



# MAJESTY

## CONTRACT OF SALE

**Stage Number:**

**Lot Number:**



**TAN BUU NGUYEN AND THI THANH VAN DAO**

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**CONTRACT OF SALE OF LAND**

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**Property: Lot        on proposed plan of subdivision no. 838801R**

**PART OF 1384-1424 TAYLORS ROAD, BONNIE BROOK, VIC**

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

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

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

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

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

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# Contract of Sale of Land

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

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

The terms of this contract are contained in the –

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

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** SEE PAGE 4 FOR EXECUTION .....

..... on ..... / ..... /2020

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

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

This offer will lapse unless accepted within 10 clear business days (3 clear business days if none specified). In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** SEE PAGE 4 FOR EXECUTION .....

..... on ..... / ..... /2020

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

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



## Particulars of sale

### Vendor's estate agent

Name: Ian Koh - Koham Property Group  
 Address: 1326/401 Docklands Drive, Docklands VIC 3008  
 Email: ian@kohamproperty.com.au  
 Tel: 1800 717 505 Mob: 0421 857 701 Fax: Ref:

### Vendor

Name: Tan Buu Nguyen and Thi Thanh Van Dao  
 Address:  
 Email:  
 Tel: Mob: Fax: Ref:

### Developer

Name: CJM Projects Pty Ltd (ACN 602 844 002)  
 Address: 1440-1486 Plumpton Road, Plumpton VIC 3030  
 Email:  
 Tel: Mob: Fax: Ref:

### Developer's legal practitioner or conveyancer

Name: Geoff Manolitsa - Partners Legal  
 Address: Level 13, 636 St Kilda Road, Melbourne VIC 3004  
 PO Box 6852, Melbourne VIC 3004  
 Email: gmanolitsa@pwg.com.au  
 Tel: (03) 8508 7800 Mob: 0437 573 894 Fax: (03) 8508 7859 Ref: GPM:206790

### Purchaser

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

### Purchaser's legal practitioner or conveyancer

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

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference part of	being lot	on proposed plan
Volume 9157 Folio 638	Lot	PS 838801R

The land is sold as vacant land.

Vendor Initials		Purchaser Initials	
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**Property address**

The address of the land is: Lot on proposed plan of subdivision no.838801R, 1384-1424 Taylors Road, Bonnie Brook, Victoria.

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

Nil – vacant land

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**GST Withholding** (general condition 25)

For contracts entered into after 1 July 2018, notice is required if taxable supply of residential premises or potential residential land.

Is the Purchaser required to withhold and make a GST residential withholding payment?

- Yes, if this box is checked
- No, if this box is checked

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

is due on:

- the 14th day after the vendor gives notice in writing to the purchaser of registration of the Plan of Subdivision.

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property.

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<b>Vendor Initials</b>		<b>Purchaser Initials</b>	
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**Terms contract** (general condition 30)

- This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked.

**Loan** (general condition 20)

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

Lender: .....

Loan amount: No more than ..... Approval date: .....

**Building report**

- General condition 21 applies only if the box is checked

**Pest report**

- General condition 22 applies only if the box is checked

**PURCHASER TO COMPLETE DETAILS**

**Tax File Number** (Special Condition 4.4)

Purchaser	Tax File Number	Proportion in which Purchaser is buying Property
		%
		%
		%

**Purchaser's Foreign Investment Review Board Declaration**

The Purchaser declares that it is:

- An Australian citizen or permanent resident if the box is checked
- A foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* if the box is checked

**Owner/Occupier or Investor**

The Purchaser advises that it is:

- An owner/occupier if the box is checked
- An investor if the box is checked

**Special Conditions**

This contract is subject to the special conditions appearing after the general conditions.

<b>Vendor Initials</b>		<b>Purchaser Initials</b>	
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## General Conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

### Title

#### 5. ENCUMBRANCES

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

## 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

**8. SERVICES**

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

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

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

**11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(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 1.14 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 remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 13.2 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.
- 13.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958.
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## Money

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace

is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee **on notification by the electronic** lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or



- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

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

- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of

the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the

legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the

purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

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

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

**32. BREACH**

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

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

**Default****33. INTEREST**

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

**34. DEFAULT NOTICE**

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

**35. DEFAULT NOT REMEDIED**

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

- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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## Special Conditions

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and:

**Additional Land Tax** means all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Settlement Date as a result of the Property being registered in the name of the Vendor at midnight on 31 December following the Settlement Date;

**Assessment Panel** means the Majesty Design Review Panel as noted in the Design Guidelines;

**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;

**Balance** means the balance as described in the Particulars of Sale;

**Bank** means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

**Builder** means the builder selected by the Purchaser to carry out the Construction and includes any replacement builder;

**Building Contract** means a contract between the Purchaser and the Builder to Construct a Residence on the Land in accordance with the Design Guidelines, which must include a condition providing that it terminates upon the rescission or termination of this Contract;

**Building Permits** means all necessary approvals, consents and permits for the Construction;

**Building Plans** means all documents, plans and specifications required in relation to the application for the Building Permits and all plans and specifications relating to the Construction, including floor plans, elevation plans and landscaping plans;

**Business Day** means a day on which Banks are open for general banking business in Melbourne, excluding Saturdays, Sundays and public holidays;

**Claim** means any and all claims, actions, disputes, differences, Objection, demands, notices, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising;

**Commence Construction** means the excavation or similar preparation of the Land for the purposes of the erection, pouring or laying of stumps, piers, columns or concrete footings on the Land and **Commenced Construction** has the same meaning;

**Common Property** means all the areas designated as common property on the Plan of Subdivision whether shown on the Plan of Subdivision as attached to the Vendor's Statement or on the Plan of Subdivision as registered;

**Complete Construction** means when the Construction has been completed and an Occupancy Permit has been issued for the Residence on the Property;

**Condition of the Property** means the condition of the Property as at the Day of Sale (including, without limitation, the presence of any Contaminant of any type or nature in or under or emanating from the Property or groundwater);

**Construct** means to design and build a Residence on the Land substantially as contemplated by the Building Contract and to complete the landscaping of the Land in accordance with the Design Guidelines, and **Construction** has the same meaning;

**Contaminants** means a solid, liquid, gas, odour, heat, sound, vibration or radiation, or a quality or property of any of them, which is or may be:

- (a) noxious or poisonous;
- (b) obnoxious or offensive to the senses of human beings;
- (c) harmful or potentially harmful to the health, welfare, safety or property of human beings;
- (d) poisonous, harmful or potentially harmful to:
- (e) animals, birds, wildlife, fish or other aquatic life; or
- (f) plants or vegetation; or
- (g) detrimental to any beneficial use made of land, water or atmosphere,

and land is **contaminated** if one or more Contaminants:

- (a) is on, in or under it; or
- (b) is emanating from it;

**Contract** means this contract;

**Corner Lot** means any Lot on the Plan of Subdivision which has a front and side title boundary which abuts a road named on the Plan of Subdivision;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Day of Sale** means the date by which both parties have signed this Contract;

**Deposit** means an amount equal to the proportion of the Price that is described in the Particulars of Sale;

**Design Guidelines** means the Majesty Housing Design Guidelines as attached in **Annexure B** to this Contract;

**Developer** means the person or corporation described in the Particulars of Sale and includes their successors and assigns;

**Developer's Associates** means any agent, employee, officer, contractor, subcontractor, consultant, advisor and invitee of the Developer, including the Developer's Legal Practitioner;

**Developer's Legal Practitioner** means Partners Legal or any other firm of solicitors about whom the Developer gives details in writing to the Purchaser;

**Development** means the land in the Plan of Subdivision and any surrounding land to be developed by the Vendor and Developer and known as Majesty located at 1384-1424 Taylors Road, Bonnie Brook, Victoria;

**Development Agreement** means an agreement between the Vendor and Developer dated 16 December 2014 giving the Developer rights in order to complete the Development;

**Development Works** means the completion of all infrastructure works, landscaping, installation of services, subdivision of the Development and the construction of other lots on the Development and includes works of any kind necessary or incidental to establishing road and utility infrastructure, services and connections;

**Encumbrances** means the encumbrances as shown in the Vendors Statement;

**Extra Amount** means an amount equal to 2.4% of the Price of the Property;

**FIRB** means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

**FIRB Approval** means:

- (a) a statement that there are no objections; or

(b) any consent or approval,

by FIRB under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to the purchase of the Property by the Purchaser on the terms of this Contract;

**Foreign Person** has the meaning given to that term by section 5 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

**General Conditions** means the general conditions appearing in this Contract, which are the conditions contained within the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd in August 2019;

**Goods** means the goods as described in the Particulars of Sale;

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Guarantee and Indemnity** means the form of guarantee and indemnity contained in **Annexure A**;

**Guarantor** means each person that executes the Guarantee and Indemnity;

**Input Tax Credit** has the meaning given to it in GST Law;

**Insolvency Event** if the Purchaser is a corporation, means any of the following events:

- (a) a liquidator or provisional liquidator is appointed in respect of the Purchaser;
- (b) an application is made to a court for an order, or an order is made, that the Purchaser be wound up;
- (c) a resolution is passed to appoint an administrator or an administrator is appointed to the Purchaser;
- (d) a receiver, manager, receiver, controller, administrator or other similar officer is appointed to the Purchaser or any of its assets;
- (e) a scheme of arrangement or composition with creditors is made, or an assignment for the benefit of creditors is made, by or on behalf of the Purchaser;
- (f) a resolution or order is made for the winding up or dissolution of the Purchaser;
- (g) the Purchaser is, or states that it is, insolvent;
- (h) the Purchaser is or states that it is unable to pay its debts when they fall due;
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under any law; or

if the Purchaser is a natural person means the Purchaser:

- (a) dies;
- (b) is an undischarged bankrupt;
- (c) commits an act of bankruptcy; or
- (d) enters into a deed of arrangement or calls a meeting of creditors under Part X of the *Bankruptcy Act 1966* (Cth),

and, in this definition only, the word Purchaser includes the Guarantor;

**Interest Rate** means a rate of four (4) percent higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic);

**Land** means the whole of the land as described in the Particulars of Sale, comprising the Lot or Lots sold under this Contract;

**Laws** means any law, act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any Authority or of any permit or approval affecting the Property;

**Lot or Lots** means a lot or lots on the Plan of Subdivision;

**Object** means to make any Claim against the Vendor (before or after the date of actual 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, and **Objection** has the same meaning;

**Occupancy Permit** means an occupancy permit issued under the *Building Act 1993*;

**Outgoings** means any rates, taxes, assessments, charges and other outgoings in respect of the Land;

**Particulars of Sale** means the particulars of sale in this Contract;

**Plan of Subdivision** means proposed plan of subdivision number 838801R, a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered;

**Planning Documents** means any planning permits issued in respect of the Property before and after the Day of Sale as those permits may be amended, added to, varied, extended or endorsed from time to time and include the planning permits annexed to the Vendor's Statement;

**Preliminary Engineering Plan** means the plan attached to the Vendor's Statement which sets out details of works affecting the natural surface level of the Land as known to the Vendor as at the Day of Sale;

**Price** means the price that is described in the Particulars of Sale;

**Property** means the Land and the Goods sold pursuant to this Contract;

**Purchaser** means the person or corporation described in the Particulars of Sale and includes their successors and assigns;

**Registrar** means the Registrar of Titles of Victoria;

**Registration Date** means the day that is thirty-six (36) months after the Day of Sale;

**Relevant Document** means an executed counterpart of this Contract or any other document executed in connection with it;

**Residence** means a building to be occupied as a dwelling;

**Restrictions** mean:

- (a) any misdescription of the Land or inaccuracy in the area, measurements, boundary or occupation of the Land; or
- (b) any minor variations between the number, size or location of Lots presently appearing on the Plan of Subdivision, or
- (c) any renumbering of any Lot on the Plan of Subdivision; or
- (d) any variation or alteration to the construction or design of the Development Works or any amendment or alteration to specifications forming part of any construction or civil work plans at any time either before or after any building permit (if applicable) has been issued, provided that such variation or amendment does not substantially affect the Lot sold under this Contract; or
- (e) any Laws affecting the Land and any failure to comply with those Laws: or
- (f) any rights of or Claims by any Authority: or
- (g) any improvements not being erected within the boundaries of the Land; or
- (h) non-completion of any facilities to be constructed on the Development; or

- (i) the existence of any electrical sub-station, pits or other service infrastructure on the Development;
- (j) any boundary on the Development not being fenced or any boundary fence or wall not being on or within the boundary;
- (k) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs, use of the Common Property and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser; or
- (l) any restrictions on the use of the Property under the applicable planning scheme, any planning permits for or affecting the Property and any other planning controls affecting the Property; or
- (m) the Condition of the Property;

**s.173 Agreement** means an agreement pursuant to Section 173 of the *Planning & Environment Act 1987* (Vic);

**Sale of Land Act** means the *Sale of Land Act 1962* (Vic);

**Settlement Date** means the date settlement is due pursuant to the Particulars of Sale or such other date agreed by the parties in writing;

**Site** means the whole of the land comprised in the Plan of Subdivision and any other adjoining or neighbouring land owned by the Vendor;

**Special Condition** means any special condition of this Contract;

**Stage** means a stage of the Plan of Subdivision;

**Staged Development** means the Development effected in Stages;

**Subdivision Act** means the *Subdivision Act 1988* (Vic);

**Subsequent Stage Land** means all the land included in the Development except for the land in the Plan of Subdivision;

**Tax Act** means *Taxation Administration Act 1953* (Cth);

**Tax Invoice** has the meaning given to it in GST Law;

**Taxable Supply** means has the meaning given to it in GST Law;

**Transfer** means the instrument of transfer referred to in General Condition 10;

**Treasurer** means the Treasurer of the Commonwealth of Australia;

**Trust** has the meaning given to it in **Special Condition 3.2**;

**Trustee** means the Vendor in its capacity as trustee of the Vendor Trust;

**Vendor** means the person or corporation described in the Particulars of Sale and includes their successors and assigns;

**Vendor's Associates** means any agent, employee, officer, contractor, subcontractor, consultant, advisor and invitee of the Vendor, including the Vendor's Estate Agent and the Developer;

**Vendor's Estate Agent** means the estate agent as appointed by the Developer pursuant to the Development Agreement, and named in the Particulars of Sale or as otherwise advised by the Vendor or Developer;

**Vendor's Legal Practitioner** means any firm of solicitors about whom the Vendor gives details in writing to the Purchaser; and

**Vendor's Statement** means the statement made under Section 32 of the *Sale of Land Act 1962* (Vic), a copy of which is contained in **Annexure C**.

## 1.2 Interpretation

- (a) In this Contract, a reference to currency is a reference to Australian currency.
- (b) An obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally.
- (c) Words importing the singular include the plural and vice versa.
- (d) Words denoting any gender include all genders.
- (e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) Headings are for convenience only and do not affect the interpretation.
- (g) The word person includes an individual, any executor, administrator or successor in law of that person and a corporation, an authority, an association or a joint venture (whether or not it is incorporated), a partnership and a trust.
- (h) The terms corporation, subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (i) The word "includes" in any form is not a word of limitation.
- (j) A reference to any legislation or to any provision of any legislation includes any statutory modification or re enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments issued under it.
- (k) A reference to a special condition, schedule or annexure is a reference to a special condition of, or schedule or annexure to, this Contract and a reference to this Contract includes all schedules and annexures.

## 1.3 Amendments to General Conditions

Without limiting the specific provisions of any other special condition in this Contract, the General Conditions are amended as follows:

- (a) General Conditions 6.2 to 6.7 (inclusive) are deleted.
- (b) General Condition 9 is deleted.
- (c) General Condition 11 is deleted and replaced with the following:

*"11.1 This general condition applies if any part of the property is subject to a security interest registered under the Personal Property Securities Act 2009 (Cth). Words and phrases used in general condition 7 which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11.*

*11.2 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.*

*11.3 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 11.2.*

*11.4 If an advice is given to the vendor by the purchaser in accordance with general condition 11.2 or 11.3, the vendor must ensure that at or before settlement the purchaser receives a release from the secured party releasing the property that is subject to the security interest from the security interest.*

*11.5 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.*

11.6 If the purchaser receives a release under general condition 11.4, the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.7 The purchaser must not grant a security interest over any part of the property prior to the settlement date. The purchaser must indemnify and hold harmless the vendor against all claims, damages or loss incurred by the vendor as a consequence of the purchaser granting a security interest over any part of the property in breach of this condition.

11.8 If the land is sold subject to a lease and the vendor has registered a security interest over any part of the property being sold or the tenant's property, the vendor must transfer the security interest to the purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.'

(d) General Condition 12 is deleted.

(e) General Condition 16.2(a) is amended to read:

““bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in favour of the Developer’s Legal Practitioner and on terms satisfactory to the Developer’s Legal Practitioner in its absolute discretion, to pay money on demand to the Developer’s Legal Practitioner without reference to the Purchaser having an expiry date (if any) no earlier than the day that is six (6) months after the Registration Date (as defined in **Special Condition 1.1**)”.

(f) General Condition 16.2(b) is amended to read:

““bank” means an Australian-owned bank on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority”

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

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

(h) General Condition 17.2 is amended by replacing "4.00 p.m" with "3.00 p.m"

(i) General Condition 14.1(b) is amended by deleting the words “if there is no estate agent,”.

(j) General Condition 14.11 is amended to read:

“For the purposes of this general condition ‘authorised deposit taking institution’ means a Bank.”

(k) General Condition 18.7 is amended by replacing "4.00 p.m" with "3.00 p.m" and "6.00 p.m" with "5.00 p.m".

(l) General Condition 20.2(c) is amended by inserting the words "to the vendor’s reasonable satisfaction" after the words "...written evidence of rejection or non-approval of the loan";

(m) General Condition 23 is amended in accordance with **Special Condition 23.2(a)**.

(n) General Condition 23.2(b) is deleted.

(o) General Condition 29 is amended to read:

"The purchaser and/or another person authorised by the purchaser may inspect the property within the 7 days preceding the settlement date, at a time during normal business hours determined by the Vendor having regard to the requirements of the Vendor to allow inspection to purchasers of other lots in the Development following registration of the Plan of Subdivision."

(p) General Conditions 31.4 to 31.6 (inclusive) are deleted.

(q) General Condition 32 is amended by adding the following new paragraph at the end of this 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 agreed at \$800 plus GST for each notice and \$300 plus GST for each rescheduled and extended settlement;*
- (iii) *any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property;*
- (iv) *penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property; and*
- (v) *any additional costs and expenses incurred by the vendor as a result of having to secure the Property from theft or damage."*
- (r) General Condition 33 is amended by substituting "4%" for "2%".
- (s) General Condition 35 is amended by including a new paragraph 28.6 as follows:  
  
*"Unless the price includes GST, the reference to "the price" in this General Condition 35 refers to the price plus any GST payable on the price."*
- (t) All references to the "*Vendor's Legal Practitioner*" in the General Conditions are to be read as "Developer's Legal Practitioner" as is defined in **Special Condition 1.1**.

## **2. ACKNOWLEDGEMENTS**

### **2.1 Development Agreement**

The parties acknowledge that the Vendor has entered into the Development Agreement with the Developer, which provides for the Developer to assist in developing and selling the Land, including the engagement of the Vendor's Estate Agent, the Developer's Legal Practitioner and other relevant consultants in order to achieve the same.

### **2.2 Contract and Vendor's Statement**

Prior to the execution of this Contract, the Purchaser acknowledges that:

- (a) it received:
  - (i) a copy of this Contract; and
  - (ii) a copy of the Vendor's Statement,
 before paying any money or signing any document in relation to this sale;
- (b) the Purchaser was given an opportunity to read and consider the terms and conditions in this Contract; and
- (c) the Purchaser had an opportunity to seek legal and other professional advice on the terms and conditions in this Contract.

### **2.3 Loan**

The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser, or to any agent of the Purchaser, about obtaining a loan to defray some or all of the Price.

### **2.4 Further acknowledgements**

The Purchaser acknowledges:

- (a) no information, representation or warranty provided or made by the Vendor, the Vendor's Estate Agent, Developer, the Vendor's Legal Practitioner or the Developer's Legal Practitioner was provided or made with the intention or knowledge that it would be relied on by the Purchaser and that it has not relied on any information, representation or warranty; and



- (b) in entering into this Contract, it:
  - (i) has made its own enquiries in relation to the Property;
  - (ii) does not rely on any letter, brochure, advertisement, documents or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
  - (iii) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the Property;
  - (iv) is satisfied as to the need for the existence or validity of any development or other approval for the Property; and
  - (v) enters into this Contract on the basis of its inspection, searches and the enquiries it has carried out, and relying on its own judgment;
- (c) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (d) that the Vendor does not warrant or represent that:
  - (i) the Land is identical to the land described in the Particulars of Sale; or
  - (ii) the Property complies with any Laws affecting the Land and the requirements of any municipal or statutory Authority;
- (e) that the Vendor makes no warranty or representation as to the Condition of the Property;
- (f) that the Purchaser buys the Property subject to the Restrictions and may not Object, make any requisition, Claim, refuse or delay payment of the Price in connection with any Restriction, or demand the Vendor to amend title (including to bear the cost of amending title) or fix any Restriction (including to bear the cost of fixing any Restriction);
- (g) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

## 2.5 Purchaser's acknowledgements: Filled and Cut Land & Services etc.

- (a) The Purchaser acknowledges that:
  - (i) the Land or parts thereof may be filled or cut land;
  - (ii) the siting and location of service pits, service markers, man-holes, sewer vents, drains, telephone poles, light poles, electricity poles or any other similar service or utility infrastructure will be affected by the requirements of service authorities and providers;
  - (iii) the Purchaser agrees not to make any requisition or Objection nor to Claim, or seek to delay or terminate this Contract with respect to the matters set out in this **Special Condition 2.5**.
- (b) The Purchaser acknowledges that:
  - (i) the Vendor has disclosed to the Purchaser in the Vendor's Statement a Preliminary Engineering Plan which sets out indicative details of all works (if any) affecting the natural surface level of the Land or of any land abutting the Land which is in the same subdivision as the Land, which to the Vendor's knowledge at the date of this Contract have been carried out or are proposed to be carried out on that land as part of the Development Works, as required by Section 9AB of the *Sale of Land Act 1962*;
  - (ii) the Vendor makes no representation as to the precise nature and extent of the filling on the Land or works affecting the natural surface level of the Land or of any land abutting the Land which is in the same subdivision as the Land;
  - (iii) the Vendor has no knowledge of matters regarding filling and works affecting the natural surface level of the Land which may have existed or been undertaken on the Land before the Vendor's occupation of the Land; and

- (iv) the Purchaser must not make any requisition, Objection or Claim against the Vendor because:
  - (A) the Land or any land abutting the Land which is in the same subdivision as the Land has been filled; or
  - (B) the precise nature and extent of the filling and works affecting the natural surface level of the Land or any land abutting the Land which is in the same subdivision as the Land are not as set out in the Preliminary Engineering Plan.
- (c) The Vendor reserves the right to make alterations to the filling and works affecting the natural surface level of the Land as set out in the Preliminary Engineering Plan and, subject to the Vendor complying with section 9AB of the *Sale of Land Act* 1962, the Purchaser must not make any requisition, Objection or Claim against the Vendor due to any alterations to the filling and works affecting the natural surface level of the Land as set out in the Preliminary Engineering Plan.

## 2.6 Marketing Materials

- (a) The Vendor may use photographs and other images as part of its marketing materials which include potential views that may be available from the Land.
- (b) The Purchaser acknowledges that:
  - (i) the photographs and other images depict potential views that may become available as at the date that the photographs and other images were created, which is before the Day of Sale;
  - (ii) the Vendor has no control over development by parties unrelated to the Vendor of property surrounding or nearby the Land;
  - (iii) the Vendor has the right to alter the Development at any time, at its absolute and unfettered discretion; and
  - (iv) development of property surrounding or nearby the Land may affect the actual views that will be available from the Land after completion.
- (c) The Purchaser must not Object, make any requisition, Claim, refuse or delay completion of this Contract because of any views after completion differing from the potential views depicted in the marketing materials due to:
  - (i) development of property surrounding or nearby the Land (whether by the Vendor or by another party);
  - (ii) the alteration of the Plan of Subdivision in accordance with this Contract; or
  - (iii) as a result of any other act, matter or thing for which the Vendor is not responsible.
- (d) The Purchaser acknowledges that it has not relied on the potential views depicted in the marketing materials in entering this Contract.

## 3. CORPORATE PURCHASER

### 3.1 Warranties

If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange, then:

- (a) each person who signs this Contract on behalf of that corporation:
  - (i) warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
  - (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
  - (iii) must procure the execution by all directors of the Purchaser of the Guarantee and Indemnity and deliver the duly completed and executed Guarantee and Indemnity to the Developer's Legal Practitioner on or before the Day of Sale (time being of the essence);

- (b) the Purchaser represents and warrants to the Vendor that:
- (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
  - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
  - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking; and
- (c) without limiting **Special Condition 3.1(a)** the Purchaser must procure execution by all of its directors of the Guarantee and Indemnity and deliver the duly executed Guarantee and Indemnity to the Developer's Legal Practitioner on or before the Day of Sale (time being of the essence).

### 3.2 Purchaser as trustee

- (a) If the Purchaser is, or is acting in the capacity of, a trustee, then the Purchaser enters into this Contract both in its individual capacity and in its capacity as trustee of the relevant trust (**Trust**) and all agreements, warranties and obligations of the Purchaser in this Contract bind the Purchaser in both capacities.
- (b) The Purchaser warrants that:
- (i) it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
  - (ii) it is not in default under the terms of the Trust;
  - (iii) it has the power and authority under the terms of the Trust to enter into and perform this Contract including the power to purchase the Property;
  - (iv) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;
  - (v) 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; and
  - (vi) the Purchaser agrees not to:
    - (A) resign as trustee of the Trust or permit any substitute or additional trustee to be appointed;
    - (B) do anything which effects or facilitates the termination of the Trust;
    - (C) do anything which effects or facilitates the variation of the terms of the Trust;
    - (D) vest or distribute or advance any property of the Trust to any beneficiary or sell any of the property of the Trust except in the ordinary course of business; or
    - (E) do anything which effects or facilitates the resettlement of the Trust funds,
 prior to effecting settlement of the Land pursuant to this Contract without the prior written consent of the Vendor, which may be withheld at the absolute discretion of the Vendor.

## 4. DEPOSIT

### 4.1 Amount of Deposit

The Deposit must not exceed ten (10) per cent of the Price.

#### 4.2 **Payment of Deposit**

The Purchaser must pay the Deposit to the Developer's Legal Practitioner or Vendor's Estate Agent on or before the Day of Sale (time being of the essence) and it must be held by the Developer's Legal Practitioner or Vendor's Estate Agent on trust for the Purchaser until registration of the Plan of Subdivision.

#### 4.3 **Investment**

The Vendor and Purchaser authorise the Developer's Legal Practitioner to invest the Deposit in a separate interest-bearing trust account at a Bank. The Purchaser must not make any Claim on the Developer's Legal Practitioner for any matter arising out of this **Special Condition 4.3**.

#### 4.4 **Tax file number**

On or prior to the Day of Sale, the Purchaser must give the Purchaser's tax file number to the Developer's Legal Practitioner. The Purchaser must not make any Claim on the Developer's Legal Practitioner for any matter arising out of this **Special Condition 4.4**.

#### 4.5 **Entitlement to interest**

The interest earned on the Deposit (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then, subject to **Special Condition 4.4**, interest earned on the Deposit (if any) will belong to the Purchaser.

#### 4.6 **Stakeholder**

Until registration of the Plan of Subdivision, the Deposit shall be held or invested by the Developer's Legal Practitioner or Vendor's real estate agent as stakeholder for the parties and shall thereafter be held or released pursuant to the provisions of the Sale of Land Act.

