battery storage manufacturers must provide specifications for safe operating conditions for temperature and the effects on battery storage if involved in fire. This information must be provided within the content of the Emergency Information Book at the main entrance of the facility.
122. Battery installations are to be kept free of extraneous materials and combustible materials of all kinds. Regular inspections and housekeeping is to be conducted to ensure materials do not accumulate.
123. Battery installations are to be serviced/maintained as per the manufacturer's requirements.
124. Containers/infrastructure for battery installations must be clear of vegetation for ten (10) metres on all sides, including grass. CFA requires non-combustible mulch such as stone or mineral earth within this ten (10) metre area.
125. This permit will expire if one of the following circumstances applies:
 - a. The development is not started within two years of the date of this permit.
 - b. The development is not completed within four years of the date of this permit.
 - c. the use does not start within two years after completion of the development; or
 - d. the use is discontinued for a period of two years.

The Responsible Authority may extend the commencement date if a request is made in writing by the owner or the occupier of the land to which the permit applies before the permit expires or within 6 months afterwards.

The Responsible Authority may extend the time within which the development is to be completed if the development has commenced and a request in writing is made by the owner or the occupier of the land to which it applies within 12 months after the permit expires.

Advice Notes

1. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
2. Prior to any works being carried out in relation to any part of the septic system a permit for the works must be obtained from the Benalla Rural City Council. A land capability assessment must be accompanied with each application on the proposed subdivision.



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3. A road opening/crossing permit must be obtained from the Responsible Authority prior to the carrying out of any vehicle crossing works.
4. This permit does not authorise the commencement of any building construction works. Before any such development may commence, the applicant must apply for and obtain appropriate building approval.

DELWP Notes

1. A permit under the Wildlife Act is required for the destruction of wildlife habitat and management of any displaced wildlife. Contact Andrew Dean for further information and application requirements - andrew.dean@delwp.vic.gov.au
2. For public safety reasons the licence relating to the unused road reserve will require the restriction of public access to the satisfaction of DELWP.
3. Any further refinement of the site layout of the infrastructure by the proponent must continue to further avoid native vegetation removal.

VicRoads Notes

Traffic Management must be provided on Benalla-Tocumwal Road near Sharp Road (Goorambat-Thoona Road) to ensure the safe movement of vehicles during the construction phase. A Memorandum of Authorisation and Traffic Management Plan will need to be approved by VicRoads prior to the commencement of work.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief description of amendment	Name of responsible authority that approved the amendment	Section of the Act under which the permit has been amended
07/02/2025	Amending Condition 25(a) to and Condition 82 of the Planning Permit	Benalla Rural City Council	Section 72 Amendment



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Benalla Rural City Council

PO Box 227, Benalla, VIC 3671
1 Bridge Street East, Benalla 3672
Telephone: 03 5760 2600
Email: council@benalla.vic.gov.au
www.benalla.vic.gov.au
ABN 42 379 380 529



Important information about this Permit

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



LAND INFORMATION CERTIFICATE
Section 121 Local Government Act 2020

Landata
GPO Box 527
MELBOURNE VIC 3001

Assess. No: A10815
Issue Date: 13/03/2025
Certificate #: 13124
Your Ref: 76085079-029-1

*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.

PROPERTY DETAILS

Property Address: 379 Goorambat-Chesney Road GOORAMBAT VIC 3725
Land Description: CA 41, CA 39A, Lots 1 & 2 TP 399580
Parish: Goorambat **Area:** 318.13 ha **AVPCC:** 530

VALUATIONS

Site:	\$3,050,000	Base Date:	01/01/2024
Capital Improved:	\$3,290,000		
Net Annual:	\$164,500	Operative Date:	01/07/2024

RATES & CHARGES FOR THE YEAR ENDING 30 JUNE 2025

	Current	Arrears	Balance
Rates	\$6,227.97	\$0.00	\$0.00
Municipal Charge	\$277.50	\$0.00	\$0.00
Waste Mgt Charge	\$595.00	\$0.00	\$0.00
Fire Services Property Levy	\$1,211.23	\$0.00	\$0.00
Total Rates & Charges	\$8,311.70	\$0.00	\$0.00

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other moneys and interest payable to Benalla Rural City together with any notices or orders referred to in this certificate.

Jon Steele

Jon Steele
Revenue, Property & Valuations Coordinator

Property Clearance Certificate

Land Tax



INFOTRACK / KELLY HAZELL QUILL LAWYERS

Your Reference:	250233
Certificate No:	86564296
Issue Date:	12 MAR 2025
Enquiries:	MXS26

Land Address: "YALLAMBEE" 379 GOORAMBAT-CHESNEY ROAD GOORAMBAT VIC 3725

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37591759	2	399580	7798	35	\$0.00
			4330	940	

Vendor: GOORAMBAT EAST SOLAR FARM PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
GOORAMBAT EAST SOLAR FARM TRU\$	2025	\$3,050,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

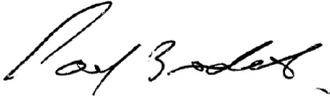
Certificate includes Volume & Folio 7539/164.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$3,290,000
SITE VALUE (SV):	\$3,050,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 86564296

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$32,975.00

Taxable Value = \$3,050,000

Calculated as \$31,650 plus (\$3,050,000 - \$3,000,000) multiplied by 2.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$32,900.00

Taxable Value = \$3,290,000

Calculated as \$3,290,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 86564296

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 86564296

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / KELLY HAZELL QUILL LAWYERS

Your Reference:	250233
Certificate No:	86564296
Issue Date:	12 MAR 2025
Enquires:	MXS26