### 5. **NOMINATION**

#### 5.1 **Nomination form**

The Purchaser may only exercise the Purchaser's rights under General Condition 4 if the Purchaser delivers to the Vendor not less than ten (10) Business Days prior to settlement:

- (a) a nomination form:
  - (i) complying with all Laws and in a form reasonably required by the Vendor;
  - (ii) pursuant to which the Purchaser agrees to indemnify and keep indemnified the Vendor against all cost, loss, liability or expense suffered or incurred as a direct or indirect result of the nomination, whether or not the Vendor has incurred any such cost, loss, liability or expense or has made a payment;
  - (iii) properly completed with all the relevant details;
  - (iv) duly executed by the Purchaser and the nominated purchaser;
- (b) a written acknowledgement from the Guarantors that the nomination of the nominee does not vitiate the Guarantor's obligations; and
- (c) the guarantee and indemnity required by **Special Condition 5.2**.

#### 5.2 **Guarantee and Indemnity**

If the nominee purchaser is or includes a corporation not listed on the Australian Stock Exchange, the nominee purchaser must deliver to the Vendor a Guarantee and Indemnity executed by all directors of the corporation.

## 6. FIRST HOME BUYERS

### 6.1 Purchaser Responsibility

The Purchaser is responsible for determining whether or not they are entitled to claim any first home buyers incentives that may be offered by the Federal or State Government from time to time. The Vendor makes no representation to the Purchaser regarding an entitlement to these incentive payments.

### 6.2 No Claim

The Purchaser shall not make any requisition or Claim or purport to rescind this Contract or avoid any of its obligations under this Contract as a result of any refusal by a the Federal or State Government to pay any incentive or bonus.

## 7. PLAN OF SUBDIVISION

### 7.1 Conditional sale

This Contract is subject to the condition subsequent that the Plan of Subdivision is registered by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act.

### 7.2 Vendor's endeavours

- (a) The Vendor will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act no later than the Registration Date.
- (b) Despite **Special Condition 7.2(a)**, the Vendor is not required to appeal or seek judicial review of any decision of an Authority in connection with the subdivision, the Plan of Subdivision or a planning permit relating to the Plan of Subdivision.

### 7.3 Right to terminate

- (a) If the Plan of Subdivision is not registered by the Registrar by the Registration Date:
  - (i) the Purchaser may rescind this Contract by notice in writing to the Vendor; or
  - (ii) the Vendor may rescind this Contract by obtaining the written consent of each Purchaser to the rescission after giving each Purchaser at least 28 days before the proposed rescission, written notice setting out:
    - (A) the reason why the Vendor is proposing to rescind this Contract;
    - (B) the reason for the delay in the registration of the Plan of Subdivision; and
    - (C) that the Purchaser is not obliged to consent to the proposed rescission.
  - (iii) the Vendor may rescind this Contract by applying to the Supreme Court of Victoria for a court order granting the Vendor the right to rescind this Contract under this **Special Condition 7.3**.
- (b) Despite **Special Condition 7.3(a)**, the Purchaser acknowledges and agrees that the Vendor may at any time give notice to the Purchaser of its intention to end this Contract by written notice to the Purchaser if:
  - (i) an Authority refuses to certify the Plan of Subdivision or imposes obligations on the Vendor which the Vendor considers are too onerous;
  - (ii) the Registrar refuses to register the Plan of Subdivision or imposes obligations upon the Vendor which the Vendor considers are too onerous.

Should the Purchaser not object to the Vendor's notice within 14 days of receipt of the said notice, then this Contract is terminated.

- (c) A notice under this **Special Condition 7.3** will have no effect if the other party receives it after the Plan of Subdivision is registered. The parties acknowledge and agree that the Purchaser must not unreasonably object to the Vendor's notice under this **Special Condition 7.3**.

#### 7.4 Consequences of termination

If this Contract is rescinded or terminated pursuant to **Special Condition 7.3**:

- (a) the Deposit and any interest accrued (less bank and government charges) will be refunded to the Purchaser.
- (b) The Purchaser must not make any Claim.

#### 8. AMENDMENTS TO PLAN OF SUBDIVISION

8.1 Subject to section 9AC of the Sale of Land Act, the Vendor may make such amendments to the Plan of Subdivision that:

- (a) may be necessary to:
  - (i) accord with surveying practice; or
  - (ii) alter the Plan of Subdivision so that the land in the Plan of Subdivision is developed as a Staged Development; or
  - (iii) comply with any requirement, recommendation or requisition of an Authority, the Registrar, the Vendor's Associates, Developer's Associates or a combination of them; or
- (b) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include:
  - (i) alterations required for the adequate servicing, use, occupation or proper management of the Site or any part of it;
  - (ii) creating additional lots including reducing or altering the Common Property to create such lots;
  - (iii) altering or varying the position or location of any Lot;

8.2 The Vendor will advise the Purchaser in writing of any proposed amendment to the Plan of Subdivision required by the Registrar or requested by the Vendor within fourteen (14) days after the receipt of the requirement of the Registrar or the making of the request by the Vendor (as the case may be).

8.3 The Purchaser must advise the Vendor within fourteen (14) days of receipt of the proposed amendments (time being of the essence) should the Purchaser not consent to those amendments, otherwise the Purchaser will be taken to have consented to the same.

8.4 The Purchaser agrees to accept the Property described on the Plan of Subdivision as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan of Subdivision.

8.5 Without limiting any other provision in this **Special Condition 8**, the Purchaser acknowledges and agrees that:

- (a) the Vendor may create additional Lots by further subdividing any Lots in any stage of the Plan of Subdivision; and
- (b) if on the Day of Sale, the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor sees fit (but is not obliged to do so).

8.6 The Purchaser agrees not to make any Claim or Object because of:

- (a) any amendment or alteration to the Plan of Subdivision which does not materially affect the Land (as determined by the Law Institute Property Law Dispute Resolution Committee of Victoria); or
- (b) the creation of any additional Lots; or
- (c) the consolidation of any Lot with another Lot or Lots; or
- (d) any alleged misdescription of the Land or deficiency in its area or measurements; or

(e) any renumbering of stages or Lots on the Plan of Subdivision,

nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so.

8.7 The Purchaser agrees that (without limitation) an amendment to the Plan of Subdivision which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially affect the Land.

## 9. STAGED DEVELOPMENT

9.1 The Purchaser acknowledges that:

- (a) it has read and understood the Planning Documents prior to signing this Contract;
- (b) as at the Day of Sale, the Vendor proposes that the Development may include all or some of the following uses:
  - (i) residential;
  - (ii) shop/retail;
  - (iii) food and drink premises; and
  - (iv) offices;
- (c) the Land forms part of the Development by the Vendor, which may occur in stages;
- (d) the Vendor who is, or is entitled to be, registered proprietor of the Subsequent Stage Land, reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in the future:
  - (i) subdivide the Subsequent Stage Land;
  - (ii) carry out or permit the carrying out of building works on the Subsequent Stage Land;
  - (iii) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
  - (iv) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
  - (v) refrain from doing any or all of these things; and
- (e) the Vendor cannot and does not give any assurances as at the Day of Sale as to:
  - (i) whether the Development will be undertaken or completed;
  - (ii) the timetable for carrying out the Development;
  - (iii) the nature of the Development (including the number of lots, types of uses and facilities to be provided); and/or
  - (iv) the manner in which the Development will be carried out.

9.2 The Purchaser further acknowledges that as the person who is, or is entitled to be, registered proprietor of the Subsequent Stage Land the Vendor proposes to create further stages of the Plan of Subdivision and the Purchaser acknowledges and consents to such subdivision including the altering of the lot entitlement or lot liability of any of the lots on the Plan of Subdivision as authorised by section 37(3)(c)(iv)(C) of the Subdivision Act.

- 9.3 The Purchaser must (whether before or after the date of actual settlement) do all things and execute all documents as may be reasonably required by the Vendor to give effect to the provisions of this **Special Condition 9**.
- 9.4 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to, directly or indirectly hinder, delay, impede, Object or prevent the Vendor exercising the rights set out in **Special Conditions 9.1(d)** and **9.2**.
- 9.5 The Purchaser must not Object by reason of:
- (a) any alteration:
    - (i) to the Development (including changes in uses, layouts, facilities and services);
    - (ii) in the number of lots in, or any other stage of, the Development; or
    - (iii) to the number, size, shape or location or permitted use of, or restrictions affecting, any lot in the Plan of Subdivision (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development;
  - (b) any delay in the completion of the Development; or
  - (c) the abandonment of the whole or any part of the Development.
- 9.6 The Purchaser must not Object to or oppose or procure any other person to Object to or oppose any application which the Vendor or any person with the authority of the Vendor makes to any planning approval or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).
- 9.7 The Purchaser is liable for and indemnifies the Vendor against all Claims, damages and costs for which the Vendor may suffer due to a breach of **Special Conditions 9.4 to 9.6**.
- 9.8 This **Special Condition 9** is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this **Special Condition 9**.
- 9.9 The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this **Special Condition 9** because the Vendor must be able to specifically enforce the Purchaser's obligations under this **Special Condition 9**.

## 10. ENCUMBRANCES

### 10.1 Purchaser buys subject to Encumbrances

The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Subdivision Act;
- (b) buys the Property subject to:
  - (i) the Encumbrances;
  - (ii) all Restrictions on its use or development that are imposed or prescribed by the Laws that apply to it;
  - (iii) the Design Guidelines;
  - (iv) all easements and encumbrances affecting the Site including those created or implied by the Subdivision Act; and
  - (v) the rights of the Vendor under **Special Condition 10.2**; and
- (c) agrees that the matters specified in **Special Condition 10.1(b)** do not constitute a defect in the Vendor's title to the Property.



The Purchaser must not Object or make a Claim in relation to any matter referred to in this **Special Condition 10.1**.

## 10.2 Further encumbrances

The Purchaser acknowledges that the Vendor:

- (a) may create or grant easements, covenants, restrictions and other rights and obligations affecting the whole or any part of the Site;
- (b) may grant leases or other occupation rights to third parties over the Site (excluding the Property) including, without limitation, statutory authorities and suppliers of utilities;
- (c) is entitled to require that:
  - (i) the Transfer incorporate a covenant; or
  - (ii) the Purchaser create an easement or other restriction that will burden the Land,

if any one or more of these are:

- (d) required by any Authority;
- (e) required for the certification or registration of the Plan of Subdivision; or
- (f) in the opinion of the Vendor (acting reasonably), necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

The Purchaser must not Object, or make any requisition, Claim, rescind or terminate this Contract, delay settlement or refuse to pay any part of the Price in relation to any matter referred to in this **Special Condition 10.2**.

## 10.3 Sale of Land Act

Section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan of Subdivision.

## 10.4 S.173 Agreement

The Purchaser acknowledges and agrees that the Vendor may prior to the Settlement Date enter into a s.173 Agreement with any Authority and that, in that case, the s.173 Agreement will be registered and run with the title to the Property. If the s.173 Agreement is entered into prior to the Settlement Date:

- (a) the Purchaser must take title to the Property subject to the s.173 Agreement; and
- (b) the Purchaser may not Object or make any requisition, Claim, rescind or terminate this Contract, delay settlement or refuse to pay any part of the balance of the purchase price in relation to the s.173 Agreement.

## 11. SERVICES

The Purchaser acknowledges and agrees that:

- (a) the services referred to in the Vendor's Statement will not be connected to the Property at Settlement, but will be available for connection;
- (b) it is solely responsible for payment of any statutory or utility fees incurred in connecting any services to the Property; and
- (c) it must not make any requisition, Claim nor claim any setoff nor rescind this Contract in respect of any matter relating to these services.

## 12. CAVEAT

### 12.1 No caveat to be lodged

The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site, the Development, the Land or the Property, including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.

### 12.2 Purchaser's acknowledgement

The Purchaser acknowledges that breach of **Special Condition 12.1**:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
- (b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and
- (c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

### 12.3 Appointment as attorney

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of **Special Condition 12.1**.

## 13. ENVIRONMENT

### 13.1 Acknowledgment

The Purchaser acknowledges that the Vendor has no knowledge of the Property containing any Contaminants.

### 13.2 Release and indemnity

- (a) The Purchaser:
  - (i) purchases the Property subject to this Special Condition 15 and must not Object or require the Vendor to take any action on account of any matter, thing or liability arising from or referred to in this **Special Condition 13**;
  - (ii) acknowledges that neither the Vendor, the Vendor's Associates nor the Developer's Associates have made any representations or warranties as to the matters referred to in this **Special Condition 13** or the state of the Property or the fitness of the Property for any lawful purpose and does not rely in any way on the Vendor to provide to the Purchaser any further information;
  - (iii) indemnifies and must keep indemnified the Vendor, the Vendor's Associates and the Developer's Associates from all Claims which may be brought against the Vendor or the Purchaser in respect of any injury, illness or death arising from the use of the Property or soil from the Property and against any liability which the Vendor may incur either directly or indirectly in relation to any matters referred to in this **Special Condition 13**;
  - (iv) forever releases and discharges the Vendor to the full extent permitted by law from all Claims resulting from any Contaminants;
  - (v) may not Object or require the Vendor to take any action on account of any Contaminants in, or, under or emanating from the Property, any part of the Site or any adjoining land;
  - (vi) agrees and declares that the Vendor will have no obligation whatsoever in respect of any Contaminants and that all obligations in respect of any Contaminants, whether arising before or after settlement, are and will be the Purchaser's responsibility;
  - (vii) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to any Contaminant in, on, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.

- (b) This **Special Condition 13.2** will not merge with settlement.
- (c) The Vendor need not incur any expense or make any payment to enforce the indemnity in **Special Condition 13.2**.

#### 14. USE AND CONSTRUCTION AS RESIDENCE

##### 14.1 Use of Land

- (a) The Vendor sells and the Purchaser buys the Land for the purpose of enabling the Purchaser to Construct a Residence on the Land pursuant to **Special Condition 18**.
- (b) The Purchaser may only use the Land for the purposes of carrying out the Construction and must not allow anyone to use the Property for any other uses, other than as a Residence.

##### 14.2 Purchaser's acknowledgements

The Purchaser acknowledges that:

- (a) the Vendor sells and the Purchaser buys the Land for the purpose of enabling the Purchaser to carry out the Construction on the Land pursuant to **Special Condition 18**;
- (b) the Purchaser is responsible for obtaining the Building Permits in accordance with **Special Condition 17**;
- (c) the Purchaser must not Object, make any requisition, Claim, rescind or terminate this Contract or delay settlement or refuse to pay any part of the Price if it is unable to obtain the Building Permits.

#### 15. RESTRICTIONS AND RESTRICTIVE COVENANT

##### 15.1 Restrictions

The Purchaser acknowledges that this Contract is subject to any restrictions to be included in the Plan of Subdivision and which will be created on registration of the Plan of Subdivision and which may include building envelopes and memorandum of common provisions which will run with the Land and appear on the title to the Land.

##### 15.2 Restrictive Covenant

The Purchaser further agrees and acknowledges that the Vendor may create a restrictive covenant over the Land on such terms as the Vendor deems appropriate in its absolute discretion.

##### 15.3 Purchaser's obligations

The Purchaser must not do or omit to do anything or allow anything to be done or omitted to be done on the Land which would not be allowed by the restrictions and the restrictive covenant referred to in **Special Conditions 15.1** and **15.2**.

#### 16. BUILDING PLANS

##### 16.1 In accordance with Restrictions and Design Guidelines

The Purchaser agrees and warrants that any form of Construction and works on the Property must be strictly in accordance with the restrictions referred to in **Special Condition 15** and the Design Guidelines.

##### 16.2 Approval of Building Plans

- (a) The Purchaser must as soon as practicable after the Day of Sale (and no later than nine (9) months from the issuance of a certificate of title for the Property) submit all proposed Building Plans to the Assessment Panel for approval prior to:
  - (i) applying for the Building Permits; and
  - (ii) commencing Construction.

- (b) For the avoidance of doubt, the Purchaser must not make any application for the Building Permits or commence Construction until the Assessment Panel has approved the Buildings Plans and authorised the application for the Building Permits and the commencement of Construction.
- (c) The Assessment Panel has the right to:
  - (i) reject and not grant approval at its absolute discretion to any Building Plans submitted; or
  - (ii) require the Building Plans to be amended to the Vendor's/Assessment Panel's requirements,
 if in the Assessment Panel's reasonable opinion, the Construction of the Residence in accordance with the submitted Building Plans will contravene this **Special Condition 16**.
- (d) If the Assessment Panel rejects the Building Plans or requires the Building Plans to be amended under **Special Condition 16.2(c)**, the Purchaser must amend and re-submit the Building Plans to the Vendor for approval by the Assessment Panel and this **Special Condition 16.2** will continue to apply until the Building Plans have been approved by the Assessment Panel
- (e) Any approval by Assessment Panel does not absolve the Purchaser of its obligations under **Special Condition 16.1**.

## 17. BUILDING PERMITS

### 17.1 Purchaser to apply

The Purchaser must as soon as practicable after obtaining the Assessment Panel's approval to the Building Plans under **Special Condition 16**, submit the application for the Building Permits to the relevant Authorities and do everything necessary to apply for and obtain the Building Permits.

### 17.2 Purchaser's obligations

- (a) The Purchaser must not make, allow or permit any amendment to the Building Permits without the Vendor's approval, which may be withheld or granted in its absolute discretion and if granted, may be subject to any conditions the Vendor sees fit, in its absolute discretion.
- (b) The Purchaser must comply with all the provisions of the Building Permits and covenants that it will not do or omit to do anything or cause anything to be done or omit to be done which will contravene the Building Permits.
- (c) The Purchaser must as soon as practicable after request by the Vendor, provide the Vendor with all information and documents requested by the Vendor relating to the progress of the Purchaser's application for the Building Permits.

## 18. CONSTRUCTION OF RESIDENCE

### 18.1 Purchaser to construct

The Purchaser must Construct a Residence on the Property at its own costs and expense:

- (a) in a good workmanlike manner;
- (b) in accordance with the Building Permit.
- (c) in accordance with the Building Plans approved by the Assessment Panel; and
- (d) in accordance with the Design Guidelines.

### 18.2 Timing

The Purchaser must:

- (a) Commence Construction as soon as practicable after approval by the Assessment Panel in accordance with **Special Condition 16.2**; and

- (b) Complete Construction within twelve (12) months after approval by the Assessment Panel in accordance with **Special Condition 16.2**; and
- (c) fully construct all driveways prior to occupation of the Residence on the Property;
- (d) complete all fencing in accordance with the Design Guidelines, within thirty (30) days of an Occupancy Permit being issued for the Residence on the Property; and
- (e) complete all front gardens including all landscaping visible from the street in accordance with the Design Guidelines, within six (6) months of an Occupancy Permit being issued for the Residence on the Property;

all to the Vendor's satisfaction.

### 18.3 Inspection

The Vendor may inspect the Land at any time for the purpose of satisfying itself that the Residence as Constructed complies with all requirements of this Contract.

### 18.4 Breach

If the Purchaser breaches any provision of this **Special Condition 18**, the Purchaser agrees and acknowledges that the Vendor may, without prejudice and in addition to any other rights and remedies that the Vendor may have, but is not obliged to carry out any works or do anything to remedy the Purchaser's breach at the Purchaser's cost. The costs incurred by the Vendor is agreed by the Purchaser to be liquidated damages which the Purchaser must pay the Vendor on demand.

## 19. DESIGN GUIDELINES

### 19.1 Compliance

- (a) The Purchaser shall comply with the Design Guidelines and acknowledges receipt of a copy of them.
- (b) The Purchaser acknowledges that:
  - (i) the Design Guidelines are current as at the Day of Sale and are accurate for the Development;
  - (ii) the Vendor reserves the right to amend the Design Guidelines as reasonably necessary from time to time for the Development in its absolute discretion; and
  - (iii) If the Vendor amends the Design Guidelines in accordance with this **Special Condition 19.1(b)**, the Purchaser must comply with the amendments and must not Object, make any requisition, Claim, rescind or terminate this Contract or delay settlement or refuse to pay any part of the Price in respect of any such amendment.

### 19.2 Conflict

In the event of any inconsistency between the Design Guidelines and these Special Conditions, these Special Conditions will take priority.

## 20. FENCING

### 20.1 Fencing Requirements

- (a) Subject to **Special Condition 20.2**, the Purchaser must construct fencing along the side and rear title boundaries of the Property in accordance with the Design Guidelines and any restrictions or restrictive covenant referred to in **Special Conditions 19.1, 15.1 and 15.2** in accordance with the timing specified in **Special Condition 18.2(b)**.

### 20.2 Acknowledgements

The Purchaser acknowledges and agrees as follows:

- (a) the Purchaser must not serve any notices under the *Fences Act 1968* on the Vendor;

- (b) the Purchaser must not make any requisition, Objection or Claim against the Vendor with respect to fencing;
- (c) the Purchaser indemnifies the Vendor against any loss or damage incurred by the Vendor as a result of the Purchaser's breach of this **Special Condition 20** or as a result of any Claim being made against the Vendor for a contribution towards any boundary fencing (whether under the Fences Act 1968 (Vic) or otherwise); and
- (d) this **Special Condition 20.2** will not merge on settlement and will enure for the benefit of the Vendor.

## 21. TRANSFER AND COVENANT

### 21.1 Delivery of Transfer

If settlement and lodgement cannot be conducted electronically, the Purchaser must deliver the Transfer to the Developer's Legal Practitioner at least ten (10) days before the Settlement Date.

### 21.2 Failure to deliver

If the Purchaser breaches **Special Condition 21.1**:

- (a) the Vendor will not be obliged to settle until ten (10) days after the date on which the Purchaser delivers the Transfer to the Developer's Legal Practitioner; and
- (b) the Purchaser must, at settlement, pay interest under **Special Condition 24.3** from the Settlement Date.

## 22. SETTLEMENT

Pursuant to **Special Condition 1.3(h)**, the Purchaser must pay the Balance by 3.00 pm on the Settlement Date. If the Purchaser fails to pay the Balance by 3.00 pm on the Settlement Date or any later date on which the Purchaser tenders the Balance, then:

- (a) the Vendor may complete this Contract on the following Business Day; and
- (b) the Purchaser must pay to the Vendor:
  - (i) the costs of default contemplated under General Condition 32; and
  - (ii) interest at the Interest Rate on the Balance for the period from the Settlement Date until this Contract is completed.

## 23. OUTGOINGS

### 23.1 Statement of adjustments

The Developer's Legal Practitioner will prepare and provide to the Purchaser or the Purchaser's legal representative or conveyancer the statement of adjustments before settlement and after the Purchaser or the Purchaser's legal representative or conveyancer makes an appointment for settlement. This is an essential term of this Contract.

### 23.2 General Condition 23

- (a) General Condition 23 is to be read so that 'periodic outgoings' include Outgoings.
- (b) Where outgoings adjustable under General Condition 23 are calculated on an area greater than the Land, the Purchaser must pay the proportion which the area of the Land bears to the total area of land to which the outgoings relate.
- (c) The Vendor will comply with the proper requirements of the Commissioner of State Revenue and each rating authority in relation to returns and will pay any land tax and rates or charges assessed against the Vendor either before or after the due date for settlement within the time specified by the assessment notice when issued. If at settlement the Land is subject to any unassessed or unpaid land tax or municipal or other rates or charges that have not fallen due for payment:
  - (i) General Condition 23 is to be read so as not to require the Vendor at settlement to pay such outgoings;
  - (ii) such outgoings must be adjusted as if payment had been made; and

- (iii) the Purchaser may not Object in relation to the fact that such outgoings have not been paid at or before settlement.

### 23.3 Supplementary rates

If any supplementary or additional rates, fees, charges or outgoings are assessed, levied or charged against the Property after registration of the Plan of Subdivision, the Purchaser will be solely responsible to bear or pay the supplementary or additional amount.

### 23.4 Land tax

- (a) The Purchaser acknowledges that the State Revenue Office may group all the lots in the Plan of Subdivision and assess land tax against the Vendor in respect of the Property based upon the aggregate of the unimproved values of each lot in the Plan of Subdivision.
- (b) Notwithstanding that on a single holding basis no land tax may be assessable in relation to the Land, the Purchaser agrees that it will pay to the State Revenue Office or reimburse the Vendor for land tax on the Land calculated:
- (i) by using the proportional amount of land tax attributable to the Property shown in the Vendor's land tax assessment for the year during which settlement occurs (or where such assessment has not issued at the Settlement Date, the proportional amount of land tax attributed to the Property shown in a certificate issued in respect of the Property under Section 105 of the *Land Tax Act 2005*); or
- (ii) where such assessment or certificate is not available at settlement, by using the following formula:

$$A = \frac{L \times U}{T}$$

where:

- A = land tax payable by the Purchaser in respect of the Land;  
 L = land tax assessed in relation to all lots in the Plan of Subdivision of which the Vendor is the owner for the land tax assessment year in which settlement occurs;  
 U = lot liability of the Land; and  
 T = total lot liability of all lots in the Plan of Subdivision.

- (c) If after settlement a land tax assessment or certificate is found to be incorrect, the parties agree that an adjustment will be made between the parties within seven (7) days of the Vendor serving a written notice to the Purchaser demanding such adjustment. The parties agree that this **Special Condition 23.4(c)** does not merge on settlement.
- (d) If settlement was due to take place on or prior to 31 December in a calendar year and as a consequence of any delay in settlement caused or contributed to by the Purchaser the Property is registered in the name of the Vendor at midnight on 31 December following the Settlement Date, in addition to paying land tax from the date on which settlement was due under this Contract to 31 December of such year (in accordance with this **Special Condition 23.4**, the Purchaser must pay all of the Additional Tax Land for the calendar year in which settlement takes place on the following basis:
- (i) if prior to the date of actual settlement there is a land tax assessment notice issued for the year in which settlement occurs, land tax will be adjusted on the basis that the Purchaser pays all of the Additional Land Tax;
- (ii) if prior to the date of actual settlement if there is no land tax assessment notice issued for the year in which settlement occurs, the Purchaser must, in addition to the Balance payable to the Vendor under this Contract, pay to the Vendor the Extra Amount on account of the Additional Land Tax.
- (e) If Special Condition **23.4(c)(ii)** applies, then, the parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:
- (i) less than the Extra Amount, the Vendor must refund the difference to the Purchaser; or
- (ii) more than the Extra Amount, the Purchaser must pay the difference to the Vendor within seven (7) days of being served with a written demand for such payment.

### 23.5 Non-Issuance of Outgoings Assessment

Except for land tax (which is to be adjusted in accordance with **Special Condition 23.4**), if at settlement the assessment for any Outgoings has not been issued to or received by the Vendor:

- (a) the Vendor may make and estimate of those Outgoings (in the Vendor's sole discretion) and any adjustment must be made on the basis of that estimate; or
- (b) the Vendor may determine the basis for adjustment (which may include that there is no adjustment made),

in which case the parties must adjust or re-adjust those Outgoings (as the case may be) upon receipt of the assessment by the Vendor.

## 24. DEFAULT

### 24.1 Specific breaches

If:

- (a) the Purchaser breaches:
  - (i) **Special Condition 3.1(c)**;
  - (ii) **Special Condition 4.2**; or
  - (iii) General Conditions 15 or 16 (if applicable); or
- (b) an Insolvency Event occurs,

General Condition 34 will not apply, and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

### 24.2 If Vendor terminates

If the Vendor terminates this Contract under **Special Condition 24.1**, General Condition 35.4(a) will apply as if this Contract had been terminated by notice under General Condition 35.2.

### 24.3 Purchaser to pay interest

If the Purchaser fails to pay an amount due under this Contract, it must pay interest on that amount at the Interest Rate from the date on which the amount should have been paid until the date it is paid. The interest to be paid under this **Special Condition 24.3** must be paid on the date of actual settlement.

### 24.4 Time remains of the essence

The Purchaser's obligation to pay interest under **Special Condition 24.3** does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

### 24.5 Other rights unaffected

Nothing in this **Special Condition 24** limits the rights of the Vendor if the Purchaser defaults under this Contract.

## 25. STAMP DUTY

### 25.1 No stamp duty warranty

The Purchaser acknowledges and agrees that:

- (a) no representation or warranty has been made to the Purchaser as to the amount of stamp duty payable by the Purchaser in connection with the purchase of the Property; and
- (b) the Purchaser will not Object because of the amount of stamp duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.



## 25.2 Indemnity

The Purchaser is liable for and indemnifies the Vendor against any stamp duty that becomes payable in respect of a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

## 25.3 Purchasers buying unequal interests

If the Purchaser comprises more than one person or entity:

- (a) it is each Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property;
- (b) if the proportions recorded in the transfer of land document differ from those recorded in the Contract, it is each Purchaser's responsibility to pay any additional duty or charge which may be assessed as a result of the variation; and
- (c) each Purchaser jointly and severally indemnifies the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

## 26. FOREIGN ACQUISITIONS

### 26.1 FIRB Approval and Purchaser's Warranty

- (a) If the Purchaser requires FIRB Approval, the Purchaser must deliver to the Vendor a copy of the FIRB Approval within thirty (30) days of the Day of Sale (time being of the essence).
- (b) If the Purchaser does not deliver a copy of the FIRB Approval to the Vendor within thirty (30) days of the Day of Sale (time being of the essence), it hereby warrants to the Vendor that the purchase of the Property by it is not subject to or conditional on FIRB Approval.

### 26.2 If FIRB Approval not provided

If:

- (a) the Purchaser does not provide a copy of the FIRB Approval pursuant to **Special Condition 26.1(a)** and
- (b) FIRB Approval should have been obtained by the Purchaser,

the Purchaser is liable for and indemnifies the Vendor against all Claims which the Vendor suffers or incurs or is liable for as a result.

### 26.3 Exempt Purchaser

If the Purchaser is not a Foreign Person and seeks to nominate a Foreign Person as a substitute or additional Purchaser, it may only do so if:

- (a) the Vendor consents to the nomination (which consent the Vendor may give or refuse in its absolute discretion without being liable to the Purchaser);
- (b) the nomination does not contravene the conditions of the FIRB Approval;
- (c) the nominated Foreign Person complies with this **Special Condition 26**; and
- (d) the nomination is made in accordance with **Special Condition 5**.

## 27. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

### 27.1 Definitions

Words defined or used in Subdivision 14-D of Schedule 1 to the Tax Act have the same meaning this **Special Condition 27**, unless the context requires otherwise.

## 27.2 Clearance Certificate

If:

- (a) Subdivision 14-D of Schedule 1 to the Tax Act applies to this Contract; and
- (b) on or before settlement of this Contract, the Vendor gives to the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the Tax Act;

the Purchaser must not withhold any money payable by the Purchaser under this Contract for the purpose of subdivision 14-D of Schedule 1 to the Tax Act.

## 28. GST AND GST WITHHOLDING

### 28.1 GST

- (a) This **Special Condition 28** is supplemental to, and does not in any way limit, the operation of General Condition 19.
- (b) Terms used in this **Special Condition 28** which are defined in the GST Act have the meaning given to them in the GST Act.
- (c) The Purchaser indemnifies the Vendor against any liability for GST (and any penalties, interest or other loss relating to the liability for GST) if the Vendor considers, or the Commissioner of Taxation determines, at any time that any supply by the Vendor under this Contract is a taxable supply. This indemnity is a continuing obligation and will not merge on settlement.
- (d) If the Vendor requires payment of GST under this **Special Condition 28**, the Purchaser will pay to the Vendor or the ATO (if **Special Condition 28.2** and General Condition 25 apply) the amount of the GST specified by the Vendor upon delivery by the Vendor of a valid tax invoice (whether or not the Vendor has received any assessment for GST) in the same manner as the value for the supply is otherwise payable and delivery of such a tax invoice is conclusive evidence of the Purchaser's liability under this **Special Condition 28**.
- (e) This **Special Condition 28** does not merge on settlement or registration of the Transfer.

### 28.2 GST Withholding

The Purchaser indemnifies the Vendor and will keep the Vendor indemnified, against all expenses, losses, damages, costs and penalties (on a solicitor and own client basis) that the Vendor may suffer as a result of the Purchaser failing to remit the GST to the ATO as required in General Condition 25.

## 29. VENDOR'S RIGHTS

### 29.1 Vendor may conduct activities

The Purchaser acknowledges that both before and after the date of actual settlement, the Vendor, the Vendor's Associates and Developer's Associates may:

- (a) conduct selling activities from the Site;
- (b) place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
- (c) place and maintain on and about the Site an office, suite or facility or both for representatives of the Vendor and their representatives.

### 29.2 No Objection

The Purchaser may not Object because of anything contemplated by **Special Conditions 29.1**.

### 30. DEALINGS

#### 30.1 Resale of Property

Subject to any rights of the Purchaser to nominate under this Contract, or unless otherwise agreed by the Vendor, the Purchaser must not sell, transfer, assign, encumber, deal or otherwise dispose of or enter into a contract of sale to sell (other than a mortgage to finance the purchase of the Property under this Contract) the whole or any part of its interest in the Property or this Contract until after the Settlement Date.

#### 30.2 Sale of Property after Settlement Date

- (a) After Settlement, and until the Purchaser completes the Construction of the Residence on the Land in accordance with **Special Condition 18**, the Purchaser must not sell, transfer, assign, encumber, deal or otherwise dispose of the whole or any part of its interest in the Property unless it ensures that the contract of sale to sell the Property contains obligations on the subsequent purchaser to satisfy the Purchaser's continuing obligations pursuant to **Special Conditions 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23.4, 29, and 30**.
- (b) The Purchaser indemnifies the Vendor against any loss arising out of a breach of this **Special Condition 30.2**.

#### 30.3 For Sale Signs

The Purchaser must not erect a "For Sale" sign, or any other advertising sign, at any time before the Purchaser completes the Construction of the Residence on the Land in accordance with **Special Condition 18**, unless the Purchaser obtains the Vendor's prior written consent.

#### 30.4 Dealings by the Vendor

- (a) The Purchaser acknowledges and agrees that the Vendor may assign its rights under this Contract to a third party.
- (b) The Vendor will notify the Purchaser if it assigns its rights under this Contract pursuant to **Special Condition 30.4(a)**.
- (c) The Purchaser agrees not to Object if the Vendor assigns its rights under this Contract.

#### 30.5 Mortgages and charges

The Vendor may grant mortgages or charges over the Site or the Land at any time up until settlement.

### 31. NOTICES

#### 31.1 Service

All communications between the parties about this Contract must be delivered by hand or sent by post or facsimile or electronic mail to the address of the addressee as set out in this Contract or to the other address as the addressee may from time to time have notified for the purposes of this **Special Condition 31**.

#### 31.2 Date of service

Communications are taken to have been received;

- (a) if delivered by hand, on the day of delivery;
- (b) if sent by post, five Business Days after posting, exclusive of the day of posting;
- (c) if sent by facsimile, at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 am on the next Business Day; and
- (d) if sent by electronic mail, at the time of receipt as provided in Section 13A of the Electronic Transactions (Victoria) Act 2000.

### 31.3 Proof of service

In proving service:

- (a) by delivery by hand, it is necessary only to produce a receipt for the communication signed by or on behalf of the addressee;
- (b) by post, it is necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this **Special Condition 31**;
- (c) by facsimile, it is necessary only to produce the sender's copy bearing the addressee's answerback; and
- (d) by electronic mail, it is necessary only to produce an acknowledgement or receipt that the communication has been received by the recipient's information system.

## 32. MISCELLANEOUS

### 32.1 Severance

Any part of this Contract that is:

- (a) unenforceable or illegal; or
- (b) which purports to waive any right of a person under the Sale of Land Act,

is severed from this Contract and does not affect the enforceability of the remaining provisions of this Contract. This **Special Condition 32.1** has precedence over all other provisions of this Contract.

### 32.2 Entire agreement

To the extent permitted by law, this Contract constitutes the entire agreement between the parties in relation to the subject matter of this Contract and supersedes all previous negotiations and agreements in relation to the transaction.

### 32.3 No merger

Unless otherwise expressly provided, no provision of this Contract merges on or by virtue of settlement including any indemnity which survives termination, settlement or expiration of this Contract.

### 32.4 Waiver

- (a) A right may only be waived in writing, signed by the party giving the waiver.
- (b) No other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (c) A waiver of a right on one or more occasion does not operate as a waiver of that right if it arises again.

### 32.5 Amendment

This Contract may only be varied in writing, signed by the parties.

### 32.6 Time of the essence

Time shall remain the essence of this Contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

### 32.7 Indemnity

- (a) The Purchaser is liable for and indemnifies at all times the Vendor against all costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's:
  - (i) breach of any warranty under this Contract; and
  - (ii) failure to comply with this Contract including liability incurred under another contract of sale.

- (b) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives termination, settlement or expiration of this Contract.
- (c) It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

### 32.8 Counterparts

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one document.

### 32.9 Digital/Electronic Signature

- (a) In this **Special Condition 32.9**, DocuSign means the secure electronic technology system operated by DocuSign Inc.
- (b) The parties acknowledge and agree that prior to the signing of this Contract, all parties consented to this document being electronically signed using DocuSign.
- (c) The parties agree to be bound by copies of this Contract which have been electronically signed using DocuSign in accordance with this **Special Condition 32.9**.
- (d) The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions (Victoria) Act 2000*, in relation to the execution of this Contract. may be executed in any number of counterparts and all counterparts taken together will constitute one document.

### 32.10 Unfair contract terms

- (a) The parties agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law set out under Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (b) The Purchaser acknowledges that before signing this Contract it has received, or has had the opportunity to receive, independent advice considered relevant by the Purchaser, including legal advice, and it has negotiated, or has had the opportunity to negotiate, the terms of this Contract.
- (c) The Purchaser acknowledges that it is aware of the risks the Vendor undertakes in relation to the Development, and in view of these risks, agrees that the terms of this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

### 32.11 Electronic delivery

If a party delivers a Relevant Document by facsimile or other electronic means:

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not effect the validity or effectiveness of the Relevant Document.

### 32.12 Rule of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

### 32.13 Further acts

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things required by the Vendor to give effect to this Contract.

---

# Annexure A - Guarantee and Indemnity

## Details

---

<b>Date of this Deed</b>	
<b>Vendor</b>	The Vendor named in the <b>Reference Schedule</b>
<b>Purchaser</b>	The Purchaser named in the <b>Reference Schedule</b>
<b>Guarantor</b>	The Guarantor named in the <b>Reference Schedule</b>
<b>Recitals</b>	<p><b>A.</b> At the request of the Guarantor, the Vendor has agreed to enter into the Contract.</p> <p><b>B.</b> Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Deed.</p>

## Operative terms

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Reference schedule

Capitalised words in this guarantee and indemnity that appear in the reference schedule have the meaning given to them in the reference schedule.

#### 1.2 Defined terms

In this guarantee and indemnity:

- (a) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made; and
- (b) **Notice** means a notice or other communication connected with this guarantee and indemnity.

#### 1.3 Interpretation

In this guarantee and indemnity:

- (a) reference to:
  - (i) one gender includes the other genders;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate; and
  - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
- (b) "including" and similar expressions are not words of limitation;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) headings are for convenience of reference only and do not form part of this guarantee and indemnity or affect its interpretation;

- (e) this guarantee and indemnity or a provision of this guarantee and indemnity must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this guarantee and indemnity or the inclusion of the provision in this guarantee and indemnity; and
- (f) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## 2. CONSIDERATION

The Guarantor has requested the Vendor to enter the Contract with the Purchaser and the Vendor does so in consideration of this guarantee and indemnity.

## 3. CONTRACT

The Guarantor acknowledges that it has been given a copy of the Contract and has had full opportunity to consider its provisions before entering this guarantee and indemnity.

## 4. GUARANTEE

### 4.1 Prompt performance

The Guarantor guarantees to the Vendor prompt performance of all the obligations of the Purchaser contained or implied in the Contract.

### 4.2 Payment

If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

## 5. INDEMNITY

### 5.1 Loss or damage

The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

- (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
- (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
- (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

### 5.2 Principal and separate obligation

The indemnity in **Clause 1**:

- (a) is in addition to and separate from the guarantee in **Clause 4**; and
- (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

### 5.3 Demand

The Guarantor must pay the Vendor the amount owing under the indemnity in **Clause 1** on demand by the Vendor.

## 6. CONTINUING SECURITY

This guarantee and indemnity is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.

## 7. MATTERS NOT AFFECTING GUARANTOR'S LIABILITY

The Guarantor's liability under **Clauses 4** and **5** is not affected by:

- (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;

- (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
- (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
- (d) a variation, novation, renewal or assignment of the Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this guarantee and indemnity;
- (e) the termination of the Contract;
- (f) the fact that this guarantee and indemnity or the Contract is wholly or partially void, voidable or unenforceable;
- (g) the non-execution of this guarantee and indemnity by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
- (h) the exercise or purported exercise by the Vendor of its rights under this guarantee and indemnity or the Contract;
- (i) a problem that means:
  - (i) the Vendor has no legal right to recover any money from the Purchaser;
  - (ii) the Purchaser does not owe any money that otherwise would be payable under Contract;
  - (iii) the Vendor knew of the problem, or should have known; or
  - (iv) the Purchaser could never have been required to pay the Vendor the money referred to in **Clause 1**; or
- (j) the nomination by the Purchaser of a nominee or substitute purchaser under the Contract.

**8. PAYMENT LATER AVOIDED**

The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

**9. INDEMNITY ON DISCLAIMER**

If a liquidator or trustee in bankruptcy disclaims the Contract or this guarantee and indemnity, the Guarantor is liable for and indemnifies the Vendor against all resulting loss.

**10. GUARANTOR NOT TO PROVE IN LIQUIDATION OR BANKRUPTCY**

Until the Vendor has received all money payable to it by the Purchaser:

- (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
- (a) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

**11. GUARANTOR NOT TO CLAIM BENEFITS OR ENFORCE RIGHTS**

Until the Guarantor's liability under this guarantee and indemnity is discharged the Guarantor may not, without the consent of the Vendor:

- (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
- (a) make a Claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
- (b) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity.



## 12. COSTS AND EXPENSES

### 12.1 Reimbursement on demand

The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (a) its costs, charges and expenses of making, enforcing and doing anything in connection with this guarantee and indemnity, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (b) all taxes (except income tax) which are payable in connection with this guarantee and indemnity or any payment, receipt or other transaction contemplated by it.

### 12.2 Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this **Clause 12** and then against other obligations under this guarantee and indemnity.

## 13. CONTINUATION ON ASSIGNMENT

If the Vendor assigns its rights under this guarantee and indemnity, the benefit of the guarantee and indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

## 14. GENERAL

### 14.1 Joint and several

- (a) If a party consists of more than one person this guarantee and indemnity binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A party (other than the Vendor) which is a trustee is bound both personally and in its capacity as a trustee.

### 14.2 Notices

- (a) A Notice has no legal effect unless it is in writing.
- (b) In addition to any other method of service provided by law, a Notice may be:
  - (i) sent by prepaid post to; or
  - (ii) delivered at,the address of the addressee set out in this guarantee and indemnity or as subsequently notified in writing.
- (c) If a Notice is sent or delivered in a manner provided by **Clause 14.2(b)**, it must be treated as given to and received by the party to which it is addressed:
  - (i) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
  - (ii) if otherwise delivered before 4.00 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (d) Any Notice by a party may be given and may be signed by its solicitor.

### 14.3 Governing law and jurisdiction

- (a) The law of Victoria governs this guarantee and indemnity.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

#### 14.4 **Severability**

If anything in this guarantee and indemnity is unenforceable, illegal or void then it is severed and the rest of this guarantee and indemnity remains in full force.

#### 14.5 **Entire Agreement**

This guarantee and indemnity and the documents referred to in it are the entire agreement between the parties and supersede and discharge all previous negotiations and agreements.

#### 14.6 **Waiver and variation**

A provision of or a right created under this guarantee and indemnity cannot be:

- (a) waived except in writing signed by the party granting the waiver; or
  - (b) varied except in writing signed by or on behalf of the parties.
-

# Reference Schedule

<b>Vendor</b>				
Name: <u>Tan Buu Nguyen and Thi Thanh Van Dao</u>				
Address: .....				
Email: .....				
Tel: .....		Mob: .....		Ref: .....
<b>Purchaser</b>				
Name: .....				
Address: .....				
Email: .....				
Tel: .....		Mob: .....		Ref: .....
<b>Guarantor</b>				
Name: .....				
Address: .....				
Email: .....				
Tel: .....		Mob: .....		Ref: .....
Name: .....				
Address: .....				
Email: .....				
Tel: .....		Mob: .....		Ref: .....
<b>Contract</b>				
The contract for the sale and purchase of Lot    on proposed plan of subdivision no.838801R, 1384-1424 Taylors Road, Bonnie Brook, Victoria between the Vendor and Purchaser dated .....				

# Executed as a deed

<b>SIGNED</b> by the said Guarantor		in the )	
presence of		)	
.....		.....	
Signature of Witness		Signature of Guarantor	
.....		.....	
Name of Witness		Name of Guarantor	

<b>SIGNED</b> by the said Guarantor		in the )	
presence of		)	
.....		.....	
Signature of Witness		Signature of Guarantor	
.....		.....	
Name of Witness		Name of Guarantor	

# Annexure B - Design Guidelines



# MAJESTY

HOUSING DESIGN  
GUIDELINES

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# 1. INTRODUCTION

## 1.1 Purpose of the Housing Design Guidelines

The Majesty Housing Design Guidelines (Design Guidelines) have been developed with the aim of achieving and maintaining a high quality of housing and landscaping within the estate. They will help protect your personal investment in this exciting new community.

The requirements of the Design Guidelines are intended to provide you with guidance as you consider the design of your new home and garden. They outline details about timing and ongoing use of your property. Meeting the requirements will ensure the overall quality and amenity of the development for you and your neighbours and will ensure that you are in compliance with the restrictive covenant on each property title which requires adherence to these Design Guidelines.

## 1.2 Submission Requirements

Any proposed development within the Majesty community must first be approved by the Majesty Design Review Panel (Review Panel). It is mandatory that all relevant plans and drawings are submitted to the Review Panel for approval. Formal approval can be obtained by forwarding a completed Majesty Design and Siting Application form (Appendix B) along with legible, digital copies of all relevant documentation to:

[reviewpanel@majestyliving.com.au](mailto:reviewpanel@majestyliving.com.au)

Please include 'MAJESTY' and your Lot Number in the subject line.

The application must include the following information:

- Site Plan (min. scale 1:200) indicating setback dimensions for all buildings, total footprint and floor areas, vehicle crossover, driveway and building envelope.
- Floor Plans (min. scale 1:100) showing key dimensions, window positions and roof plan.
- Elevation Plans indicating building heights, roof pitch, eaves depth, schedule of all external finishes and colours and external building equipment (e.g. garden sheds, pergolas, BBQ areas).
- Fence Design Drawings showing location, height, materials and colour.
- Schedule of External Colours and Materials
- Landscape Plan with design and detail including:
  - Details of front fencing and letterboxes.
  - Percentage of impermeable hard surfaces including driveways and paths.
  - Percentage of softscape area.
  - Percentage of softscape area that is garden beds.



## 1.3 Approval Process

Upon receipt of a fully completed application, including all required documentation, the Review Panel will work to assess your proposal in a timely manner. Initial assessments will generally be completed within 15 business days of receipt of a completed application.

Applicants will be provided with either a notice of approval or an indication from the panel as to how the proposed design conflicts with the requirements of the Design Guidelines. The Review Panel may also provide clarification as to how minor deviations from the Design Guidelines can be corrected within the proposed design.

The guidelines are provided to give direction during the design process for each dwelling. Following the guidelines will provide the best chance of approval without any delays. The Review Panel will consider each application based on the comprehensive design outcome presented and may approve dwelling designs that vary from the guidelines where it considers it appropriate. All assessments are at the discretion of the Review Panel and all decisions of the Review Panel are final.

Once approval has been granted, it is the responsibility of the applicant to obtain the relevant building permits.

1

### Contact Review Panel

for information on approvals for neighbouring lots. If you require information on neighbouring lots, please email [reviewpanel@majestyliving.com.au](mailto:reviewpanel@majestyliving.com.au)

2

### Prepare Design Plans

Consider the Majesty Housing Design Guidelines and Clause 54 of the Melton Planning Scheme (ResCode)

3

### Submit Digital Design Plans

Refer to the checklist and application form in Appendix B and submit by email

4

### Review Panel

generally provides a response in 15 business days

- a. Notice of Approval with stamped plans
- b. Required amendments for Approval
- c. Refusal of Design – with reasons

5

### Planning Permit

(if required)

6

### Apply for Building Permit

Provide Notice of Approval and stamped plans to building surveyor

7

### Construction

8

### Certificate of Occupancy



## 1.4 Timing Requirements

Please note the following requirements regarding timing of works:

- You should be seeking approval of your dwelling plans from the Review Panel within the first nine months of the title being issued for your lot.
- Allow a minimum of 10 weeks from the date of your initial application to the date you receive approval from the Panel.
- Construction of your new home should be completed within 12 months of approval from the Review Panel. Receipt of an occupancy permit is considered as date of completion.
- Driveways must be fully constructed prior to occupancy of the dwelling.
- Fencing must be constructed within 30 days of receipt of your Certificate of Occupancy.
- Front gardens including all landscaping visible from the street must be completed within 6 months of receipt of your Certificate of Occupancy.

Extensions to the above requirements may be granted on a case by case basis.



## 2. LOT SITING AND ORIENTATION

These Design Guidelines are intended for single dwellings on a lot. In general, individual dwellings should be oriented on lots to gain maximum advantage of the natural characteristics of each site. For example, elements such as solar orientation, prevailing breezes, interface with street fronts, open space, landscaping and the character of nearby dwellings should all be considered in the creation of your design.

The following guidelines apply to all standard lots throughout Majesty.

Please note the following:

1. Some unique lots have specific guidelines or variations that are outlined in Section 8 of this document.
2. Refer to Appendix A – Reference Plans 1 and 2 which identify lot types, easements and crossover locations
3. For lots less than 300m<sup>2</sup>, the requirements of the Small Lot Housing Code take precedence over the Design Guidelines. The Review Panel will not assess applications against the Small Lot Housing Code.

### 2.1 Front Setbacks

- All dwellings must be set back at least 4m from the front boundary.
- Porches, pergolas and verandas of less than 3.5m in height above the natural ground level may encroach into the front setback up to 1.5m.
- Garages are to be set back a minimum of 5.4m from the front boundary.
- Eaves, facias, gutters, chimneys, flue pipes must not encroach more than 0.65m into the front.

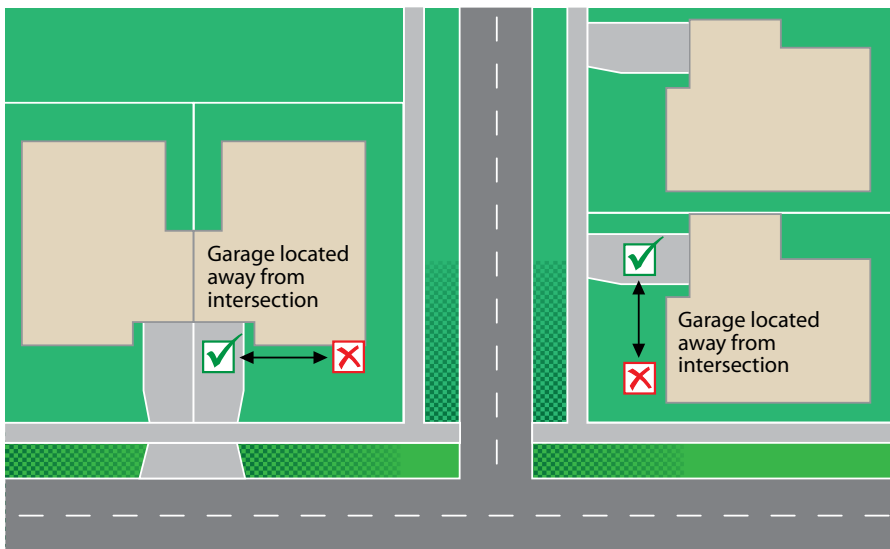
### 2.2 Side Setbacks

- Dwellings should be set back at least 1m from one side boundary.
- Dwellings on lots with a street frontage of 20m or greater should have a side setback of at least 1m from both side boundaries. This includes the side setback to the garage.

## 2.3 Corner Lot Setbacks and Side Garages

- The side of a dwelling is to be set back a minimum of 2m from the secondary street frontage.
- On corner lots, garages must be located away from intersections and along boundaries with the adjoining property.
- Where a garage access is provided from the secondary street frontage, it must be set back a minimum of 2m from the secondary street frontage.
- Easements running along the rear of the lot cannot be built over, and the garage may have to be set back from the rear boundary to accommodate the easement. Garages must be located adjacent to the secondary street frontage.

**Figure 1. Garages on Corner Lots**



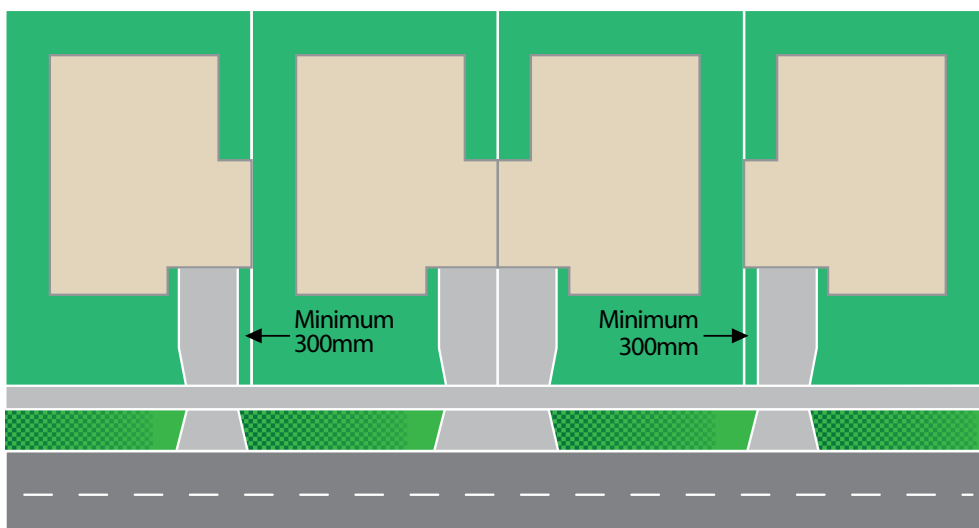
## 2.4 Entraceways

- Entraceways must include features such as a porch, portico, or balcony that clearly identify the primary entrance to the house. Entrance features must comprise a minimum total area of 2m<sup>2</sup>.
- Entraceways must be unobstructed and clearly visible from the street frontage.

## 2.5 Driveways

- No more than one driveway or crossover is permitted per dwelling.
- Driveways must be constructed of suitable materials such as concrete, exposed aggregate, clay brick pavers or other material approved by the Review Panel. Uncoloured, plain concrete driveways are not permitted.
- Entranceways to driveways must match the exact width of the crossover but may narrow or widen thereafter to match the alignment and width of a garage or car port.
- Driveways should be no greater than 3m wide at the point where a driveway meets the crossover.
- To ensure space for landscaping, driveways should not be wider than the total width of the garage or carport.
- Once locations of crossovers and driveways have been determined, relocation of crossovers is strongly discouraged. Permission to relocate crossovers can only be obtained via application through the relevant authorities and in compliance with all council requirements.