Land Address: "YALLAMBEE" 379 GOORAMBAT-CHESENEY ROAD GOORAMBAT VIC 3725

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37591759	2	399580	7798	35	\$0.00
			4330	940	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$3,290,000
SITE VALUE:	\$3,050,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 86564296

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / KELLY HAZELL QUILL LAWYERS

Your Reference:	250233
Certificate No:	86564296
Issue Date:	12 MAR 2025

Land Address: "YALLAMBEE" 379 GOORAMBAT-CHESNEY ROAD GOORAMBAT VIC 3725

Lot	Plan	Volume	Folio
2	399580	7798	35
		4330	940

Vendor: GOORAMBAT EAST SOLAR FARM PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 86564296

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 86564291</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 86564291</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Benalla Rural City Council
PO Box 227, Benalla, VIC 3671
1 Bridge Street East, Benalla 3672
Telephone: 03 5760 2600
Email: council@benalla.vic.gov.au
www.benalla.vic.gov.au
ABN 42 379 380 529



Scan QR code to
login to the portal



11 March 2025

LANDATA
Sir/Madam
697 Collins Street
MELBOURNE Victoria 3029

Regulation 51 (1)

Dear Sir/Madam,

Reference Number: **PI2500114**
Client Job Number: **76085079-031-4**

Property Address: **379 GOORAMBAT-CHESNEY ROAD, GOORAMBAT VIC 3725**

I refer to your recent request for information under Regulation 51 (1) of the Building Regulations 2018 and wish to advise as follows:-

- There have been no permits issued within the preceding ten years.
- There are no current notices, orders or certificates issued under the Building Regulations 2018 and Building Act 1993.

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Should you require any further information please contact Council's Building Unit on 03 5760 2600.

Yours faithfully,
Kelly Hamblin
Building Administration Officer

Council disclaims any liability for loss, however occasioned for reliance upon the information herein.

Further, it is recommended that you make your own enquiries on specific details you may require. The information supplied in this letter is only from Council's immediately available records and no specific enquiries nor any site inspections have been made to furnish this information.

Benalla Rural City Council
 PO Box 227, Benalla, VIC 3671
 1 Bridge Street East, Benalla 3672
 Telephone: 03 5760 2600
 Email: council@benalla.vic.gov.au
www.benalla.vic.gov.au
 ABN 42 379 380 529



Scan QR code to
login to the portal



11 March 2025

LANDATA
 Sir/Madam
 697 Collins Street
 MELBOURNE Victoria 3029

Regulation 51 (2)

Dear Sir/Madam,

Reference Number: **PI2500114**
 Client Job Number: **76085079-031-4**
 Property Address: **379 GOORAMBAT-CHESNEY ROAD, GOORAMBAT VIC 3725**

With regard to your request for property information, Council’s records indicate the following:

Is the land liable to flooding within the meaning of Regulation 5, Building Regulations 2018?	No
Is the land designated under Regulation 150, Building Regulations 2018 as an area in which buildings are likely to be subject to attack by termites?	Yes
Is the land in an area for which a bushfire attack level area has been specified in a planning scheme?	No
Is the land in an area determined under Regulation 152, Building Regulations 2018 as likely to be subject to significant snowfalls?	No
Is the land designated land?	No
Is the land designated works?	No

A separate application for report of Council for the discharge point for the storm water drainage system is required.

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Should you require any further information please contact Councils Building Unit on 03 5760 2600 For new property information requests kindly lodge applications through our [Applicant portal](#).

Yours faithfully,
Kelly Hamblin
Building Administration Officer

Catchment and Land Protection (Section 90)

Kelly Hazell Quill Lawyers C/- InfoTrack (Practice Evolve)
12/201 Kent Street
SYDNEY 2000

CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF: 63037

CERTIFICATE NO: **76085079**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

Unit "Yallambee" 379
Goorambat-Chesney R, Goorambat

PROPERTY DESCRIPTION:

Lot/Plan:
Crown Description:
Volume/Folio:
Directory Reference:

Lot 2 TP399580L
CA 39A Parish of Goorambat, CA 41 Parish
of Goorambat
4330/940|7539/164|7798/035
V 33 G9, V 33 H9, V 33 G8, V 33 H8

- | | |
|--|------------|
| 1. A regional catchment strategy applies to the land. | YES |
| 2. The land is in a special area. | No |
| 3. A special area plan applies to the land. | No |
| 4. A land use condition applies to the land. | No |
| 5. A land management notice is in force in relation to the land. | No |
| 6. A copy of the land management notice is attached. | No |

Catchment and Land Protection (Section 20)



By Authority
Secretary to the Department of Energy, Environment & Climate Action

DATED: 06/03/2025



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Kelly Hazell Quill Lawyers C/- InfoTrack (Practice Evolve)
12/201 Kent Street
SYDNEY 2000
AUSTRALIA

Client Reference: 63037

NO PROPOSALS. As at the 6th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit "YALLAMBEE" 379 GOORAMBAT-CHESENEY R, GOORAMBAT 3725
RURAL CITY OF BENALLA

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: 6th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76085079 - 76085079162316 '63037'

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit "YALLAMBEE" 379 GOORAMBAT-CHESNEY R

SUBURB: GOORAMBAT

MUNICIPALITY: BENALLA

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 33 Reference G9
Vicroads Eighth Edition, State Directory, Map 33 Reference H9
Vicroads Eighth Edition, State Directory, Map 33 Reference G8
Vicroads Eighth Edition, State Directory, Map 33 Reference H8

DATE OF SEARCH: 6th March 2025

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

[Extract of Priority Sites Register] # 76085079 - 76085079162316
'63037'



Extract of EPA Priority Site Register

website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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