**Figure 2. Side Boundaries and Double Crossovers**



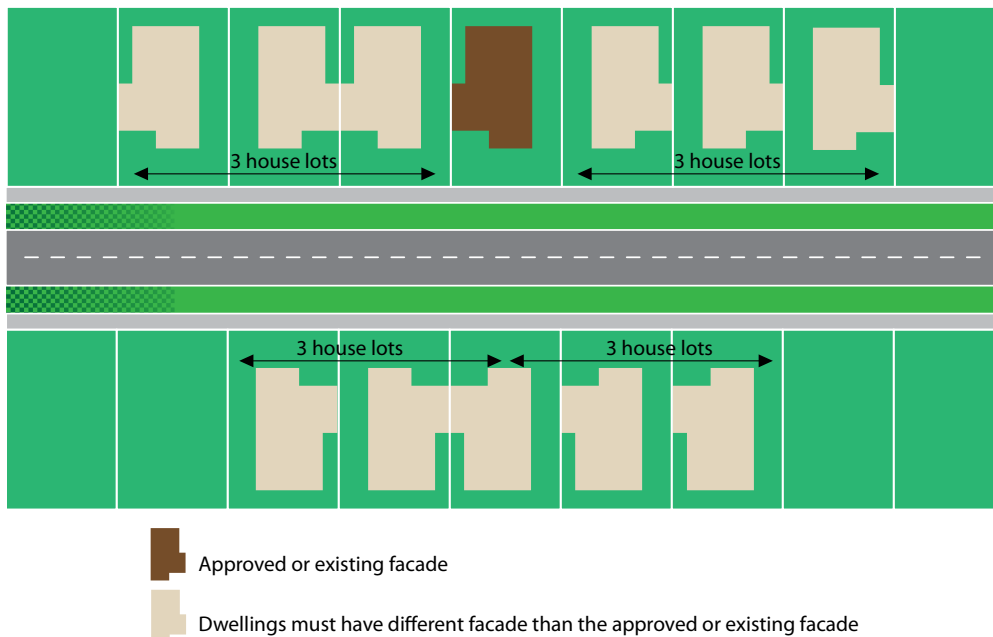


## 3. DESIGN AND ARCHITECTURAL CHARACTER

### 3.1 Diversity of Housing Design and Streetscapes

Facades must not be identical and/or indistinguishable within 3 residential lots along either side of the street. Integrated housing developments, such as a row of townhouses, may be exempt from this requirement.

**Figure 3. Diversity of Facade Designs**



### 3.2 Garages

Garages are an important component of dwelling design and function. They provide car parking spaces required by the Melton Planning Scheme and provide additional storage opportunity for outdoor equipment and tools. While important, garages should not form the dominant element of any streetscape and should form an attractive part of any dwelling. As such, the following guidelines apply to garage design.

- All lots should incorporate a fully enclosed garage with at least one car space.
- Garages should be set back from the front facade.
- Typically, carports and open sided garages are not allowed. This will only be considered where an exceptional level of dwelling design has incorporated this as a design feature. Adequate storage will be required in other locations.
- Construction of garages must be completed in full during the initial construction of the dwelling.
- Garages accessed from the primary street frontage of a lot should be integrated into the overall form of the dwelling.
- Garages that are accessed from a secondary street frontage may be detached from the dwelling.
- Detached garages must match or compliment the dwelling design through use of materials, colours and finishes.
- Roller doors are not permitted if they are visible from the public realm.
- Proposals that incorporate triple garages are strongly discouraged. Triple garages will only be considered on lots with primary frontages 18m and above, or on corner lots with primary frontages 20m and above. In addition to the other requirements in this section, the third car space must have a dedicated door and the wall that contains the third door must be set back at least 500mm from the other front wall of the garage.

### Single Storey Homes

- Where a frontage is less than 12.5m, double garages are not permitted. A single garage is required with a maximum garage door width of 2.6m.
- Where a frontage is 12.5m or greater, the garage door opening must not exceed 40% of the lot width.

### Double Storey Homes

- Where a frontage is greater than 8.5m and less than 10.5m, a single garage is required with a maximum garage door width of 2.6m. Double garages are not permitted.
- Where a frontage is 10.5m to 12.5m, a double garage is permitted with a maximum door width of 4.8m. In this scenario, a minimum of 70% of the upper floor area directly above the garage should be a habitable room with windows providing views to the street.
- Where a frontage is greater than 12.5m, garages that exceed 40% of the width of the lot frontage are strongly discouraged. They will only be considered where the Review Panel considers that the overall facade design will make a positive contribution to the streetscape.

## 3.3 Facades

Facades are the most visually prominent feature of a dwelling and play an important role in defining the character of the streetscape. The following design guidelines apply to dwelling facades:

- Facades must present to the street and not internal to the lot.
- Front entries should be clearly visible from the street and should include protruding elements such as a verandah to reinforce the dwellings sense of address.
- Habitable rooms should be located on the primary facade to provide a clear view to the primary street.
- Articulate building facades along both primary and secondary frontages through the use of openings, balconies, variation of materials, recessed and projected elements on ground and upper floor. This will reduce the overall mass of buildings.
- Guttering, downpipes, etc. should be colour coordinated to match the external colour scheme of the dwelling.
- Roller shutters are not permitted where they face the primary or secondary street.



### 3.4 Building Materials

Building materials play a crucial role in creating a vibrant and visually pleasing neighbourhood character. Careful consideration should be given to the choice of building materials for your new home which are visible from the public realm. Building materials must be durable and high quality to minimise the need for future maintenance and repairs.

- Dwelling facades should incorporate multiple materials and colours. No more than 75% of any façade should consist of the same material or colour. This excludes windows and openings.
- External walls of dwellings should be constructed of either:
  - High quality brickwork.
  - Bagged or rendered brickwork.
  - Painted or coloured concrete block.
  - Weatherboards with painted, rendered or similarly textured finish.
  - Composite cladding with painted, rendered or similarly textured finish.
  - Cement sheeting with painted, rendered or similarly textured finish.
  - High quality stone.
  - Metal cladding.
  - Any other high-quality material as part of a considered design response.
- When selecting external colour schemes, consideration should be given to the colour schemes of surrounding dwellings. Neutral tones and colours that blend well with the surrounding environment should be used. While bright and vibrant colours may be used as small features, they should not dominate the colour scheme of facades.
- Where the dwelling incorporates a masonry facade, the window and door lintels and surrounds must be finished in the same masonry and avoid the use of light-weight in-fill panels. This applies to all sides of the building facade.

### 3.5 Roofs

A wide array of roof shapes and types are encouraged. Articulated roof shapes which include elements such as hips, gables, dormer windows, verandas, and/or balconies are preferred. Curved or skillion roofs are also acceptable.

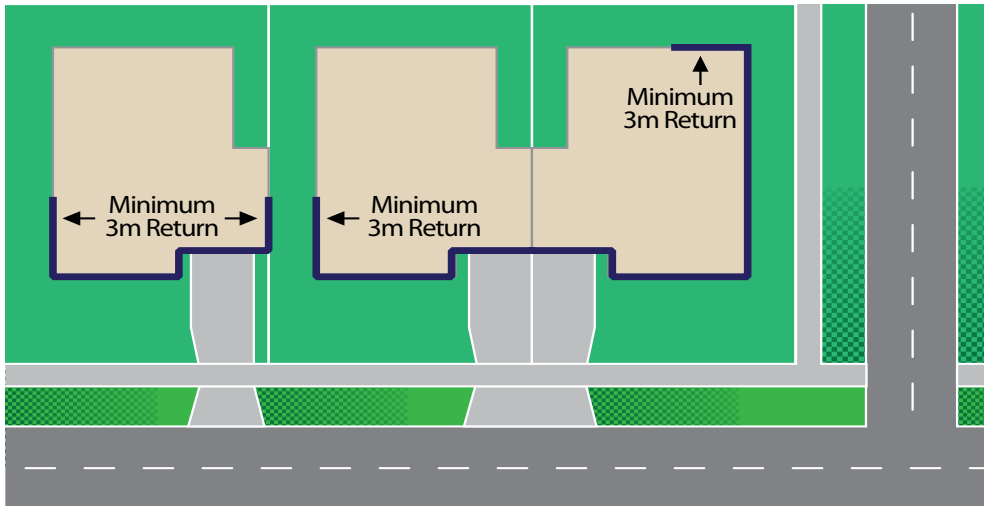
- If a dwelling incorporates a pitched/gabled/hipped roof, the roof pitch must be a minimum of 22 degrees.
- If a dwelling incorporates a skillion roof, the roof pitch must be 10 degrees.
- Skillion roofs should not be angled towards the primary street.
- Roofs should be constructed of materials which complement the style of the dwelling.
- Low reflective roofing materials should be used. The following materials are acceptable:
  - Matt finished, powder coated, metal roofing.
  - Shingle style, low profile, matt finished concrete or terracotta tiles.
  - Slate tiles.
- Only neutral colours and/or muted tones should be used.



### 3.6 Eaves

- Eaves should be a minimum width of 450mm.
- Two-storey houses should include eaves along the entire perimeter of the second level.
- Eaves are not required for walls constructed on side boundaries.
- Where eaves are included as a feature element of front facades, they must return at a minimum of 3m around side elevations. On corner lots, eaves used as an element of front facades must return the length of the secondary frontage. This is illustrated below.

**Figure 4. Returning Eaves**



### 3.7 Corner Features

Careful attention must be given to corner lots as these locations have a significant impact on the character of neighbourhoods. They occupy a prominent position in the streetscape and form a gateway to adjoining streets. It is important that corner lots address both their primary (narrower) and secondary (wider) street frontages.

Dwellings located on corner lots must utilise appropriate features and materials to create an attractive interface with both street frontages. The Review Panel will assess corner facade features on a case-by-case basis.

- Blank walls along secondary frontages and/or blank walls forward of a corner return fence will not be approved.
- Corner dwellings must include a habitable room window with a clear view to secondary streetscapes.
- In general, any three of the following facade features will be acceptable if repeated along the secondary facade:
  - o Window or windows of the same height.
  - o Highlight materials or finishes on a front facade that continue for a minimum of 3m along the secondary facade.
  - o Front facade eaves that return for the full length of the secondary facade.
  - o Features of a front entranceway that are repeated along the secondary facade.



## 4. FENCING

Fencing plays a key role in shaping the character and visual appeal of an estate. It is important that consideration is given to the issues outlined below.

### 4.1 Front Fencing

Front fencing guidelines apply to all fences in front of the dwelling setback. All front fencing must conform to the following:

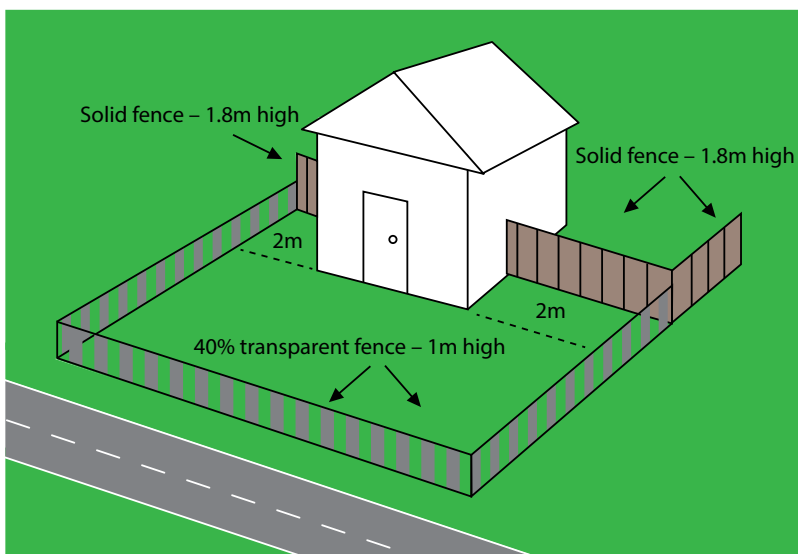
- Must not exceed 1 m in height.
- Must provide a minimum of 50% transparency.
- Front fences should not be constructed on the top of retaining walls.
- Internal and wing-wall fencing must be set back a minimum 2m from the front building facade.
- Low masonry walls not exceeding 1 m height which complement the facade of the building may be permitted.
- Side boundary fencing within the front setback should:
  - continue for a minimum of 2m past the front setback of the dwelling.
  - use the same materials and transparency as the front fence.
  - not exceed 1 m in height.

### 4.2 Side and Rear Fencing

Fencing on side and rear boundaries should meet the following requirements:

- be limited to 1.8m in height from ground level.
- side fencing must terminate at least 2m behind the front setback.
- should be constructed of Colorbond or timber paling.
- timber paling fences should have 2.4m wide intervals of square posts with pointed cap.

**Figure 5. Fencing**





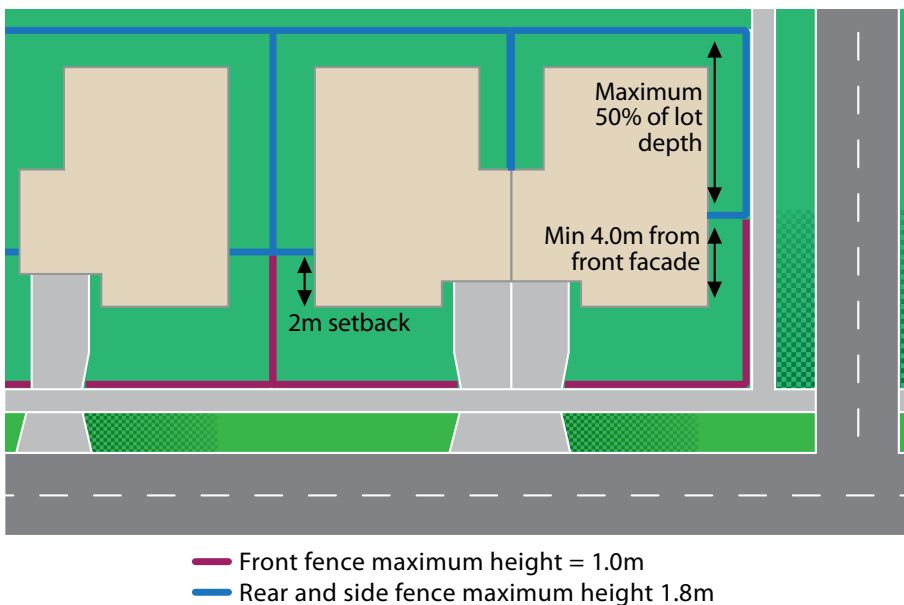
### 4.3 Fencing on Corner Lots

Fencing on corner lots should be designed to enhance the appearance of dwellings and promote an active interface with both street frontages. Fencing should ensure passive surveillance along both streets can be achieved.

Fencing on corner lots must adhere to the following:

- Wing fencing and secondary street frontage fencing is to be set back a minimum of 4m from the dwelling's front facade leaving feature windows exposed in order to facilitate passive surveillance
- Front fencing that returns around the side of a corner lot should extend at least 4m past the front setback.
- Solid, non-transparent side fencing may not continue for more than 50% of the lot length when measured from the rear boundary of the lot. Additional fencing greater than 50% should be considered front fencing and adopt the appropriate design criteria.
- Fences within 9m of an intersection must not exceed 1m without the consent of the municipal building surveyor.

**Figure 6. Fencing on Corner Lots**





## 5. LANDSCAPING AND MAINTENANCE

A landscape plan must be provided for each lot and be consistent with the following guidelines:

### Front Gardens

- Should have no more than 40% impermeable hard surface materials including the driveway and front path.
- Should have at least 60% softscape area consisting of turf, garden beds and permeable surface materials including decorative stone aggregate or pebbles.
- At least 30% of the softscape area should consist of planted garden bed.
- Should be planted with a minimum of one canopy tree per standard residential lot frontage combined with lower scale planting. The canopy tree should have a minimum planted height of 2m and a minimum mature height of 4m.
- Letterboxes must be constructed of materials and in a colour and style which match the dwelling and include the house number. Powder coated steel post letterboxes will not be permitted.

### All Gardens

- All plants are to be selected from the plant species list derived from Council's Landscape Design Guidelines.
- Avoid the use of invasive weed species.
- Drought tolerant plantings should be selected where appropriate.
- A minimum depth of 200mm of suitable topsoil is to be installed to all garden bed areas.
- Garden bed areas are to include an 80mm depth of mulch to retain moisture within the soil and suppress weed growth.
- Planting and landscaping should be designed to minimise the need for watering.
- Grass lawn (pre-grown turf) must be a warm season turf variety. The lawn should be maintained and regularly edged to present neatly.
- Grass is to be installed on a minimum 100mm depth of suitable topsoil.

### Ongoing Maintenance

- Property owners are fully responsible for establishing and maintaining grass planting on nature strips.
- Any garden area that is visible from the public realm must be fully landscaped within 6 months of issuance of a Certificate of Occupancy. These areas must be maintained into the future to the satisfaction of Melton Council.





## 6. ENVIRONMENTALLY SUSTAINABLE DESIGN

Homes in Majesty should be developed with a focus on reducing energy, waste and water needs and usage for homeowners. The following energy efficiency, building orientation and solar access requirements should be considered in your design.

### 6.1 Energy Efficiency & Lighting

- All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the relevant rating tools such as Green Star (GBCA), NABERS and AccuRate.
- It is encouraged that all internal light fittings such as down lights, pendants, wall mounts etc. allow for compact fluorescents or LEDs.
- External light fittings must not result in excessive light spill.

### 6.2 Passive Design

- Locate living spaces to the north of the dwelling to facilitate solar access in winter months.
- Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc. to prevent summer solar heat gain.
- Where possible, locate private open space on the north side of the allotment. Private open space should not be located along the primary street frontage.
- If possible, the layout of your dwelling should include zones that can be heated and cooled independently.

### 6.3 Water Efficiency

- All dwellings on lots over 300m<sup>2</sup> to be connected to a minimum 2000L rainwater tank.



## 7. ANCILLARY ITEMS

### 7.1 Outbuildings

Outbuildings and sheds may only be located at the rear of the lot and should not:

- be visible from the public realm.
- be higher than 3.6m at the ridgeline as measure from the natural ground level.
- have perimeter walls exceeding 2.4m, excluding the gable infill.

### 7.2 Screening

Any of the following items must be located so that they are not readily visible from the public realm:

- Air conditioning units, including conventional or evaporative
- Heating systems
- Satellite dishes
- Clothes lines
- External plumbing
- Antennae
- Rubbish bins
- Water tanks
- Meter boxes and gas meters
- Swimming pools or spas and associated pumps, filtrations systems, and/or outbuildings.

North facing solar panels should follow the roof pitch to minimise visibility from the street.

Any other equipment mounted on the roof of a dwelling should be:

- the same colour as the roof.
- placed at least ½ way to the rear of the home.
- placed below the ridge line of the roof.

### 7.3 Storage

Any trucks or commercial vehicles (exceeding 1.5 tonnes), recreational vehicles, boats and/or caravans must not be visible from the public realm when parked or stored on a lot.

Without prior consent from the panel, and before such time as an Occupancy Permit has been granted, it is prohibited to store any of the following on vacant and/or partially developed land:

- Caravans
- Boats
- Containers
- Trucks
- Sheds
- Livestock

## **7.4 Signage**

Signs which advertise the sale of a vacant lot are only permitted with the approval of the developer.

Only one sign may be erected to advertise the sale of a fully constructed dwelling. These signs must be approved by the developer and be removed within 10 days of the sale of the property.

Signs advertising builders or tradespersons which are required during construction shall be no more than 1 m x 1 m and must be removed within 10 days of the issue of the Certificate of Occupancy.

Other signs may be permitted with approval by the panel.

## **7.5 Telecommunications**

Connection to the National Broadband Network (NBN) is available in Majesty. Please visit [www.nbnco.com.au](http://www.nbnco.com.au) for details and requirements for your home.

## **7.6 Maintenance**

It is prohibited for the purchaser to allow any rubbish including site excavations and/or building materials to accumulate on the lot or allow growth of excessive grass or weeds on any lots. Any rubbish including rubbish associated with building and constructions must be stored neatly in an appropriately sized industrial bin or skip.

It is prohibited for the purchaser to place any rubbish including site excavations and building materials on adjoining land or any reserve.

## **7.7 Crossover Protection and Footpath Protections**

The landowner must ensure that any required asset protection permits are obtained prior to the commencement of building works.

## **7.8 Street Tree Protection**

The landowner must ensure that any street trees and nature strip areas are fully protected during all building works.

## **7.9 Subdivision**

No further subdivision of lots will be permitted.



## **8. REQUIREMENTS FOR SPECIFIC LOTS**

The following lots have specific requirements:

Lot 128 - must not contain more than one single dwelling and shall not be further subdivided

Lot 129 - must not contain more than one single dwelling and shall not be further subdivided

Lot 130 - must not contain more than one single dwelling and shall not be further subdivided

Lot 131 - must not contain more than one single dwelling and shall not be further subdivided

# APPENDIX A – REFERENCE PLAN 1



MAJESTY  
HOUSING DESIGN GUIDELINES REFERENCE PLAN 1

**LEGEND**

- Standard Residential Lots
- SC Special Condition Lots
- Small Lot Housing Code Applies
- Corner Lots
- Landscaping
- Services Easement
- K Electrical Kiosk (7.2m x 4.8m)

# APPENDIX A – REFERENCE PLAN 2



MAJESTY  
HOUSING DESIGN GUIDELINES REFERENCE PLAN 2

**LEGEND**

- Standard Residential Lots
- SC Special Condition Lots
- Small Lot Housing Code Applies
- Corner Lots
- Landscaping
- Services Easement
- K Electrical Kiosk (7.2m x 4.8m)



# APPENDIX B – APPLICATION FORM

## Majesty Design and Siting Application Form

Lot No \_\_\_\_\_

Applicant's Name/s \_\_\_\_\_

Current Post Address \_\_\_\_\_

Contact Number \_\_\_\_\_

Contact Email \_\_\_\_\_

Builder/Designer's Name \_\_\_\_\_

Preferred Contact Name and Number \_\_\_\_\_

The Majesty Design Review Panel will only assess applications that include all documents and/or information listed in the checklist below:

- 1. **Site Plan** (min. scale 1:200) indicating setback dimensions for all buildings, total footprint and floor areas, vehicle crossover, driveway and building envelope.
- 2. **Floor Plans** (min. scale 1:100) showing key dimensions, window positions and roof plan.
- 3. **All Elevations** indicating building heights, roof pitch, eaves depth, schedule of all external finishes and colours and external building equipment (e.g. garden sheds, pergolas, BBQ areas).
- 4. **Fence design drawings** showing location, height, materials and colour.
- 5. **Schedule** of external colours and materials.
- 6. **Landscaping** details and design including details/construction materials of letterboxes.

The Majesty Design Review Panel will work to process all applications in the shortest possible timeframe. In most cases, applications will be processed within fourteen (14) working days of receipt.

Incomplete applications will not be assessed. The Majesty Design Review Panel reserves the right to request further information from the applicant.

The guidelines are provided to give direction during the design process for each dwelling. Following the guidelines will provide the best chance of approval without any delays. The Review Panel will consider each application based on the comprehensive design outcome presented and may approve dwelling designs that vary from the guidelines where it considers it appropriate. All assessments are at the discretion of the Review Panel and all decisions of the Review Panel are final.

The property owner is solely responsible for obtaining all relevant permits and compliance with all applicable provisions as required by local Council and State Governments including but not limited to all ResCode requirements.

Submitted documentation may be shared in relation to development of neighbouring properties.

Please submit the all the above documentation to:  
reviewpanel@majestyliving.com.au

Annexure C - Vendor's Statement

# Vendor Statement



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

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

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

<b>Land</b>	Lot on proposed plan of subdivision no.838801R, 1384-1424 Taylors Road, Bonnie Brook, VIC 3335
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<b>Vendor's name</b>	Tan Buu Nguyen and Thi Thanh Van Dao	<b>Date</b> 23/10/2020
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<b>Vendor's signature</b>	 
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>	
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## 1. FINANCIAL MATTERS

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

- (a) Their total does not exceed \$3,000 per annum.
- (b) Are contained in the attached certificates.
  - i. These relate to the development site and do not accurately reflect the rates for the Property.
  - ii. The Property is not separately rated or assessed for rates and taxes.
  - iii. The Property being sold is subject to the relevant plan of subdivision being registered. On registration of the plan of subdivision there will be a valuation for rating purposes conducted by the statutory authorities which in due course will result in the rates and taxes being assessed for the Property. The interim arrangements are as set out in the Contract.
  - iv. Land Tax (if any) will be adjusted in accordance with the Contract. The Purchaser(s) may become liable for Land Tax depending on the use to which the Property is put, and other properties owned by the Purchaser(s).
  - v. The Price is inclusive of GST in accordance with the Contract.
  - vi. The Outgoings and amounts relating to the Property will be calculated and adjusted in accordance with the Contract. The Purchaser(s) will be responsible for amounts under any supplemental assessment that may issue in respect of the Property after Settlement.
  - vii. The Purchaser will be liable for Outgoings from the date of settlement. As the property is not separately rated at the Day of Sale, the Vendor is unable to accurately ascertain the exact quantum of the outgoings that will apply to the Property after registration of the Plan.
- (c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1 (a) or (b) above, other than the usual adjustment of outgoings at settlement.

### 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:

Are contained in the attached certificates.

### 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.

## 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 (Vic)* applies to the residence.

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is as follows:

- (a) As set out in the attached copies of title documents and proposed plans of subdivision 838801R, PS838801R\S2 and PS838801R\S3:
  - i. The provisions of any agreement which the Vendor may be required to enter into with any responsible

authority in relation to the Plan of Subdivision including, but not limited to, an agreement under Section 173 of the Planning and Environment Act 1987 in accordance with the Contract and condition 8 of Planning Permit PA2018/6366;

- ii. Easements that are implied under Section 12(2) of the Subdivision Act 1988;
- iii. Any restrictive covenant required, contemplated by or arising from the Contract;
- iv. Design Guidelines attached to the Contract;
- v. Any disclosed in this Vendor's Statement;
- vi. Any vested in any Authority; and
- vii. Any other matters required or contemplated by or arising out of the Contract.

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

None to the Vendor's knowledge.

### **3.2 Road Access**

Road access will be available on completion of the works necessary for registration of the Plan of Subdivision.

### **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).

### **3.4 Planning Scheme**

See attached certificate.

### **3.5 Aboriginal Cultural Heritage Sensitivity**

The property is within, or affected by, one or more areas of aboriginal cultural heritage sensitivity (see attached certificates).

## **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:

None to the Vendor's knowledge, however, the Vendor has no means of knowing all notices, orders, declarations, reports or recommendations, approved proposals or unpublished orders and decisions of public authorities and government departments unless they have been communicated to the Vendor. The purchaser acknowledges and agrees that it has made its own enquiries with the relevant public authorities and government departments prior to entering into the contract for the Property.

### **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):

See attached certificates.

## **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).

Nil.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

See attached certificate.

## 8. SERVICES

The following services are not connected to the land:

Electricity, gas, water, sewerage and telephone services.

The services are not currently connected but will be available for connection upon completion of the works necessary for registration of the Plan of Subdivision. The Purchaser should check with the appropriate authorities as to the availability of and the costs to providing any essential services not connected to the Property. The Purchaser will be required to make all applications and pay any connection fees for services and in the event that the Vendor has paid the connection fees, the Purchaser shall reimburse the Vendor at settlement.

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

The register search statement for certificate of title volume 9157 folio 638

### 9.2 Copy of Plan

Title Plan 292620W

### 9.3 Plan of Subdivision

Proposed plan of subdivision for Stage 1 838801R

Proposed plan of subdivision for Stage 2 838801R\S2

Proposed plan of subdivision for Stage 3 838801R\S3

### 9.4 Notice pursuant to Section 201UB *Planning and Environment Act 1987*

Instrument AH462111E

### 9.5 Notice pursuant to Section 45 *Melbourne Strategic Assessment (Environment Mitigation Levy) 2020*

Instrument AT390547J

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

The latest version of the Plan of Subdivision is attached.

### 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).

See attached:

(a) proposed plan of subdivision for Stage 1 838801R;

(b) proposed plan of subdivision for Stage 2 838801R\S2; and

(c) proposed plan of subdivision for Stage 3 838801R\S3.

### 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.

The Majesty Survey Master Plan version 5 issued on 21 August 2020 (as attached) is the latest version of the plan showing future stages.

## 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

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

See attached.

## 13. ATTACHMENTS

- (a) Register search statement for certificate of title volume 09157 folio 638
- (b) Title plan 292620W
- (c) Plan of subdivision 838801R
- (d) Plan of subdivision 838801R\S2
- (e) Plan of subdivision 838801R\S3
- (f) Instrument search AH462111E
- (g) Instrument search AT390547J
- (h) Planning certificate
- (i) Planning property report
- (j) Designated bushfire prone area report
- (k) Land information certificate
- (l) Western Water information statement
- (m) Catchment and land protection certificate
- (n) Heritage certificate
- (o) Aboriginal Heritage Register
- (p) Land tax clearance certificate
- (q) Building certificates – regulations 326(1) and 326(2)
- (r) Extract of EPA priority site registers
- (s) Contaminated land search certificate
- (t) GAIC certificate
- (u) Vicroads roads property certificates
- (v) Preliminary Engineering Plan
- (w) Planning Permit PA2018/6366 dated 2 June 2020
- (x) Endorsed amended concept plan dated 2 June 2020
- (y) The Majesty Survey Master Plan version 5 issued on 21 August 2020
- (z) Due diligence checklist

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

VOLUME 09157 FOLIO 638

Security no : 124085581919D

Produced 18/09/2020 11:00 AM

LAND DESCRIPTION

Crown Allotment 18 Section 18 Parish of Kororoit.  
PARENT TITLE Volume 02964 Folio 668  
Created by instrument F764967 09/07/1975

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
TAN BUU NGUYEN  
THI THANH VAN DAO both of 9 MANSFIELD AVENUE SUNSHINE VIC 3020  
AB641645U 21/10/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB641646S 21/10/2002  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

NOTICE Section 201UB Planning and Environment Act 1987  
AH462111E 30/08/2010

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390547J 01/07/2020

DIAGRAM LOCATION

SEE TP292620W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AT390547J	NOTICE Registered	02/07/2020

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

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

Street Address: 1384-1424 TAYLORS ROAD BONNIE BROOK VIC 3335

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 23/10/2016

DOCUMENT END

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<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 292620W</b>
<b>Location of Land</b>  Parish: KOROROIT Township: Section: 18 Crown Allotment: 18 Crown Portion:  Last Plan Reference: Derived From: VOL 9157 FOL 638 Depth Limitation: NIL		<b>Notations</b>       ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN
<b>Description of Land / Easement Information</b>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 27-01-2000 VERIFIED: AD
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets

# PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

EDITION 1

PS838801R

## LOCATION OF LAND

PARISH: KOROROIT  
TOWNSHIP: -  
SECTION: 18  
CROWN ALLOTMENT: 18  
CROWN PORTION: -  
TITLE REFERENCE: Vol. 9157 Fol. 638

LAST PLAN REFERENCE: TP292620W (C.A. 18)

POSTAL ADDRESS: 1384 - 1424 TAYLORS ROAD  
(at time of subdivision) BONNIE BROOK 335

MGA CO-ORDINATES: E: 296 170 ZONE: 55  
(of approx centre of land in plan) N: 5 823 450 GDA94

COUNCIL NAME: MELTON CITY COUNCIL

**PRELIMINARY  
DRAFT**

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1 RESERVE No.1	MELTON CITY COUNCIL POWERCOR AUSTRALIA LTD

LOT 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

## NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:  
This plan is based on survey.

STAGING:  
This is a staged subdivision.  
Planning Permit No.

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

MAJESTY 1 2.798 ha  
60 LOTS

## EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MELTON CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	THIS PLAN	WESTERN REGION WATER CORPORATION
E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MELTON CITY COUNCIL WESTERN REGION WATER CORPORATION



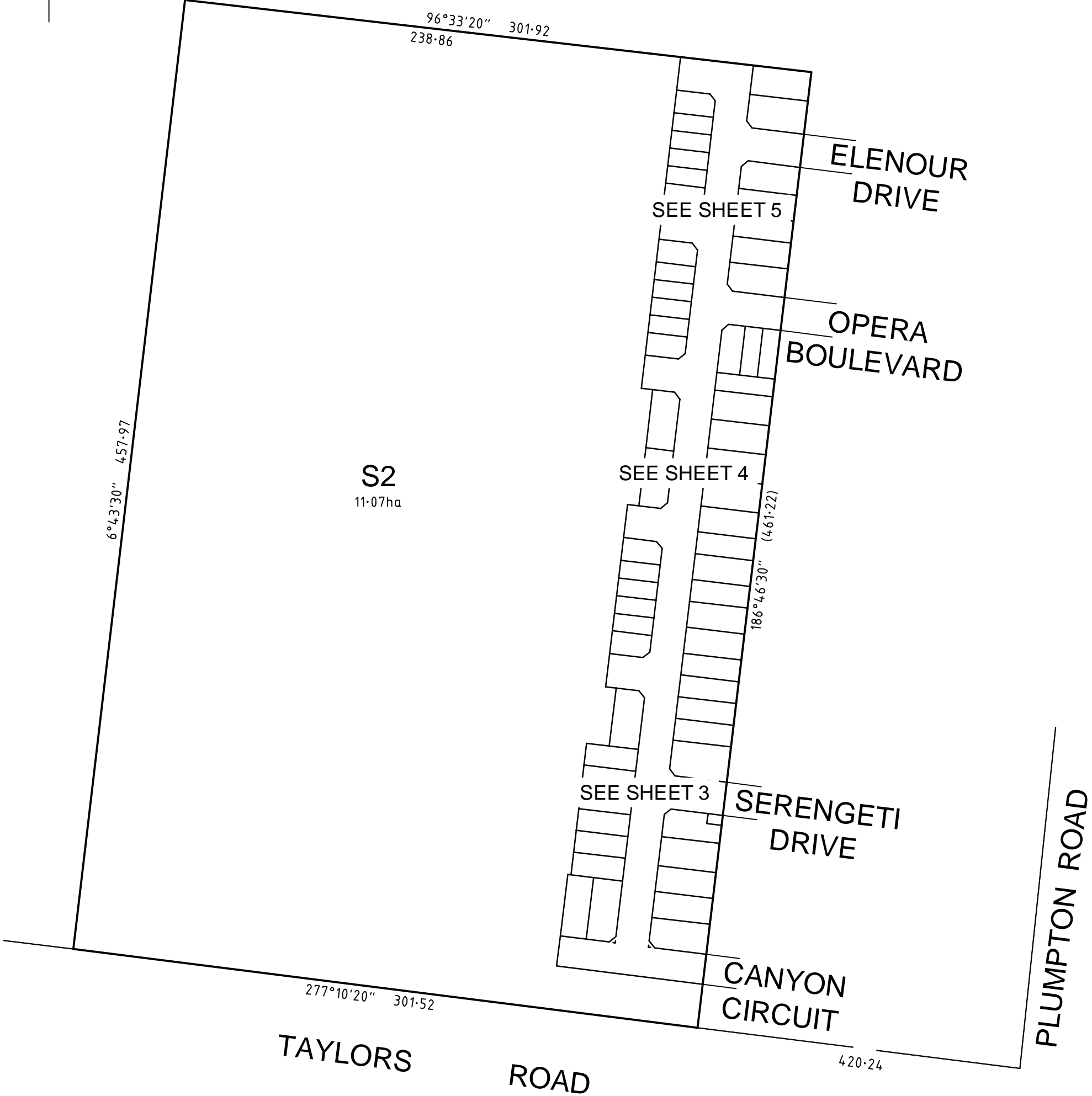
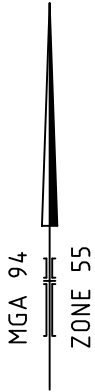
WEBSTER SURVEY GROUP  
ABN: 35 456 993 855  
662 Main Road, Eltham 3095  
P.O Box 291, Eltham 3095  
Telephone: (03) 9439 4222  
Facsimile: (03) 9439 5288  
webstergroup.com.au

SURVEYORS FILE REF: 15739

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SIZE: A3

SHEET 1 OF 5

EVAN RHYS WEBSTER VERSION: 07

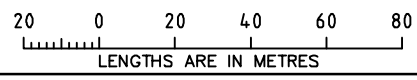


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 webstergroup.com.au

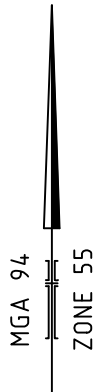
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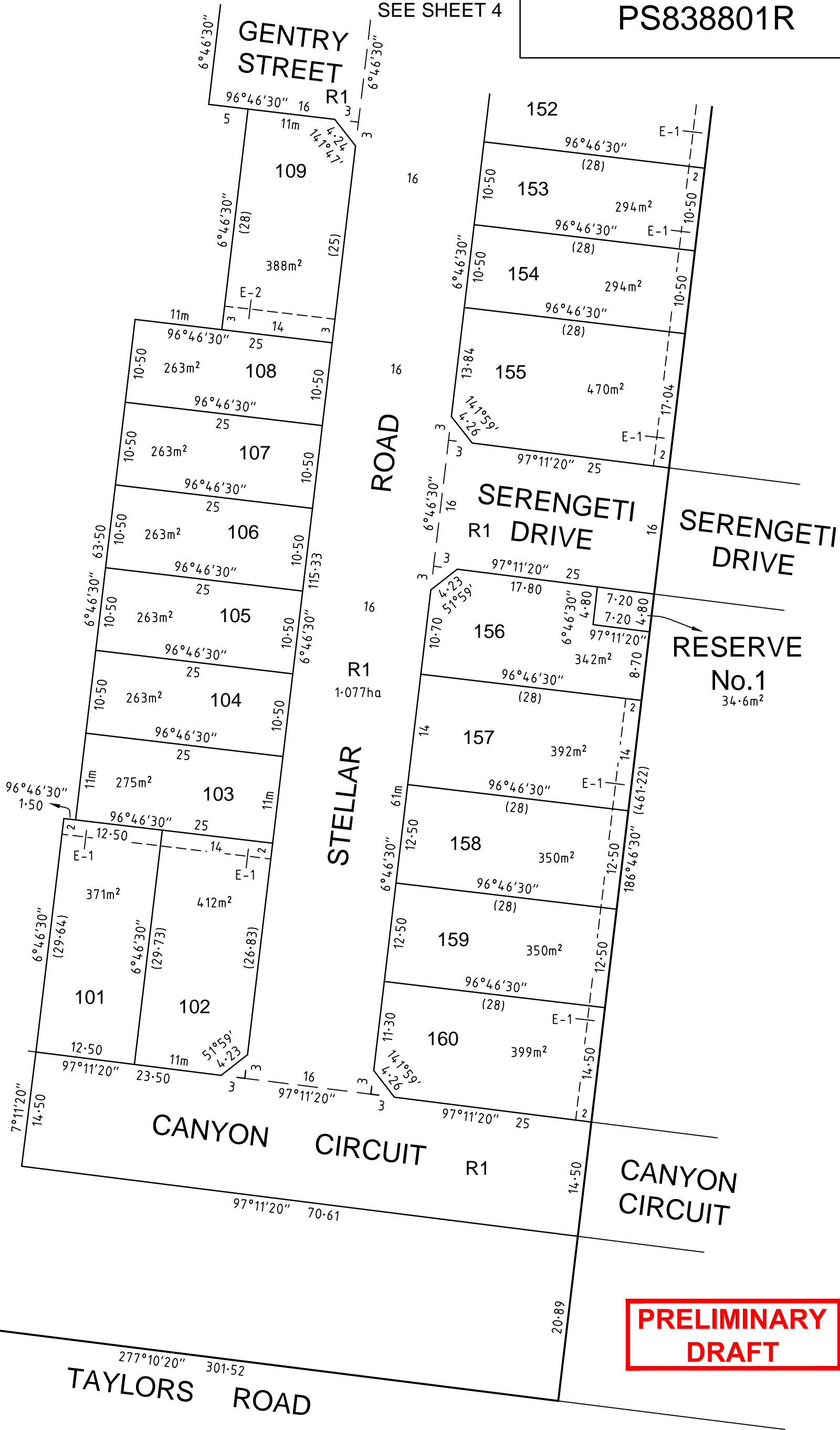
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SHEET 2  
SURVEYORS REF: 15739

EVAN RHYS WEBSTER VERSION: 07



S2  
SEE SHEET 2

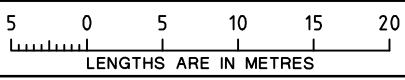


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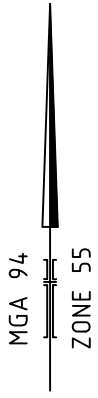
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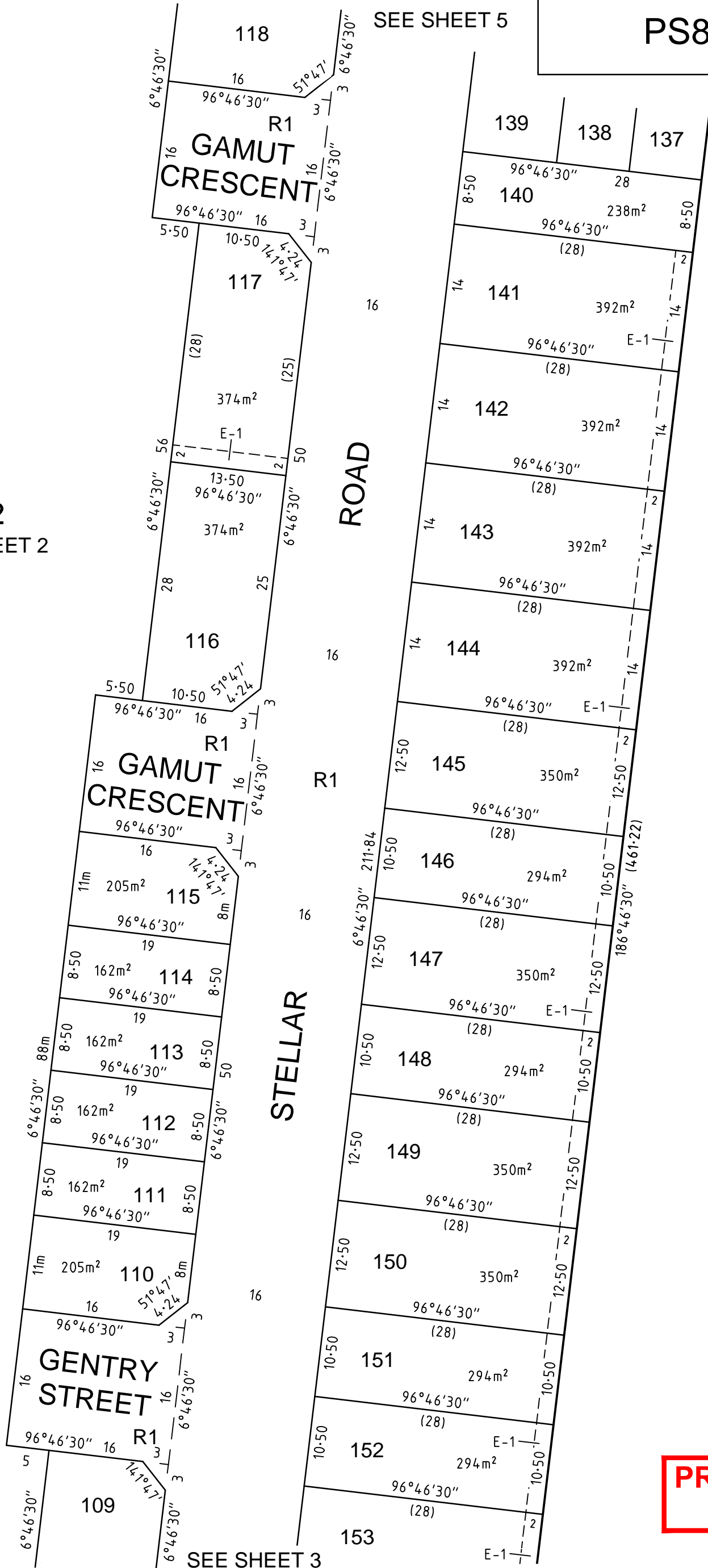
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SIZE: A3

SHEET 3  
SURVEYORS REF: 15739

EVAN RHYS WEBSTER VERSION: 07



S2  
SEE SHEET 2



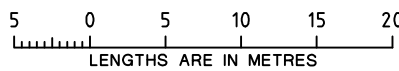
SEE SHEET 3

**PRELIMINARY  
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 ABN: 35 456 993 855  
 662 Main Road, Eltham 3095  
 P.O Box 291, Eltham 3095  
 Telephone: (03) 9439 4222  
 Facsimile: (03) 9439 5288  
 webstergroup.com.au

SCALE  
1:500



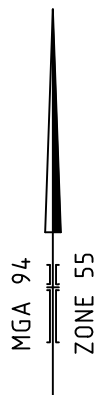
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SHEET 4

SURVEYORS REF: 15739

EVAN RHYS WEBSTER

VERSION: 07



S2  
SEE SHEET 2



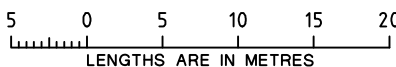
SEE SHEET 4

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DRAFT**



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 Facsimile: (03) 9439 5288  
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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 5

SURVEYORS REF: 15739

EVAN RHYS WEBSTER VERSION: 07

# PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

EDITION 1

PS838801R\S2

## LOCATION OF LAND

PARISH: KOROROIT

TOWNSHIP: -

SECTION: 18

CROWN ALLOTMENT: 18

CROWN PORTION: -

TITLE REFERENCE: Vol. Fol.

LAST PLAN REFERENCE: PS838801R (LOT S2)

POSTAL ADDRESS: 1384 - 1424 TAYLORS ROAD  
(at time of subdivision) BONNIE BROOK 335

MGA CO-ORDINATES: E: 296 170 ZONE: 55  
(of approx centre of land in plan) N: 5 823 450 GDA94

COUNCIL NAME: MELTON CITY COUNCIL

**PRELIMINARY  
DRAFT**

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R2 RESERVE No.2	MELTON CITY COUNCIL POWERCOR AUSTRALIA LTD

LOT 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

## NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:  
This plan is based on survey.

STAGING:  
This is a staged subdivision.  
Planning Permit No.

This survey has been connected to permanent marks No(s).

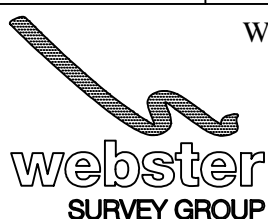
In Proclaimed Survey Area No.

MAJESTY 2 2.649 ha  
52 LOTS

## EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MELTON CITY COUNCIL
E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MELTON CITY COUNCIL WESTERN REGION WATER CORPORATION



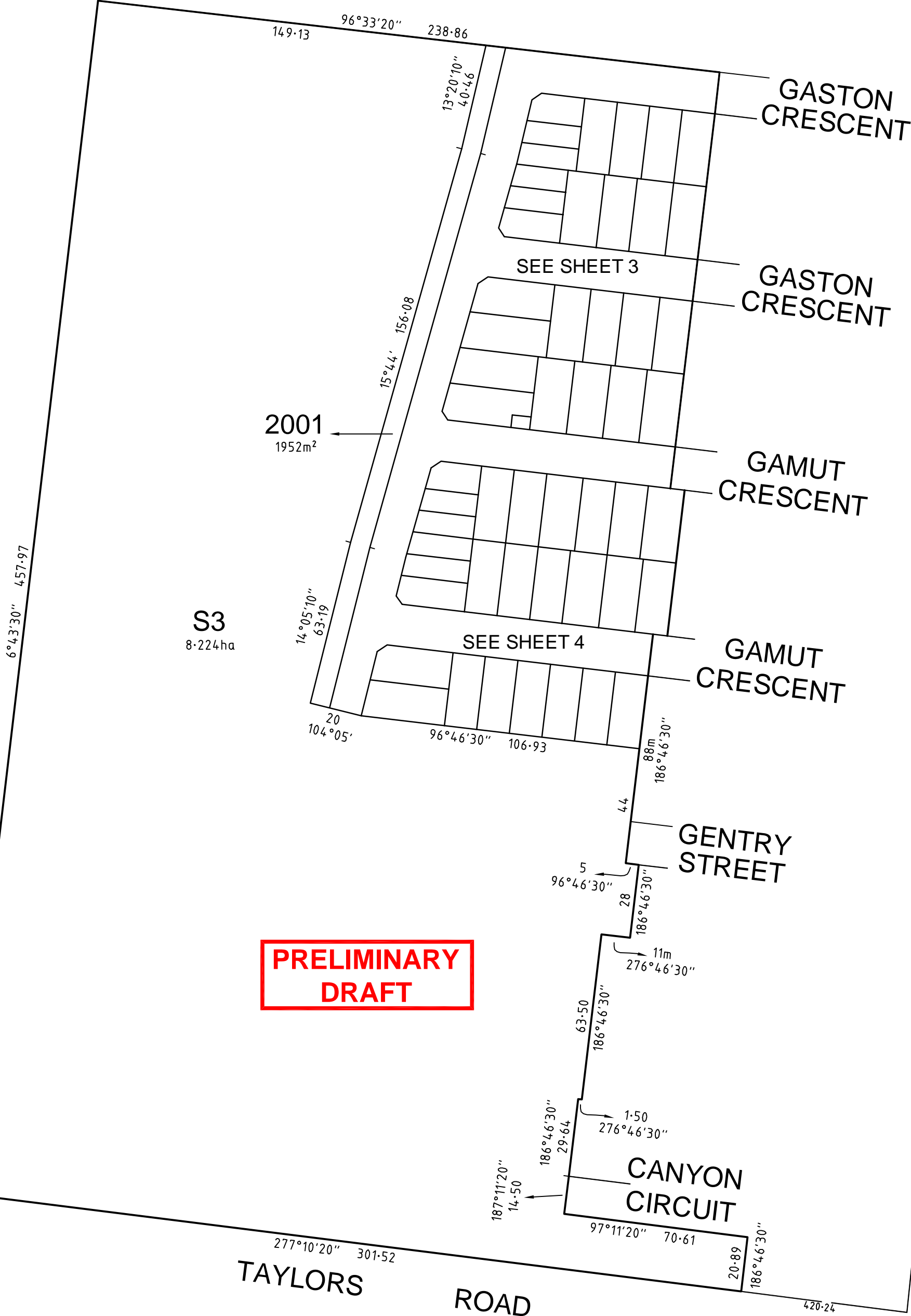
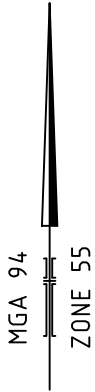
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SURVEYORS FILE REF: 15739\_S2

ORIGINAL SHEET  
SIZE: A3

SHEET 1 OF 4

EVAN RHYS WEBSTER VERSION: 06



S3  
8.224ha

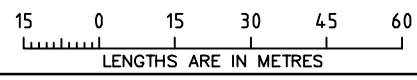
2001  
1952m<sup>2</sup>

**PRELIMINARY  
DRAFT**



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SCALE  
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ORIGINAL SHEET  
SIZE: A3

SHEET 2  
SURVEYORS REF: 15739\_S2

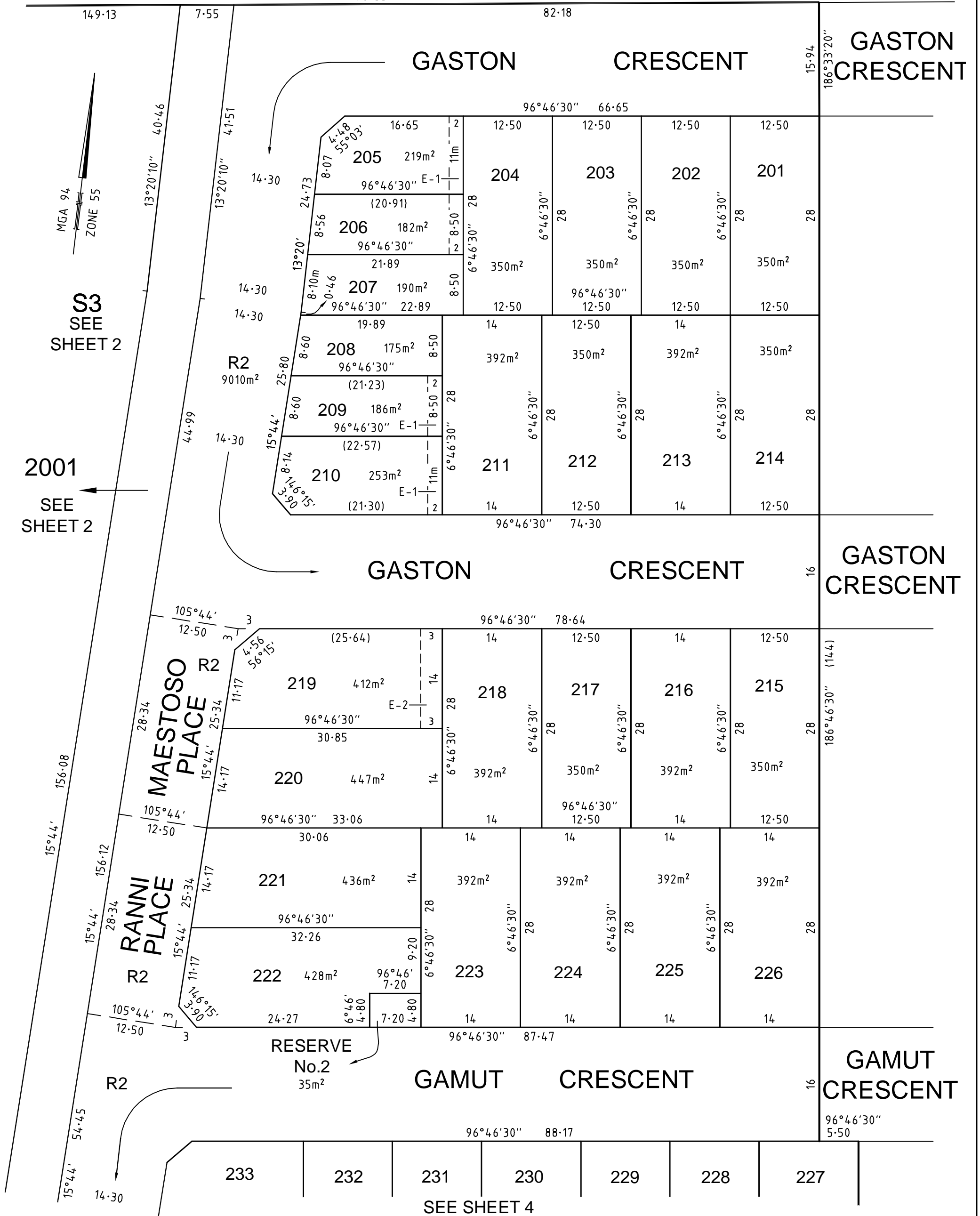
EVAN RHYS WEBSTER VERSION: 06



**PRELIMINARY  
DRAFT**

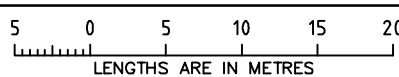
PS838801R\S2

96°33'20" 238.86



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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 3  
SURVEYORS REF: 15739\_S2

EVAN RHYS WEBSTER VERSION: 06

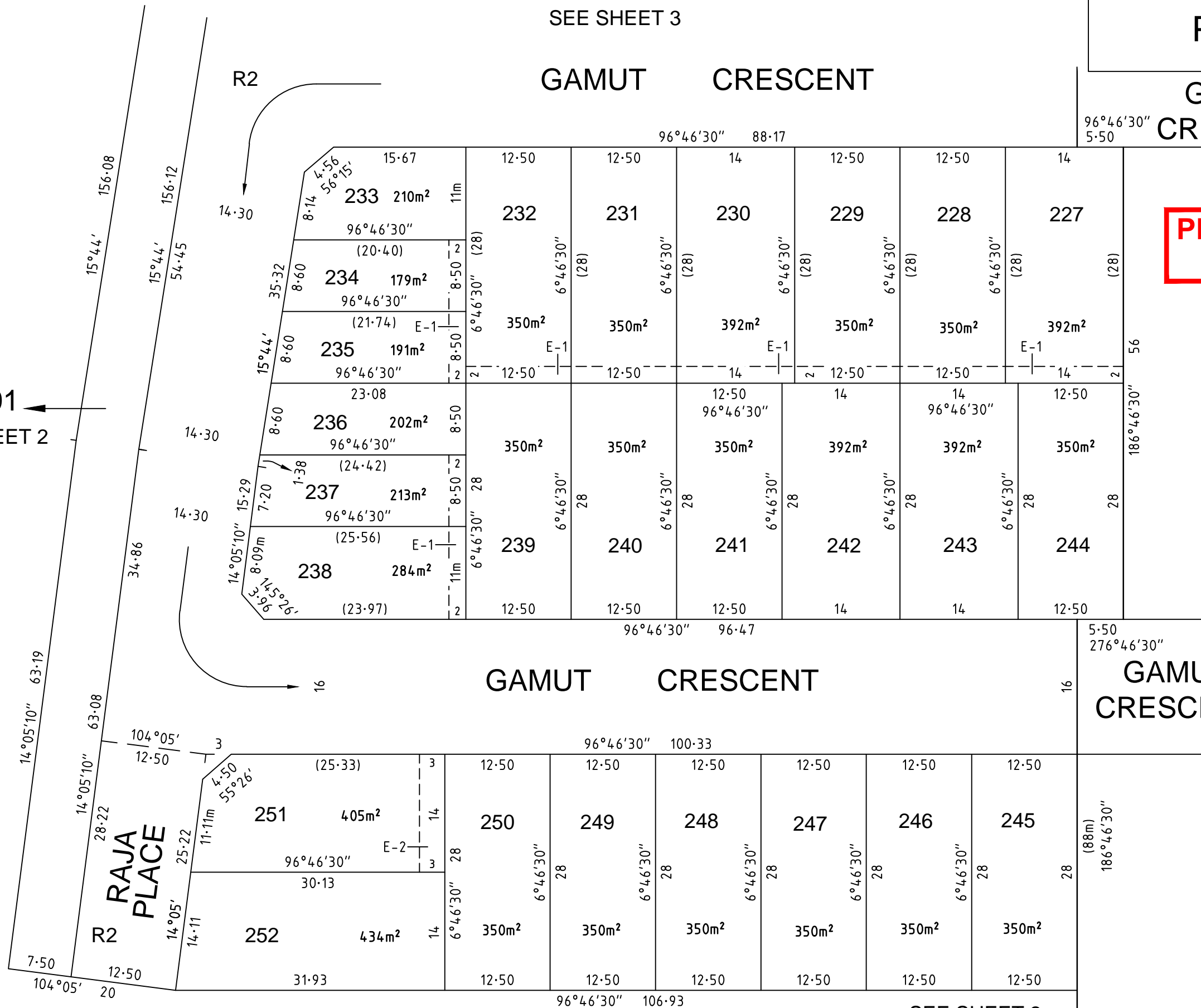
SEE SHEET 3

GAMUT CRESCENT

GAMUT CRESCENT

96°46'30"  
5.50

**PRELIMINARY  
DRAFT**



2001  
SEE SHEET 2

S3  
SEE SHEET 2

GAMUT CRESCENT

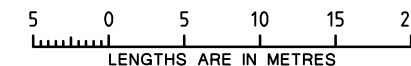
GAMUT CRESCENT

SEE SHEET 2



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 662 Main Road, Eltham 3095  
 P.O Box 291, Eltham 3095  
 Telephone: (03) 9439 4222  
 Facsimile: (03) 9439 5288  
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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 4  
SURVEYORS REF: 15739\_S2

EVAN RHYS WEBSTER VERSION: 06

# PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

EDITION 1

PS838801R\S3

## LOCATION OF LAND

PARISH: KOROROIT  
TOWNSHIP: -  
SECTION: 18  
CROWN ALLOTMENT: 18  
CROWN PORTION: -  
TITLE REFERENCE: Vol. Fol.

LAST PLAN REFERENCE: PS838801R (LOT S3)

POSTAL ADDRESS: 1384 - 1424 TAYLORS ROAD  
(at time of subdivision) BONNIE BROOK 335

MGA CO-ORDINATES: E: 296 080 ZONE: 55  
(of approx centre of land in plan) N: 5 823 320 GDA94

COUNCIL NAME: MELTON CITY COUNCIL

**PRELIMINARY  
DRAFT**

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R3	MELTON CITY COUNCIL

LOT 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

## NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:  
This plan is based on survey.

STAGING:  
This is a staged subdivision.  
Planning Permit No.

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

MAJESTY 3 1.965 ha  
31 LOTS

## EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MELTON CITY COUNCIL
E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MELTON CITY COUNCIL WESTERN REGION WATER CORPORATION



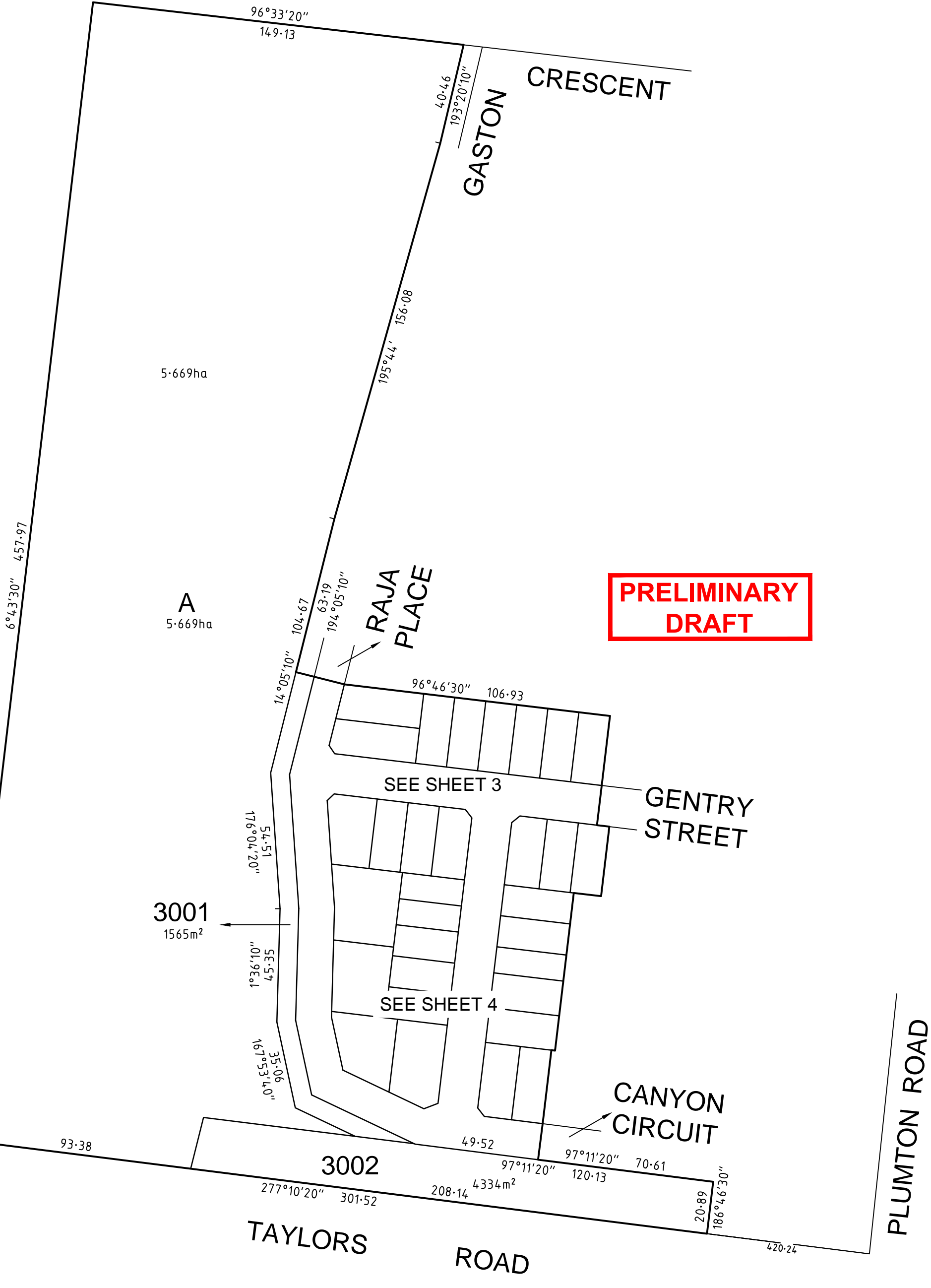
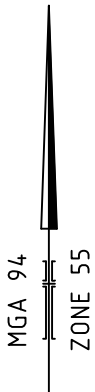
WEBSTER SURVEY GROUP  
ABN: 35 456 993 855  
662 Main Road, Eltham 3095  
P.O Box 291, Eltham 3095  
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Facsimile: (03) 9439 5288  
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SURVEYORS FILE REF: 15739\_S3

ORIGINAL SHEET  
SIZE: A3

SHEET 1 OF 4

EVAN RHYS WEBSTER VERSION: 05



**PRELIMINARY  
DRAFT**

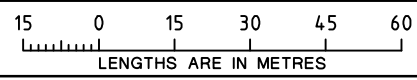
3001  
1565m<sup>2</sup>

3002  
4334m<sup>2</sup>



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ABN: 35 456 993 855  
662 Main Road, Eltham 3095  
P.O Box 291, Eltham 3095  
Telephone: (03) 9439 4222  
Facsimile: (03) 9439 5288  
webstergroup.com.au

SCALE  
1:1500



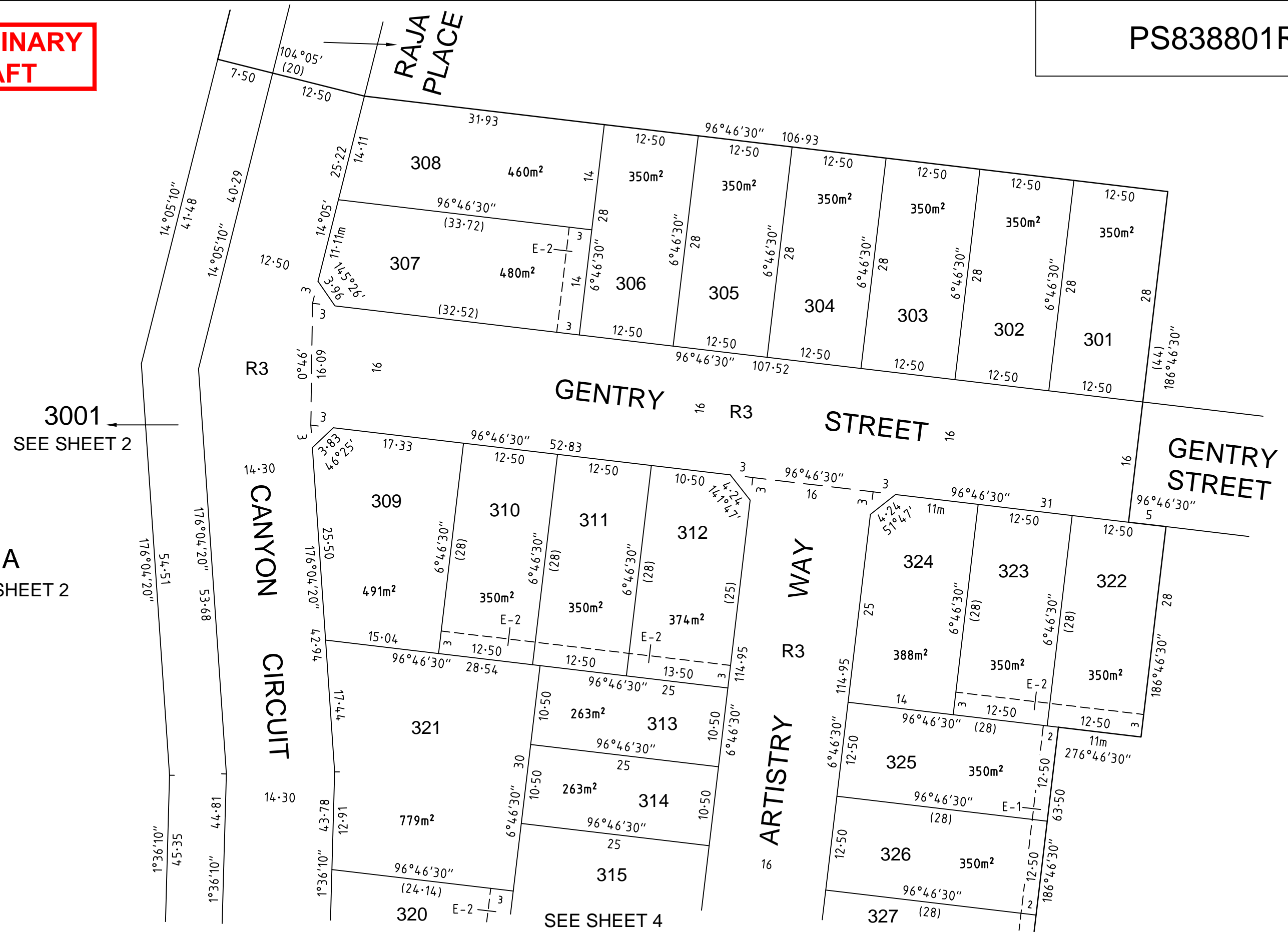
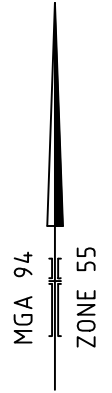
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SHEET 2  
SURVEYORS REF: 15739\_S3

EVAN RHYS WEBSTER      VERSION: 05

**PRELIMINARY  
DRAFT**

PS838801R\S3



3001  
SEE SHEET 2

A  
SEE SHEET 2

SEE SHEET 4



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 P.O Box 291, Eltham 3095  
 Telephone: (03) 9439 4222  
 Facsimile: (03) 9439 5288  
 webstergroup.com.au

SCALE  
1:500

LENGTHS ARE IN METRES

EVAN RHYS WEBSTER      VERSION: 05

ORIGINAL SHEET      SHEET 3  
 SIZE: A3      SURVEYORS REF: 15739\_S3

**PRELIMINARY  
DRAFT**

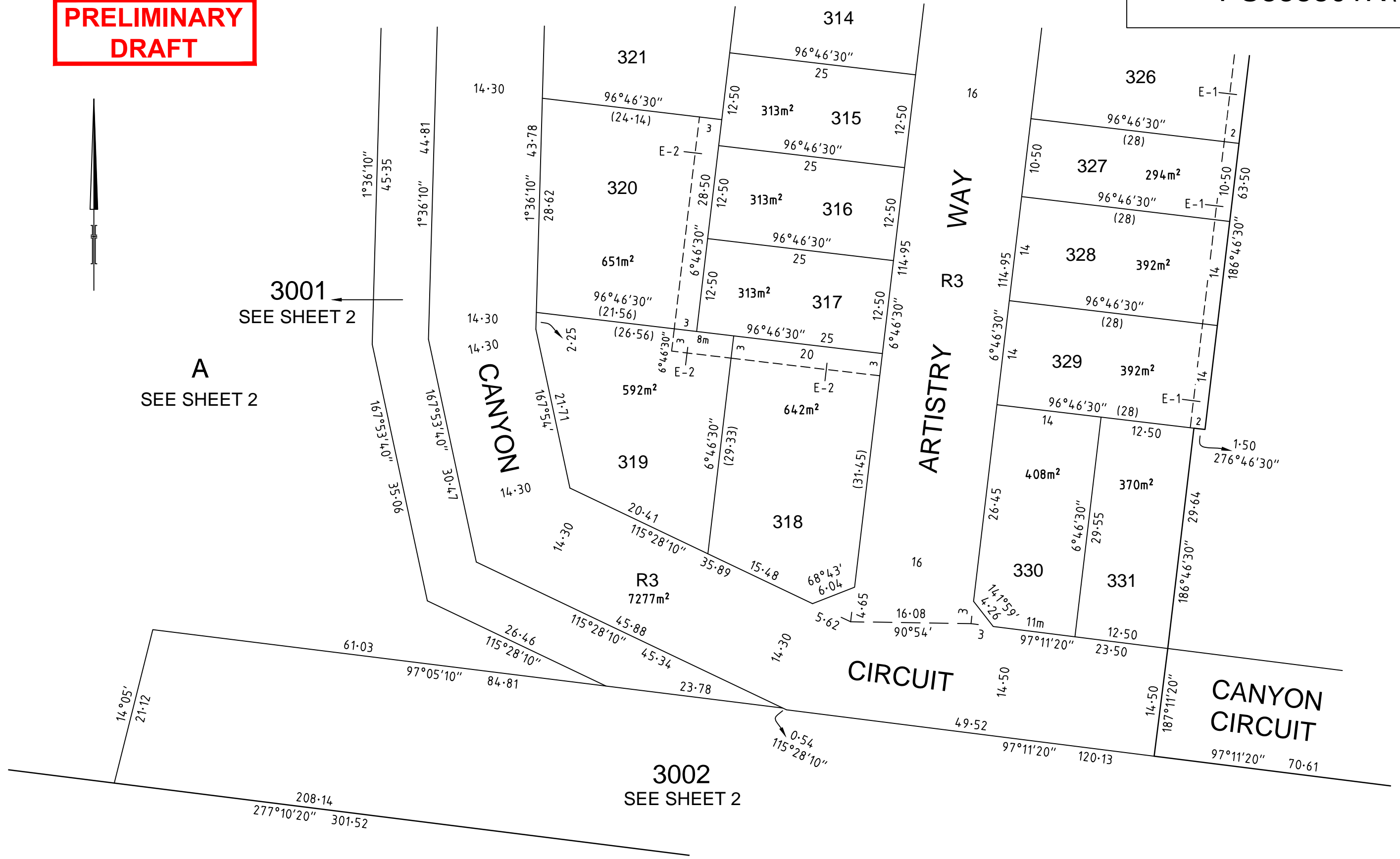
JUNE 23

SEE SHEET 3


3001  
SEE SHEET 2

A  
SEE SHEET 2

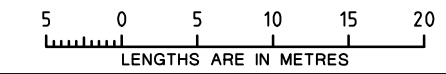
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SEE SHEET 2



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 P.O Box 291, Eltham 3095  
 Telephone: (03) 9439 4222  
 Facsimile: (03) 9439 5288  
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SCALE  
1:500



LENGTHS ARE IN METRES

EVAN RHYS WEBSTER      VERSION: 05

ORIGINAL SHEET  
SIZE: A3

SHEET 4  
SURVEYORS REF: 15739\_S3

# G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987

Use to notify the Registrar of land subject to GAIC

## AH462111E

30/08/2010 \$0 201UB



Privacy Collection Statement: The information from this form is collected by the Registrar of Titles and is used for the purpose of maintaining publicly searchable registers and indexes.

### Read this before you start

- 1 Fill page 1 online
- 2 Print form single sided
- 3 Sign with a blue or black pen

### Purpose

The Growth Areas Authority applies to the Registrar of Titles to record a notification on the folio(s) of the Register described at item 1 that a growth areas infrastructure contribution may be payable.

### 1. What land is subject to GAIC?

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

see attached list

### 4. Does the lodging party have a customer code?

No Go to question 5

Yes  What is the customer code? Reference

14273H

D/10/7728

### 5. Lodging party details

Lodging party

Given Name(s)

Family Name/  
Company Name

Growth Areas Authority

Phone

Address

No.

Street

Suburb

Postcode

### 2. Signature/s

Growth Areas Authority

Signature

Name of Signatory

Peter Seamer

### 3. Date (dd/mm/yyyy)

30/08/2010

### You may lodge this form in two ways:

#### 1. In person

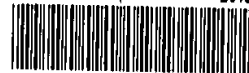
Level 9, 570 Bourke Street  
Melbourne 3000

#### 2. By mail

P.O. Box 500  
East Melbourne 3002

**AH462111E**

30/08/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
139/601	4594/635	8162/673	8541/356	8739/787	8842/134	8900/292
267/330	4658/415	8204/400	8541/357	8739/788	8842/135	8900/293
267/340	4787/225	8210/486	8547/501	8739/789	8842/136	8900/294
451/167	4953/483	8215/864	8547/977	8739/792	8842/137	8900/295
489/649	4964/677	8218/032	8547/978	8739/793	8850/019	8900/296
638/571	5350/889	8231/931	8547/980	8739/794	8857/981	8900/297
647/382	5507/303	8269/013	8547/981	8739/795	8865/396	8900/298
824/704	5600/900	8294/813	8569/350	8739/796	8869/771	8900/299
1031/051	5804/612	8309/576	8576/382	8739/797	8869/772	8900/300
1178/419	5910/840	8310/126	8576/384	8742/589	8869/773	8900/301
1226/165	5990/959	8310/127	8581/146	8742/590	8874/217	8900/302
1233/491	6015/996	8321/655	8592/852	8742/591	8877/852	8900/303
1251/127	6020/949	8349/370	8592/853	8742/592	8877/853	8900/304
1264/604	6043/546	8368/998	8592/876	8742/593	8888/081	8900/305
1505/901	6122/329	8378/211	8592/884	8742/594	8889/985	8900/306
1978/595	6135/000	8378/214	8592/885	8742/595	8894/157	8900/307
2041/108	6160/901	8378/215	8600/690	8742/596	8894/158	8900/308
2090/953	6168/483	8378/216	8603/842	8747/084	8894/694	8900/309
2220/934	6195/943	8378/217	8610/993	8747/085	8894/695	8900/310
2534/731	6229/723	8378/218	8611/461	8747/086	8894/696	8900/311
2534/732	6244/608	8378/219	8622/411	8752/088	8894/697	8900/312
2759/636	6298/444	8378/220	8622/412	8755/679	8894/698	8900/313
2770/963	6330/985	8378/221	8622/988	8755/751	8894/701	8900/314
2862/217	6437/282	8378/222	8622/989	8755/752	8894/702	8900/315
2946/200	6565/988	8378/223	8622/990	8755/777	8894/703	8900/316
3099/656	6581/174	8378/226	8624/292	8755/778	8898/105	8900/317
3099/675	6647/398	8379/883	8624/293	8758/355	8900/259	8900/318
3132/225	6765/868	8379/885	8624/296	8766/992	8900/261	8903/211
3188/558	6765/869	8383/697	8624/297	8772/323	8900/262	8907/122
3352/400	6765/870	8389/202	8634/128	8790/501	8900/263	8907/619
3481/102	6911/045	8403/987	8646/467	8806/545	8900/264	8908/714
3487/224	6993/407	8411/050	8677/020	8807/338	8900/265	8908/715
3509/629	7186/016	8412/208	8678/242	8807/339	8900/266	8908/716
3619/739	7194/648	8421/635	8683/243	8807/340	8900/267	8909/407
3674/635	7275/803	8427/825	8683/252	8812/559	8900/268	8909/685
3702/397	7277/277	8435/031	8692/737	8816/670	8900/269	8919/214
3724/752	7505/065	8435/502	8693/511	8816/671	8900/270	8919/215
3879/632	7532/137	8457/262	8693/513	8816/672	8900/271	8922/593
3915/946	7649/107	8459/277	8693/514	8819/811	8900/272	8923/838
3919/701	7656/039	8475/919	8696/244	8819/812	8900/273	8923/839
3920/919	7659/121	8480/663	8698/895	8819/813	8900/274	8923/840
3948/518	7662/117	8486/685	8708/229	8819/814	8900/276	8923/841
3953/529	7785/042	8492/903	8708/464	8819/815	8900/277	8924/425
4012/379	8041/132	8492/904	8708/779	8820/924	8900/279	8930/457
4019/684	8041/399	8492/906	8709/198	8836/829	8900/280	8938/771
4019/685	8041/400	8502/405	8715/897	8836/830	8900/282	8942/740
4024/650	8066/282	8502/406	8732/244	8836/831	8900/283	8942/741
4129/609	8092/571	8510/185	8733/402	8838/412	8900/284	8950/971
4242/224	8096/369	8510/303	8733/403	8842/127	8900/285	8953/965
4252/349	8106/720	8510/304	8738/528	8842/128	8900/286	8954/141
4377/374	8106/721	8521/038	8739/591	8842/129	8900/287	8954/142
4382/319	8129/406	8532/426	8739/592	8842/130	8900/288	8954/143
4392/391	8141/370	8536/860	8739/593	8842/131	8900/289	8954/144
4477/215	8149/589	8536/861	8739/594	8842/132	8900/290	8954/145
4557/371	8162/010	8536/862	8739/786	8842/133	8900/291	8954/146



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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
8954/147	9005/336	9109/390	9225/930	9375/943	9443/122	9501/212
8954/148	9007/431	9109/391	9227/202	9375/947	9443/123	9501/252
8954/149	9010/204	9109/392	9227/203	9375/948	9443/124	9501/253
8954/151	9019/365	9109/393	9227/630	9375/951	9443/125	9501/255
8954/152	9022/268	9109/394	9227/631	9381/442	9443/126	9503/048
8954/153	9026/900	9109/395	9227/632	9389/077	9443/127	9504/968
8954/154	9042/583	9109/396	9231/277	9391/274	9443/128	9508/441
8954/155	9045/320	9109/397	9231/540	9396/903	9443/129	9509/863
8954/156	9045/942	9109/398	9231/982	9396/904	9443/131	9509/864
8954/157	9047/883	9109/399	9242/592	9399/506	9443/132	9516/669
8954/158	9052/355	9109/400	9254/011	9399/609	9443/133	9522/663
8954/159	9052/576	9109/401	9255/485	9399/692	9443/134	9522/664
8954/160	9070/221	9109/402	9256/159	9402/918	9443/135	9523/453
8954/161	9070/222	9109/403	9256/160	9405/500	9443/136	9523/503
8954/162	9070/223	9109/404	9268/683	9413/116	9443/137	9523/631
8954/163	9070/225	9109/405	9286/465	9413/117	9443/138	9535/088
8954/164	9070/226	9109/406	9286/466	9413/118	9443/139	9541/064
8954/165	9070/705	9109/407	9290/653	9415/811	9443/140	9541/065
8954/166	9070/706	9109/408	9297/658	9418/765	9443/149	9541/066
8954/167	9070/707	9109/409	9297/966	9425/584	9443/891	9541/067
8954/168	9070/708	9109/410	9304/796	9426/840	9443/892	9541/068
8954/169	9070/709	9109/411	9304/797	9426/841	9443/893	9545/891
8954/170	9070/710	9114/376	9304/798	9426/842	9443/894	9545/892
8954/171	9070/711	9114/377	9304/799	9426/843	9443/895	9551/105
8954/172	9070/712	9116/690	9304/800	9427/544	9449/203	9551/528
8954/174	9070/714	9116/691	9304/801	9427/545	9449/296	9551/550
8954/175	9070/715	9116/692	9304/802	9427/546	9449/754	9557/785
8954/176	9070/716	9116/693	9310/308	9427/547	9450/276	9562/454
8964/441	9070/717	9121/387	9312/072	9427/548	9450/277	9562/576
8965/616	9070/718	9127/837	9313/324	9427/549	9450/644	9562/578
8966/832	9070/719	9127/838	9316/884	9427/550	9450/645	9562/579
8968/228	9070/721	9127/839	9317/330	9427/551	9455/030	9567/415
8968/229	9070/722	9127/840	9317/333	9427/552	9455/031	9567/620
8972/099	9070/723	9128/176	9320/879	9427/553	9455/673	9567/621
8973/033	9072/040	9129/521	9325/244	9428/262	9460/163	9567/622
8973/034	9072/041	9131/866	9330/229	9431/900	9461/294	9570/889
8975/169	9075/435	9132/749	9330/230	9431/902	9465/003	9580/507
8975/839	9075/436	9132/777	9330/231	9433/597	9472/269	9597/854
8975/840	9075/462	9135/164	9330/233	9436/966	9474/075	9597/855
8975/877	9075/463	9153/820	9330/234	9436/967	9474/640	9599/616
8993/430	9075/464	9153/821	9332/088	9436/968	9476/274	9601/885
8994/128	9075/465	9157/636	9332/811	9437/677	9478/666	9606/826
8994/129	9075/466	9157/637	9341/958	9437/678	9478/667	9611/723
8994/130	9075/467	9157/638	9341/959	9437/679	9482/981	9621/312
8994/131	9075/468	9157/639	9341/960	9437/680	9484/167	9622/084
8995/457	9075/469	9157/835	9341/962	9437/681	9485/593	9622/085
9001/452	9080/872	9166/830	9347/470	9437/682	9485/594	9623/604
9001/453	9085/531	9166/837	9352/804	9437/683	9491/527	9623/605
9001/454	9099/906	9169/393	9361/565	9441/160	9495/269	9623/606
9001/455	9101/032	9169/394	9361/566	9442/494	9498/310	9623/607
9001/456	9102/501	9181/445	9366/602	9443/117	9500/229	9623/608
9001/457	9102/502	9181/446	9371/922	9443/118	9500/951	9623/609
9001/458	9108/040	9208/354	9375/940	9443/119	9500/952	9623/610
9001/459	9109/388	9210/643	9375/941	9443/120	9500/953	9623/611
9002/160	9109/389	9210/921	9375/942	9443/121	9501/211	9623/612

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
9623/613	9673/428	9728/543	9829/356	9970/948	10075/222	10204/122
9623/614	9674/805	9728/544	9829/357	9970/951	10079/554	10204/123
9623/615	9675/726	9728/545	9829/358	9970/952	10079/690	10204/124
9623/616	9677/740	9728/546	9830/401	9970/953	10083/993	10215/726
9623/617	9679/029	9728/547	9830/402	9970/954	10086/279	10216/287
9623/619	9679/033	9728/548	9830/403	9972/230	10086/280	10216/288
9626/019	9679/311	9740/398	9830/404	9972/231	10090/359	10224/123
9626/020	9684/869	9742/415	9832/647	9972/232	10090/360	10240/186
9626/953	9687/142	9746/039	9840/914	9972/233	10090/361	10240/187
9626/955	9687/143	9748/454	9840/915	9972/234	10090/362	10240/188
9626/956	9687/144	9748/556	9849/394	9972/235	10090/363	10240/535
9626/957	9687/145	9748/557	9849/395	9972/236	10090/364	10246/337
9630/212	9688/099	9748/558	9861/497	9972/237	10090/365	10246/575
9630/984	9688/101	9750/863	9865/261	9972/238	10091/035	10250/581
9630/990	9688/102	9759/775	9874/890	9987/218	10091/036	10252/421
9630/992	9688/103	9759/776	9882/117	9987/219	10091/277	10252/422
9630/994	9688/104	9759/778	9885/340	9987/220	10092/073	10252/423
9633/191	9688/105	9759/779	9885/341	9987/221	10092/778	10252/424
9633/192	9688/106	9759/780	9885/342	9987/222	10092/780	10252/425
9633/683	9688/107	9760/269	9905/357	9987/223	10096/166	10252/427
9634/398	9691/598	9764/099	9905/358	9987/224	10098/928	10252/428
9634/399	9692/231	9764/100	9905/359	9987/225	10099/872	10252/429
9634/400	9693/576	9764/101	9910/749	9997/135	10100/202	10254/071
9638/744	9694/005	9765/602	9918/721	10003/280	10105/316	10262/461
9644/523	9694/335	9765/603	9918/722	10003/281	10105/927	10262/462
9649/080	9695/440	9766/531	9923/709	10014/256	10105/928	10266/617
9649/081	9696/624	9766/532	9923/710	10014/257	10106/700	10266/618
9649/082	9702/390	9767/467	9923/711	10027/604	10109/025	10266/741
9649/083	9705/352	9768/570	9923/712	10027/605	10109/636	10266/742
9650/368	9707/102	9768/571	9947/123	10027/606	10109/637	10266/743
9650/372	9708/147	9769/942	9947/617	10028/646	10112/478	10266/744
9650/990	9709/028	9770/105	9947/618	10028/647	10112/479	10268/651
9650/991	9709/029	9770/106	9947/619	10032/880	10112/670	10268/652
9651/522	9712/250	9770/107	9948/964	10032/881	10112/671	10268/653
9651/523	9713/988	9774/204	9948/965	10036/124	10112/672	10268/654
9651/524	9714/155	9775/458	9950/364	10037/611	10112/673	10277/878
9651/525	9714/156	9792/813	9951/490	10041/276	10112/674	10285/602
9651/526	9720/177	9793/360	9952/991	10041/277	10115/393	10285/603
9651/527	9724/873	9793/942	9957/021	10041/371	10120/421	10290/323
9651/528	9724/874	9793/943	9957/022	10042/477	10129/463	10290/892
9658/130	9724/875	9795/892	9957/039	10042/478	10130/052	10301/438
9658/132	9724/876	9800/718	9957/043	10044/151	10130/069	10303/154
9659/213	9724/877	9800/719	9957/044	10048/733	10131/615	10313/134
9660/062	9724/878	9806/588	9957/078	10050/965	10153/600	10313/135
9662/160	9724/879	9806/589	9960/867	10053/295	10153/601	10313/734
9665/565	9724/880	9811/874	9965/837	10053/790	10153/602	10315/519
9666/175	9724/881	9814/220	9965/838	10053/791	10154/036	10316/140
9666/176	9726/419	9820/889	9965/839	10060/124	10156/380	10316/288
9666/183	9726/420	9821/870	9965/840	10062/529	10156/381	10316/289
9666/184	9728/023	9823/135	9965/841	10062/530	10159/328	10316/290
9666/185	9728/024	9823/136	9970/942	10070/496	10162/885	10316/349
9666/186	9728/025	9823/137	9970/943	10073/293	10164/963	10316/350
9670/658	9728/537	9823/138	9970/944	10073/294	10175/560	10318/536
9671/129	9728/539	9824/685	9970/945	10073/295	10185/068	10318/537
9673/427	9728/541	9826/511	9970/946	10073/296	10190/317	10333/066

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
10333/067	10526/721	10658/192	10792/448	10946/870	11132/117
10334/568	10528/300	10662/498	10797/261	10946/871	11132/118
10335/655	10528/301	10662/905	10797/262	10946/872	11132/119
10335/711	10531/043	10664/424	10799/136	10946/873	11132/121
10335/712	10531/176	10685/975	10799/137	10946/874	11132/122
10344/121	10531/177	10685/976	10800/510	10946/875	11139/257
10344/122	10531/178	10686/142	10800/511	10946/876	11139/643
10344/123	10532/115	10686/732	10802/054	10948/003	11139/652
10344/124	10544/086	10686/733	10802/055	10948/004	11139/655
10344/125	10545/750	10688/266	10802/058	10959/268	11139/664
10344/126	10548/731	10688/267	10807/165	10975/323	11139/674
10344/127	10552/867	10688/269	10813/586	10976/085	11139/675
10346/494	10556/170	10688/270	10817/337	10988/204	11152/077
10353/886	10558/304	10693/364	10817/338	10988/545	11161/381
10354/999	10561/160	10693/365	10817/868	10995/844	11161/384
10355/000	10561/161	10694/988	10819/698	10995/845	11161/386
10355/953	10561/162	10694/989	10820/188	10995/846	11164/783
10369/869	10561/163	10700/037	10820/189	10996/773	11179/263
10369/870	10562/111	10700/038	10822/044	10996/774	11179/264
10369/871	10562/294	10701/532	10822/045	11005/306	11179/265
10374/689	10566/432	10703/118	10828/645	11005/307	11179/266
10377/057	10566/433	10703/119	10828/646	11005/737	11179/267
10377/058	10570/229	10705/178	10828/647	11006/657	11179/268
10377/059	10570/230	10708/397	10831/730	11009/588	11179/269
10377/060	10571/375	10708/398	10831/731	11009/589	11179/270
10389/470	10571/376	10709/167	10842/954	11010/176	11179/271
10390/602	10588/637	10716/689	10842/955	11016/854	11179/272
10390/930	10593/753	10717/931	10847/300	11016/855	11179/273
10390/931	10593/754	10717/932	10848/470	11021/249	11179/274
10394/754	10594/817	10722/615	10849/145	11027/399	11179/479
10396/229	10611/318	10722/616	10849/430	11033/541	11179/674
10396/230	10611/319	10725/166	10849/432	11040/580	11182/695
10397/864	10611/320	10725/167	10850/783	11041/327	11190/398
10397/865	10611/397	10731/389	10853/767	11041/824	11191/485
10397/866	10611/398	10737/775	10853/768	11054/168	11191/486
10397/867	10618/032	10737/776	10854/734	11054/169	11196/226
10413/619	10620/794	10743/426	10861/940	11054/490	11196/588
10418/076	10620/795	10743/427	10870/979	11084/517	11208/128
10422/004	10629/942	10756/924	10870/980	11084/832	11208/177
10438/885	10632/525	10756/925	10871/183	11084/833	11208/231
10442/555	10632/526	10757/518	10871/184	11084/970	11208/537
10444/858	10632/527	10758/481	10875/508	11087/928	11208/608
10453/741	10632/738	10758/482	10880/402	11088/975	11208/625
10458/789	10632/904	10760/451	10880/694	11088/976	11209/231
10460/912	10632/966	10763/699	10893/028	11098/492	9488/220A
10465/096	10641/468	10773/948	10893/029	11098/493	
10465/836	10641/469	10773/949	10899/206	11103/769	
10469/542	10641/531	10786/540	10899/207	11109/680	
10469/543	10645/136	10786/541	10910/444	11111/297	
10470/800	10646/764	10788/845	10910/445	11115/575	
10470/801	10653/831	10788/846	10915/748	11115/576	
10477/531	10653/832	10788/847	10915/940	11117/092	
10495/800	10655/572	10791/617	10915/941	11117/093	
10498/611	10655/573	10791/618	10939/871	11121/146	
10526/720	10655/732	10791/977	10946/869	11126/028	

## Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237650*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

### Privacy Collection Statement

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

**AT390547J**

Land: (volume and folio)

*SEE ATTACHMENT*

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
8 NICHOLSON ST. EAST MELBOURNE 3002*

Signing:

Executed on behalf of

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING*

Signer Name

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,  
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Signature

*Wm McGrath*

Execution Date

*11 JULY 2020*

Full Name of Witness

*ANGUS WILLIAMSON*

Witness Signature

*[Signature]*

35271702A

MSA1

Page 1 of 1

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

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# AT390547J

Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi	Vol/foi
1488/570	9395/744	11981/247	11995/982	12036/755	12064/406	12178/379
1488/571	9395/749	11981/495	11995/996	12036/756	12064/853	12178/394
1523/563	9395/755	11981/506	11996/015	12036/760	12064/858	12178/400
1553/414	9405/057	11981/526	11996/016	12036/762	12064/864	12178/573
2220/934	9413/117	11982/421	11999/601	12036/870	12064/875	12178/605
3919/701	9427/545	11982/439	12000/308	12036/891	12064/886	12178/619
4012/379	9427/551	11982/681	12000/314	12036/975	12064/896	12178/939
5350/889	9436/967	11982/690	12000/316	12036/987	12066/669	12178/984
5388/517	9443/121	11982/694	12000/317	12037/027	12066/759	12179/067
6425/968	9443/127	11982/703	12000/320	12037/446	12066/772	12179/074
7401/090	9443/133	11982/709	12000/325	12037/449	12066/778	12179/084
7830/003	9443/134	11982/718	12004/441	12037/460	12066/793	12179/093
8057/787	9443/139	11982/738	12004/444	12037/465	12066/795	12179/216
8162/010	9443/140	11982/751	12004/457	12039/049	12066/802	12179/217
8164/741	9461/294	11982/935	12004/462	12039/055	12066/805	12179/279
8168/426	9478/799	11982/966	12005/059	12039/057	12066/809	12179/281
8179/707	9491/075	11982/977	12005/061	12039/066	12066/819	12179/284
8187/256	9511/100	11982/980	12005/069	12039/072	12066/856	12179/287
8240/157	9521/190	11984/398	12005/085	12039/339	12067/360	12179/298
8275/006	9522/663	11984/407	12005/091	12039/343	12075/151	12180/003
8305/953	9526/993	11984/418	12005/363	12039/348	12075/176	12180/005
8343/398	9531/679	11984/436	12005/364	12039/351	12075/229	12180/009
8353/922	9551/421	11984/445	12005/372	12039/352	12075/240	12180/029
8372/789	9570/889	11984/468	12005/414	12039/359	12075/249	12180/045
8372/794	9580/581	11984/481	12005/420	12039/366	12075/962	12180/776
8416/447	9601/088	11984/484	12006/646	12039/375	12075/967	12180/894
8439/978	9601/885	11984/491	12007/327	12039/377	12075/969	12180/900
8442/674	9632/482	11984/498	12007/338	12039/415	12076/530	12182/480
8446/964	9632/483	11985/013	12009/227	12039/428	12080/782	12182/483
8452/910	9650/990	11985/246	12010/357	12039/444	12082/514	12182/608
8485/442	9651/524	11985/257	12010/499	12039/469	12082/518	12182/613
8485/461	9675/262	11985/267	12010/500	12039/488	12082/523	12182/625
8485/471	9724/878	11985/271	12010/506	12039/533	12083/109	12182/630
8485/473	9758/763	11985/289	12010/510	12039/534	12083/130	12184/622
8485/492	9764/101	11985/290	12010/693	12039/542	12083/141	12184/627
8485/499	9784/085	11985/295	12010/703	12040/293	12084/298	12184/628
8485/512	9794/607	11986/643	12010/711	12040/295	12084/498	12184/629
8485/555	9864/266	11986/646	12010/734	12040/338	12085/531	12184/630
8485/907	9886/023	11986/648	12010/739	12040/533	12086/253	12184/631
8500/216	9934/241	11986/654	12010/753	12040/535	12086/334	12184/632
8502/299	9936/906	11986/663	12011/425	12040/552	12086/344	12184/635
8521/765	9947/622	11986/667	12011/443	12040/605	12086/460	12184/652
8521/797	9957/023	11989/600	12011/450	12040/616	12086/465	12184/653
8521/803	9957/024	11989/734	12011/464	12040/626	12087/195	12187/920
8521/807	9957/027	11989/747	12011/473	12040/627	12087/200	12188/117

## AT390547J

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
8521/814	9957/039	11989/757	12013/514	12040/634	12087/206	12188/120
8521/815	9957/057	11989/775	12015/033	12040/640	12087/215	12188/121
8524/789	9957/069	11989/780	12015/194	12041/147	12087/219	12188/127
8535/846	9972/231	11989/787	12015/198	12041/149	12087/221	12188/129
8536/862	9990/101	11989/788	12015/200	12041/173	12087/228	12188/147
8540/600	9994/843	11989/915	12015/202	12041/177	12087/235	12188/156
8549/491	10040/044	11989/921	12017/348	12041/181	12089/580	12188/159
8553/206	11347/431	11989/922	12017/351	12041/184	12089/605	12188/163
8553/456	11594/609	11989/931	12017/355	12041/190	12089/606	12188/170
8559/100	11892/612	11989/940	12017/359	12041/697	12090/207	12188/182
8569/350	11892/621	11990/043	12017/365	12042/168	12090/226	12188/185
8570/025	11957/105	11990/046	12017/381	12043/035	12091/491	12188/532
8570/032	11957/109	11990/051	12017/462	12043/055	12091/494	12188/545
8576/001	11957/111	11990/053	12017/465	12043/064	12091/496	12188/596
8577/444	11959/831	11990/057	12017/474	12043/190	12092/138	12188/600
8583/941	11959/838	11990/063	12017/478	12043/863	12092/144	12188/602
8589/553	11959/842	11990/067	12017/480	12046/734	12092/162	12188/606
8621/800	11959/857	11990/071	12017/482	12046/737	12095/685	12188/616
8638/790	11960/286	11990/072	12017/491	12046/746	12095/692	12188/845
8644/954	11961/138	11990/087	12018/834	12046/760	12095/693	12188/853
8648/139	11961/477	11990/095	12018/924	12046/768	12095/695	12192/266
8654/416	11961/485	11990/263	12018/925	12047/738	12095/696	12192/279
8673/119	11961/486	11990/264	12018/928	12047/746	12095/731	12192/292
8673/638	11961/491	11990/630	12018/930	12047/897	12095/739	12194/246
8687/917	11961/507	11990/648	12018/934	12047/915	12095/740	12195/855
8708/335	11962/603	11990/667	12018/936	12047/919	12095/741	12195/864
8715/572	11962/615	11990/679	12018/946	12048/336	12095/745	12195/942
8718/981	11967/435	11990/728	12018/949	12048/347	12098/059	12195/950
8723/142	11967/437	11990/733	12019/540	12049/744	12099/787	12195/952
8769/939	11967/439	11990/740	12019/549	12049/780	12099/811	12195/957
8772/348	11967/620	11990/742	12019/551	12050/539	12099/812	12196/096
8800/060	11967/626	11990/749	12019/715	12050/544	12099/848	12196/098
8806/633	11967/631	11990/750	12019/723	12050/547	12099/859	12196/107
8814/791	11967/723	11990/792	12022/012	12050/551	12099/864	12196/117
8816/672	11967/745	11990/793	12022/022	12050/552	12101/311	12196/122
8833/657	11967/762	11990/797	12022/027	12050/566	12101/325	12196/123
8834/688	11968/858	11990/798	12022/417	12050/569	12101/327	12196/130
8834/695	11968/879	11990/802	12022/425	12050/616	12101/328	12196/143
8834/703	11969/254	11990/900	12022/435	12050/617	12101/333	12196/734
8835/038	11969/625	11990/905	12022/439	12050/907	12101/341	12201/195
8835/308	11972/136	11991/300	12022/454	12050/930	12101/346	12201/210
8855/803	11972/159	11991/308	12022/615	12050/933	12101/357	12201/219
8856/672	11972/164	11991/324	12022/617	12051/377	12103/594	12201/965
8861/433	11972/165	11992/118	12022/620	12051/378	12103/608	12201/968
8869/772	11972/173	11992/132	12022/626	12051/380	12139/788	12201/982

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Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
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8889/265	11972/848	11992/155	12022/642	12052/216	12142/963	12202/084
8892/803	11972/858	11992/159	12023/340	12052/218	12146/659	12202/090
8900/261	11975/293	11992/291	12023/341	12052/234	12146/663	12202/098
8909/820	11975/401	11992/292	12023/344	12052/242	12146/668	12204/596
8909/821	11975/404	11992/305	12023/366	12052/253	12146/675	12207/588
8915/394	11975/406	11992/311	12023/367	12052/256	12146/676	12210/599
8916/737	11975/408	11992/315	12023/374	12053/391	12146/679	12210/600
8916/955	11975/410	11992/323	12023/378	12053/392	12146/688	12210/613
8930/204	11976/327	11992/329	12023/380	12053/394	12146/696	12210/615
8930/457	11976/337	11992/425	12026/345	12053/409	12154/098	12210/627
8954/147	11976/803	11992/442	12026/382	12053/418	12154/111	12212/905
8954/171	11976/812	11992/443	12026/397	12053/430	12154/182	12212/906
8972/547	11976/816	11992/445	12026/403	12053/443	12154/189	12212/909
8975/566	11977/241	11992/454	12026/413	12053/444	12154/193	12214/004
8975/568	11977/255	11992/455	12026/979	12053/446	12154/203	12214/013
8978/932	11978/071	11992/464	12026/982	12053/542	12154/204	12214/015
8989/866	11978/073	11992/466	12026/990	12053/546	12155/976	12214/018
8995/457	11978/077	11992/468	12026/991	12053/550	12155/983	12216/275
9000/246	11978/081	11992/594	12027/000	12053/558	12155/991	12216/291
9026/567	11978/084	11992/602	12031/633	12053/563	12156/057	12216/303
9031/377	11978/086	11992/606	12031/636	12053/564	12156/058	12216/328
9039/154	11978/096	11992/608	12031/646	12053/588	12156/261	12216/330
9041/695	11978/111	11992/613	12031/652	12053/600	12157/202	12216/331
9050/588	11978/520	11992/618	12031/657	12058/523	12157/203	12216/336
9060/434	11978/560	11992/624	12031/660	12058/525	12157/215	12216/376
9075/466	11978/954	11992/633	12031/668	12058/532	12157/219	12216/385
9077/351	11978/965	11992/651	12031/677	12058/536	12157/221	12216/682
9085/413	11978/967	11992/666	12031/688	12058/537	12157/231	12216/688
9085/975	11978/969	11992/680	12031/695	12058/540	12157/238	12216/711
9089/608	11978/972	11992/687	12031/705	12058/545	12157/250	12216/736
9091/162	11978/973	11992/699	12031/706	12058/552	12157/256	12216/743
9109/397	11979/324	11993/248	12031/707	12058/553	12162/570	12216/748
9109/406	11979/331	11993/249	12031/715	12058/558	12162/651	12216/750
9121/347	11979/341	11993/251	12031/719	12058/590	12165/811	12216/762
9121/360	11979/347	11993/252	12031/721	12058/606	12167/440	12216/771
9121/387	11979/348	11993/253	12033/117	12059/986	12168/675	12216/794
9125/048	11979/425	11993/274	12033/118	12060/005	12168/692	12216/796
9132/247	11979/444	11993/290	12033/121	12060/015	12168/709	12216/797
9153/639	11979/446	11993/579	12033/125	12060/023	12169/489	12217/645
9157/638	11979/452	11993/582	12033/128	12060/053	12169/513	12217/646
9203/667	11979/578	11993/587	12033/141	12060/063	12173/608	12217/648
9208/354	11979/582	11993/588	12033/142	12060/142	12176/362	12217/651
9271/948	11979/587	11993/591	12033/145	12060/171	12176/572	12217/658
9304/800	11979/674	11993/598	12034/758	12060/189	12176/799	12217/663

# AT390547J

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
9330/229	11979/682	11993/600	12034/828	12060/190	12176/800	12217/670
9341/960	11980/435	11993/605	12034/836	12060/701	12176/805	12217/678
9352/791	11980/437	11994/105	12034/847	12060/707	12176/807	12219/728
9366/674	11980/440	11994/111	12034/849	12060/723	12176/883	12219/731
9371/907	11980/445	11994/116	12036/730	12061/541	12176/892	12219/732
9379/582	11980/448	11994/272	12036/731	12063/652	12176/894	12219/737
9389/041	11980/454	11994/281	12036/732	12063/683	12176/908	12219/747
9391/631	11980/460	11995/971	12036/747	12063/884	12176/914	



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

683748

## APPLICANT'S NAME & ADDRESS

**PARTNERS LEGAL C/- INFOTRACK (ACTIONSTEP) C/-  
LANDATA**

**MELBOURNE**

## VENDOR

**NGUYEN, T**

## PURCHASER

**N/A, N/A**

## REFERENCE

**392663**

This certificate is issued for:

LAND CONTAINED IN VOLUME: 9157 FOLIO: 638 CROWN ALLOTMENT 18 SECTION 18 PARISH OF KOROROIT  
ALSO KNOWN AS 1384 - 1424 TAYLORS ROAD BONNIE BROOK  
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 11
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and a PUBLIC ACQUISITION OVERLAY 3
- and abuts a PUBLIC ACQUISITION OVERLAY 3
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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

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

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

18 September 2020

**Hon. Richard Wynne MP**  
**Minister for Planning**

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@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

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) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



## 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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 18 September 2020 12:37 PM

## PROPERTY DETAILS

Address: **1384-1424 TAYLORS ROAD BONNIE BROOK 3335**  
 Crown Description: **Allot. 18 Sec. 18 PARISH OF KOROROIT**  
 Standard Parcel Identifier (SPI): **18~18\PP2927**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **182972**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 355 E5**

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

[planning-schemes.delwp.vic.gov.au/schemes/melton](http://planning-schemes.delwp.vic.gov.au/schemes/melton)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Western Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **POWERCOR**

### Note

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

For more information about this contribution go to [Victorian Planning Authority](http://Victorian Planning Authority)

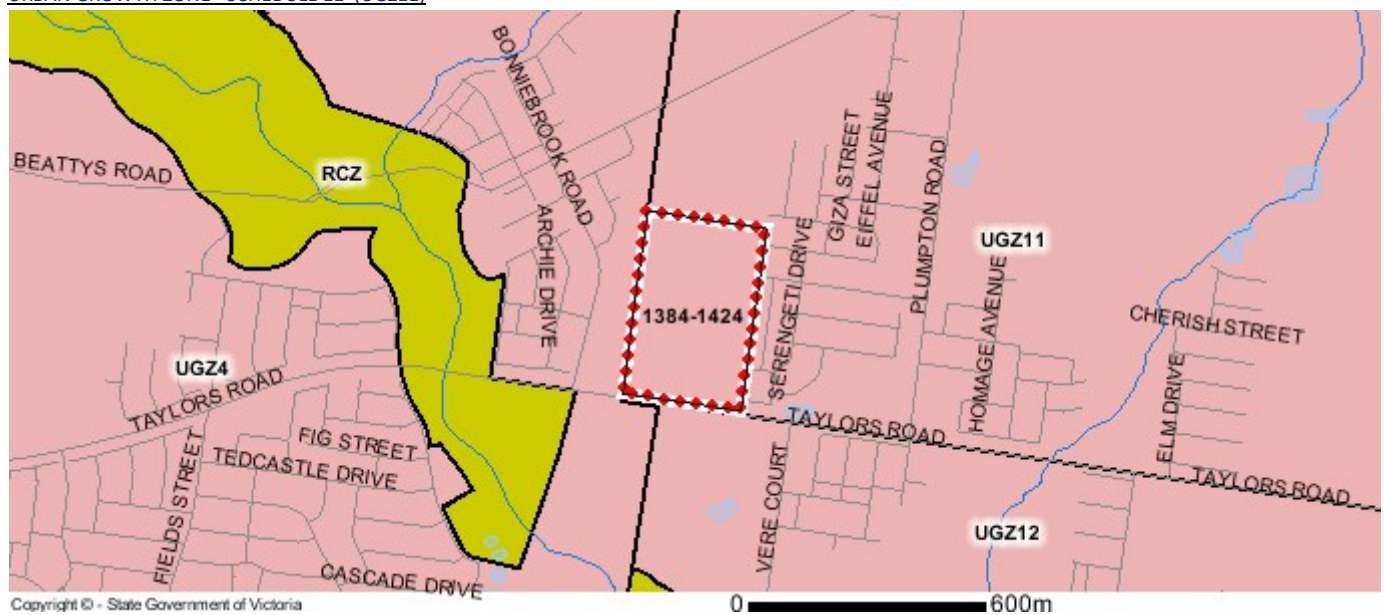
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **KOROROIT**

## Planning Zones

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

### [URBAN GROWTH ZONE - SCHEDULE 11 \(UGZ11\)](#)



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**RCZ - Rural Conservation**      **UGZ - Urban Growth**

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

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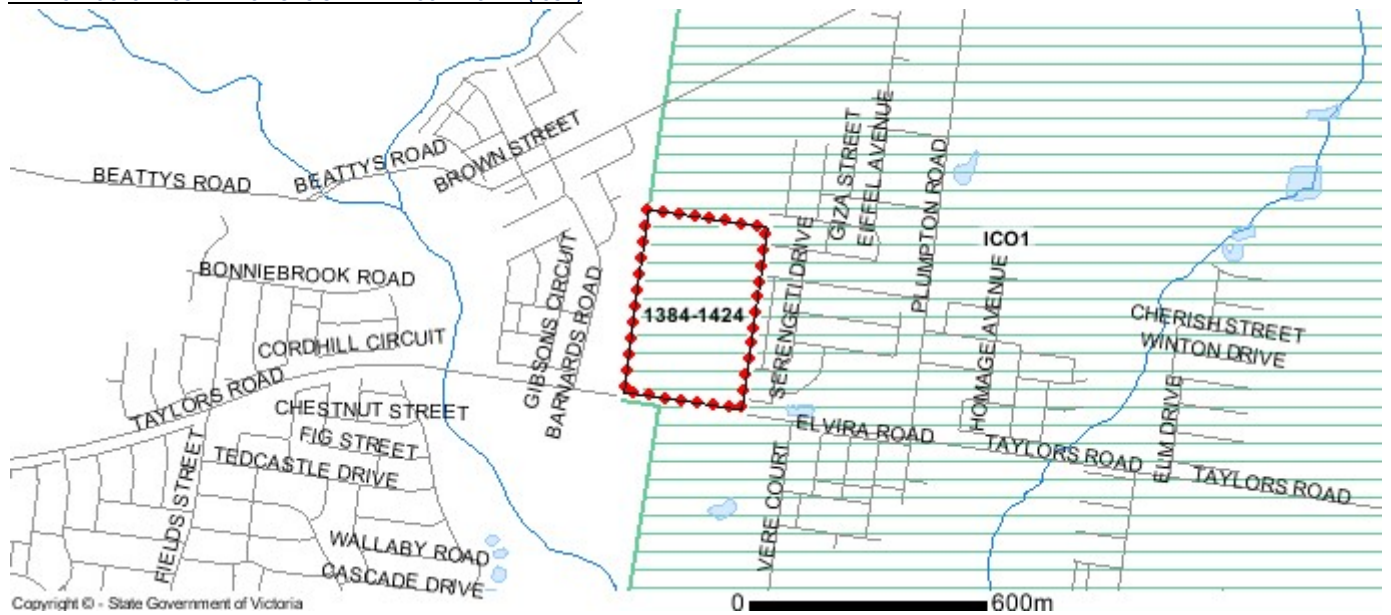
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

### INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

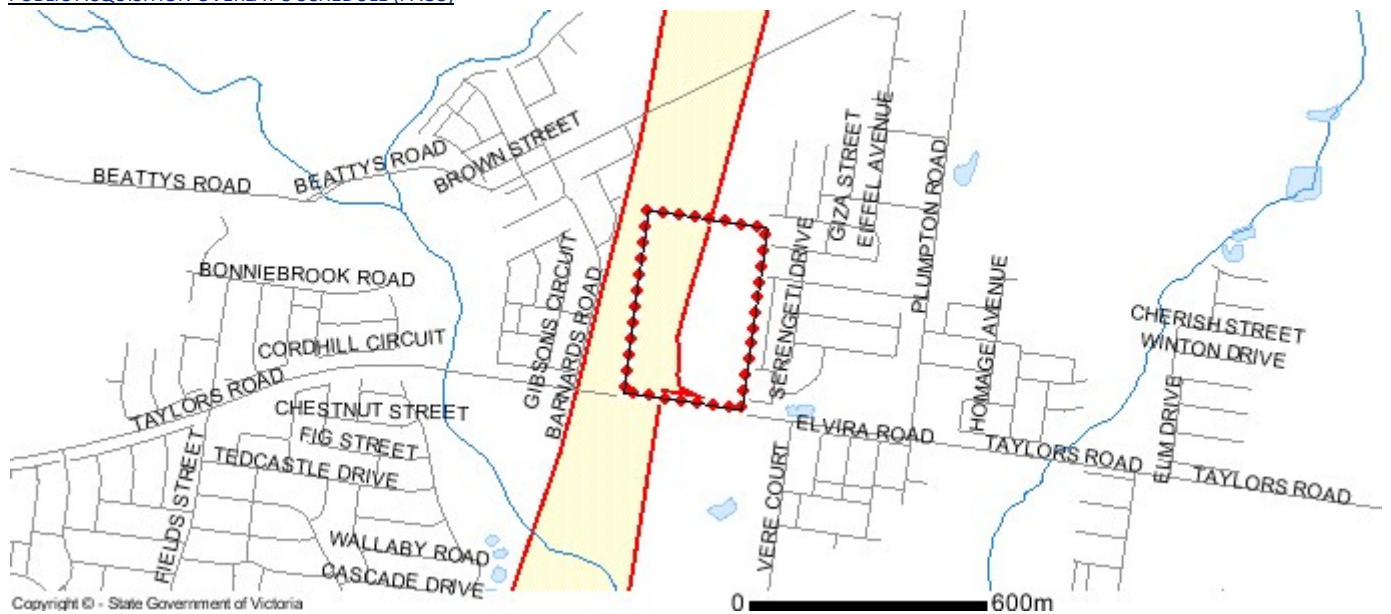


**ICO - Infrastructure Contributions**

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

### PUBLIC ACQUISITION OVERLAY (PAO)

### PUBLIC ACQUISITION OVERLAY 3 SCHEDULE (PAO3)



**PAO - Public Acquisition**

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

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## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land [DEVELOPMENT](#)

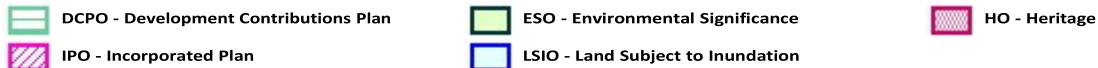
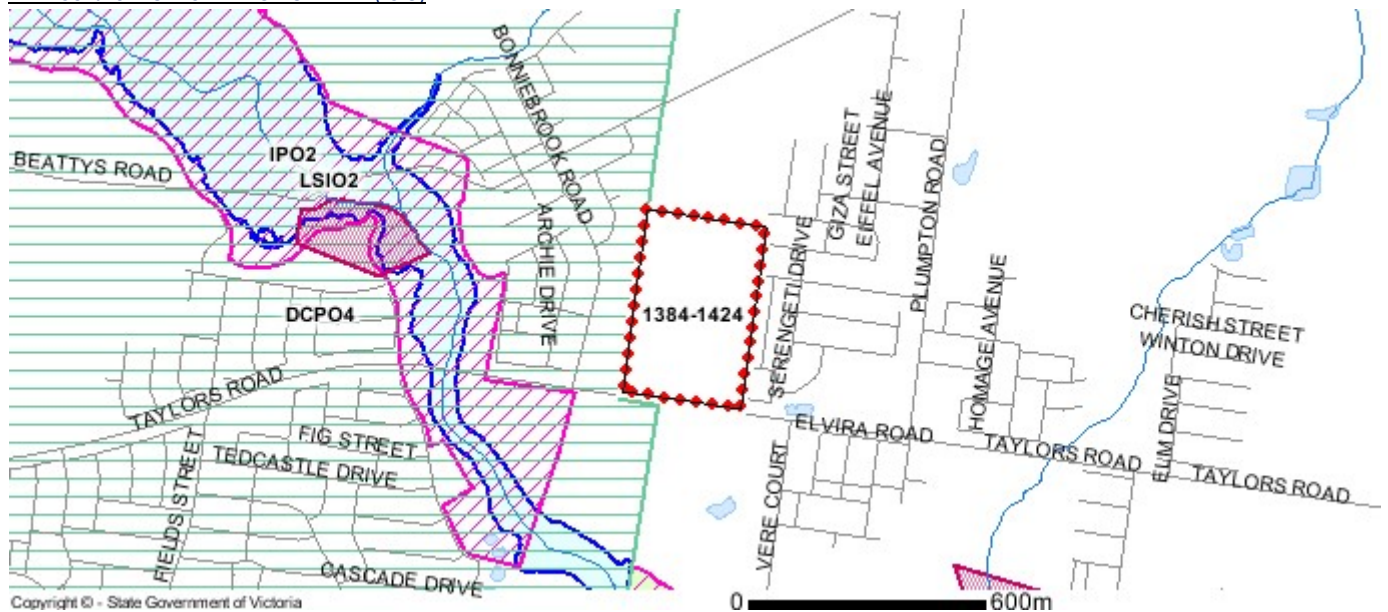
[CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

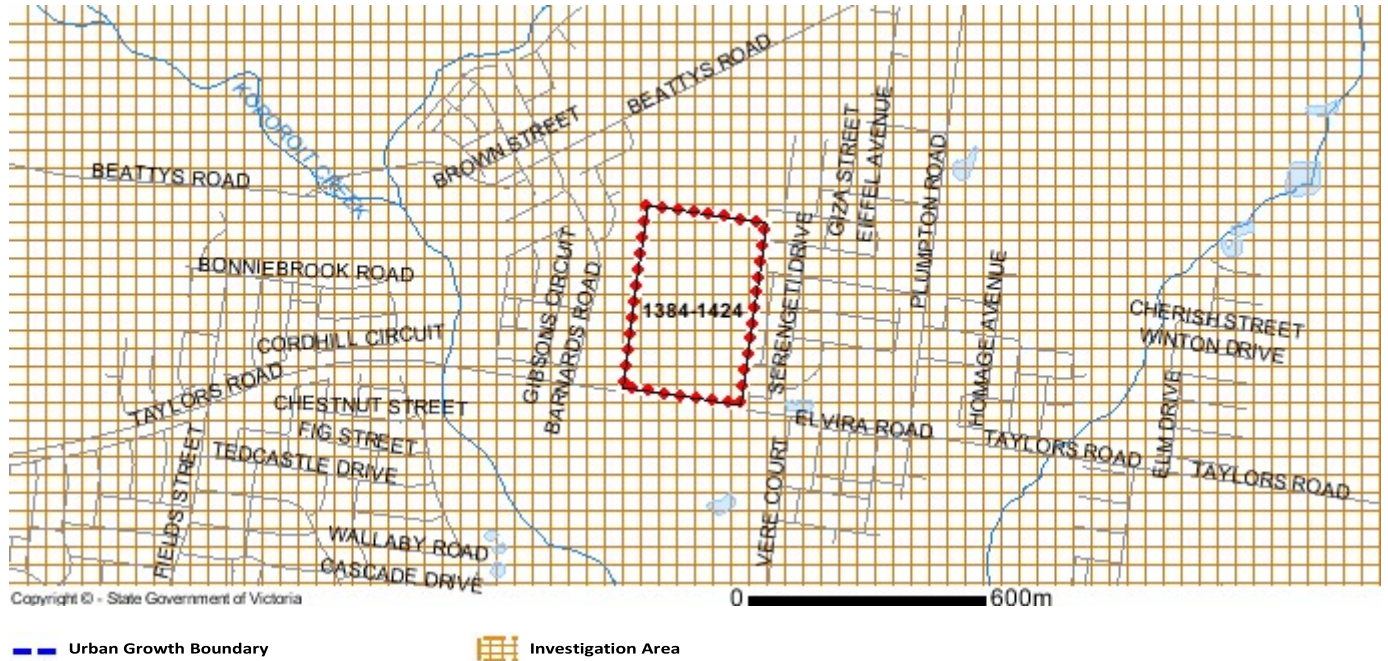
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



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

This land was included in an Investigation Area designated in 'Melbourne 2030: a planning update Melbourne @ 5 million'.

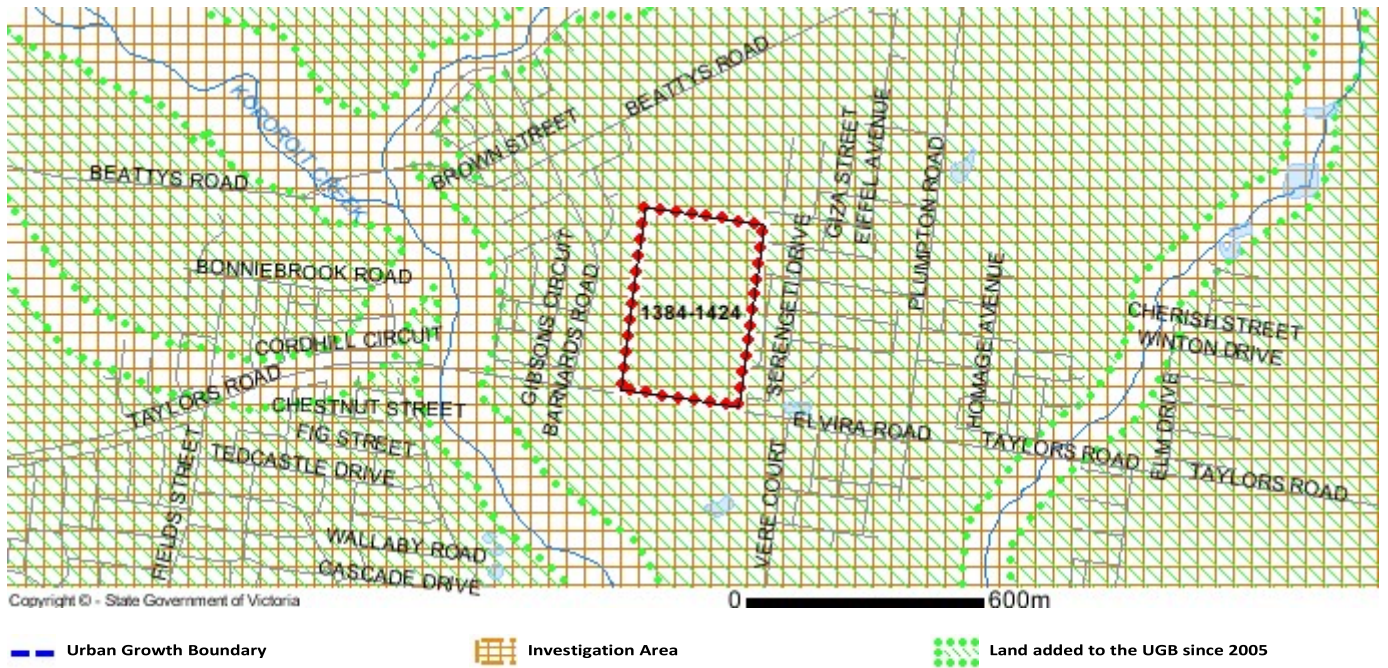
For more information about this project go to [Melbourne @ 5 million](#)



**Growth Area Infrastructure Contribution**

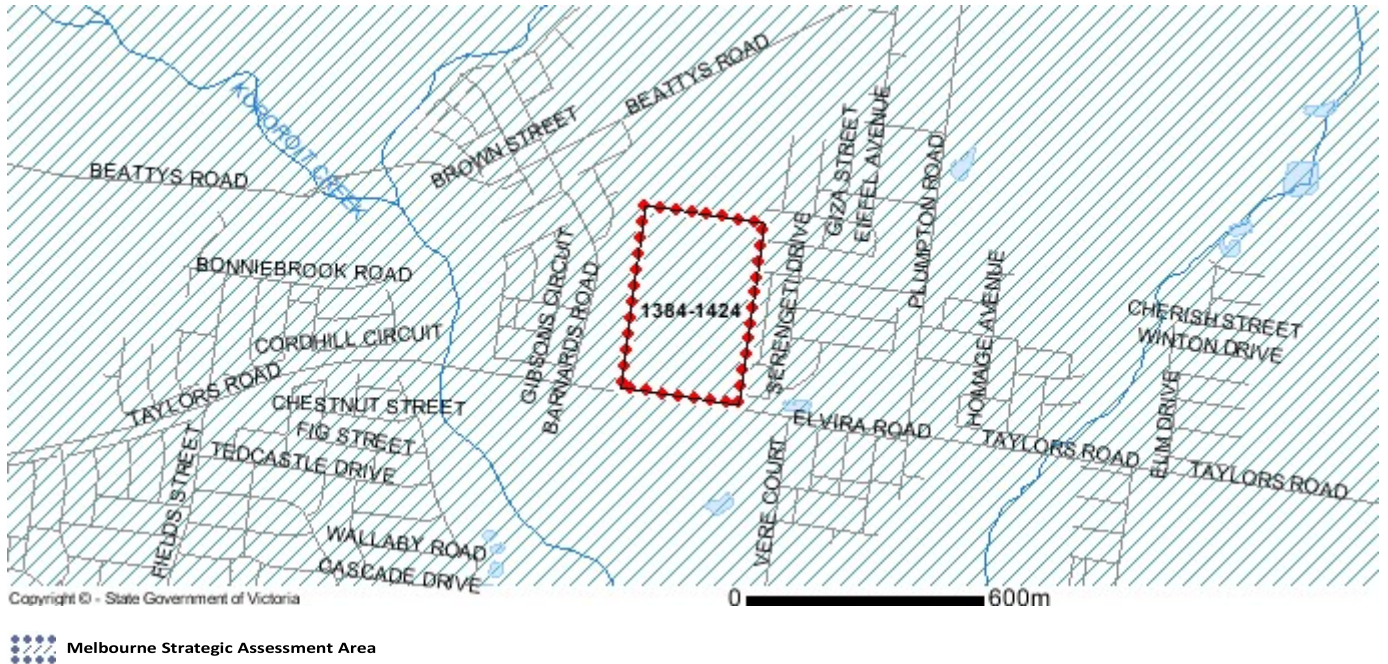
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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



The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details:

<https://nvm.delwp.vic.gov.au/BCS>



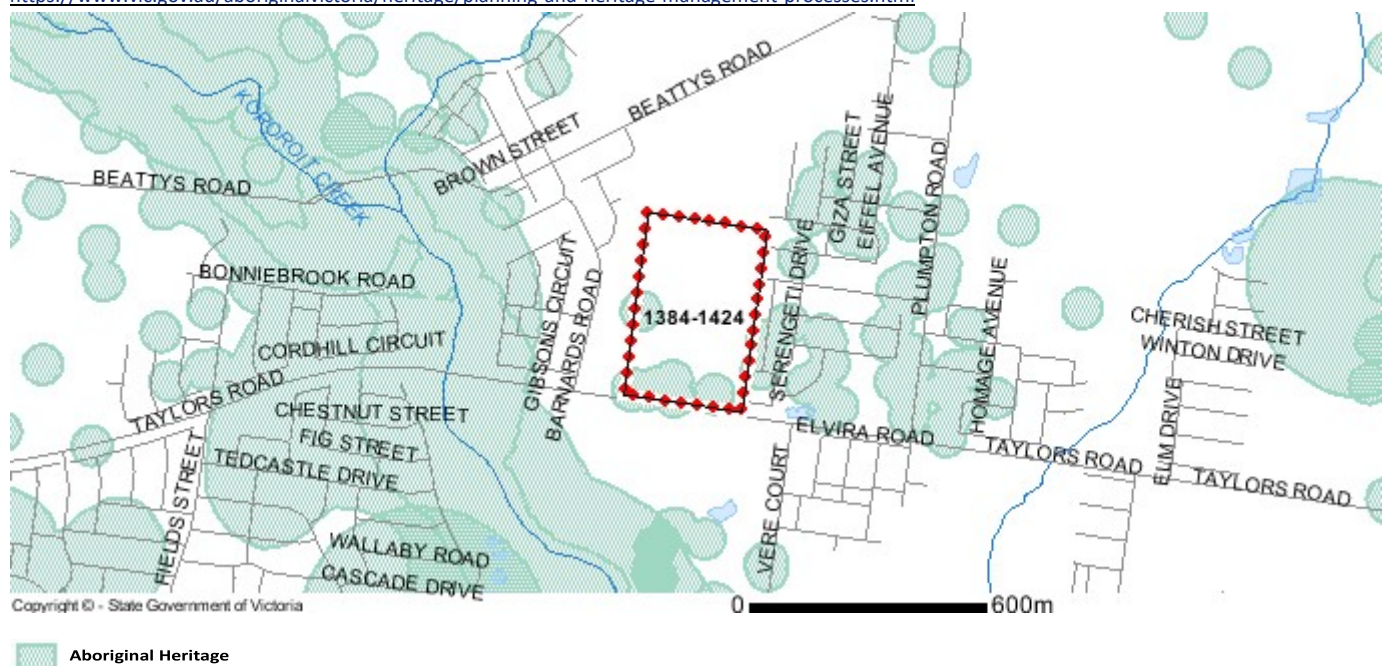
All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage. Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity. For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Planning scheme data last updated on 17 September 2020.

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>

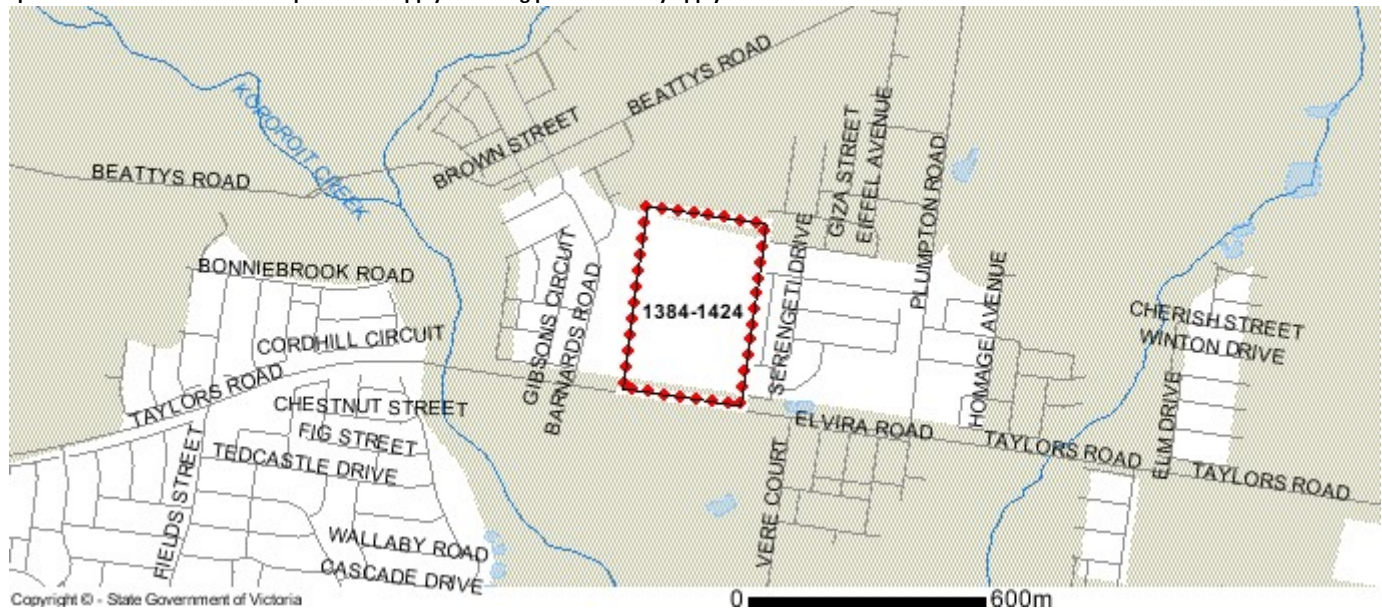
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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



This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



Copyright © - State Government of Victoria

Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

# LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

## Rates and Charges for period 1 July 2020 to 30 June 2021

Issue date: 22/09/2020

Your Reference: 40850689-018-5

Rate updates (03) 9747 7333

Assessment Number: 182972

Certificate No: 92876

### Applicant:

Landata  
DX 250639  
MELBOURNE 3000

### Property Location: 1384-1424 Taylors Road BONNIE BROOK 3335

Title: SEC: 18 V/F: 9157/638

Ward: CAMBRIDGE

Capital Improved Value: \$4,000,000 Site Value: \$3,875,000 Net Annual Value: \$200,000

Effective Date: 01/07/2020 Base Date: 01/01/2020

### 1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2020	\$10,330.00
Municipal Charge Date Levied 01/07/2020	\$150.00
Waste Service F Date Levied 01/07/2020	\$226.00
Residential FSPL Fixed Charge Date Levied 01/07/2020	\$113.00
Residential FSPL Variable Charge Date Levied 01/07/2020	\$216.00
<b>Current Rates Levied: \$11,035.00</b>	
Rate Arrears to 30/06/2020:	\$0.00
Interest to 15/03/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00

<b>Rates &amp; Charges Due:</b>	<b>\$11,035.00</b>
<b>Additional Monies Owed:</b>	
<b>Total Due:</b>	<b>\$11,035.00</b>

**Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.**

Interest will be charged on outstanding amounts after the due dates as set below;  
30 September, 30 November, 28 February and 31 May

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

### 2. OTHER INFORMATION:

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





Assessment Number: 182972      Certificate Number: 92876

.....  
**3. SPECIFIED FLOOD LEVEL:**

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

.....  
**4. SPECIAL NOTES:**

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

.....  
**5. IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

.....  
**6. NOTICE OF ACQUISITIONS:**

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

.....  
**7. SETTLEMENT PAYMENT VIA BPAY:**



**Biller code** 747998

**Reference Number** 182972

Min payment \$25    Cheque/Savings account only

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

Received the sum of \$27.54 being the fee for this certificate.

Authorised Officer



ABN 67 433 835 375  
 36 MACEDON ST, SUNBURY  
 PO BOX 2371, SUNBURY DC 3429

1300 650 422  
 www.westernwater.com.au  
 mail@westernwater.com.au



022

Partners Legal C/- InfoTrack (ActionStep)  
 Landata C/- VLRS Pty Ltd  
 Level 1 2 Lonsdale St  
 MELBOURNE VIC 3000

Your Ref: 40850689-028-4  
 Statement No: 112085  
 Service Req ID: 1118323  
 Property No: 16-2861-1200  
 Account No: 16-2861-1200-01-8  
 Date: 21-September-2020

## Information Statement

Water Act 1989, Section 158

*This Statement details all Tariffs, Charges and Penalties due and payable to Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2021 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.*

**Property Address: 1384-1424 TAYLORS RD, BONNIE BROOK VIC 3335**

**Title(s):** Lot 18, 292620, Crown Allotment 18, Section 18, Volume 9157, Folio 638, Parish of Kororoit

**Owner(s):**

---

Nguyen, Tan Buu  
 Dao, Thi Thanh Van

**Comments:**

---

There are no Comments applicable to this property

**Account Calculation:**

---

Charges Previously Billed:	\$0.00
<b>Current Charges (see over for details):</b>	<b>\$312.13</b>
<b>Total Amount Owing to 30-June-2021</b>	<b>\$312.13</b>

---

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

**Please email the Notice of Acquisition/Disposition to Western Water within 14 days of settlement.**

**Property No:** 16-2861-1200  
**Property Address:** 1384-1424 Taylors Rd, Bonnie Brook VIC 3335

**Current Charges for services provided and their tariffs:**

---

METERED SERVICE: 86874 (20mm) Meter Number: 16W056786

Water Service Fee: From 01/07/20 To 30/06/21 = 365 days @ 56.93¢ per day = \$207.81

Water Volume: Read \_\_\_\_\_ - Prev. Read 262 (02/05/20) = \_\_\_\_\_ kL

Water Volume Charged: \_\_\_\_\_ kL = \_\_\_\_\_ kL

Water Volume Charge(Step 1, 2019-20): \_\_\_\_\_ kL @ 185.80¢ per kL = \$\_\_\_\_\_

Water Volume Charge(Step 2, 2019-20): \_\_\_\_\_ kL @ 246.52¢ per kL = \$\_\_\_\_\_

Water Volume Charge(Step 3, 2019-20): \_\_\_\_\_ kL @ 377.86¢ per kL = \$\_\_\_\_\_

Water Volume Charge(Step 1, 2020-21): \_\_\_\_\_ kL @ 189.87¢ per kL = \$\_\_\_\_\_

Water Volume Charge(Step 2, 2020-21): \_\_\_\_\_ kL @ 251.92¢ per kL = \$\_\_\_\_\_

Water Volume Charge(Step 3, 2020-21): \_\_\_\_\_ kL @ 393.66¢ per kL = \$\_\_\_\_\_

Waterways Charge: From 01/07/20 To 30/06/21 = 365 days @ 28.58¢ per day = \$104.32

Sub Total = \$312.13

This property incurs the following charges, which for 1 July 2020 to 30 June 2021 are:

These charges should be adjusted at settlement.

Water Service Availability Charge of \$207.81 (Daily Rate: \$0.5693)

Melbourne Water - Waterways Charge of \$104.32 (Daily Rate: \$0.2858)

**Encumbrances and other information:**

---

Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

A water meter is connected at this property. Please note: (a) If there is a tenant at the property and they are being billed for water usage, then water usage is not a charge on the property. If the tenant is vacating or has already vacated please contact Western Water for a final meter reading. (b) If there is no tenant at the property, water usage is charged against the property and should be adjusted at the time of settlement. The purchasers representative should contact Western Water to arrange a special meter read. (c) A fee applies for special meter reads. Special meter reads are only conducted on Monday, Wednesday & Friday (excluding public holidays).

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Western Water supply. Visit [www.westernwater.com.au/PWSR](http://www.westernwater.com.au/PWSR) for more information.

Please note an annual Parks Charge may apply to this property. You should contact City West Water (Ph: 131 691) in the Melton region, or Yarra Valley Water (Ph: 1300 304 688) in the Sunbury region for further information.

**Disclaimer:**

---

Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Western Water 1300 650 422. This statement is valid for a period of 120 days from date of issue .



Graham Holt 21-Sep-2020  
General Manager, Customer & Community Relations

# Western Water

PO Box 2371  
Sunbury DC VIC 3429

**Electronic Payment Option:**  
Please make this payment via  
internet or phone banking.



**Biller Code: 757955**  
**Ref: 1628 6112 0001 8**

**Property No:** 16-2861-1200  
**Property Address:** 1384-1424 Taylors Rd, Bonnie Brook VIC 3335

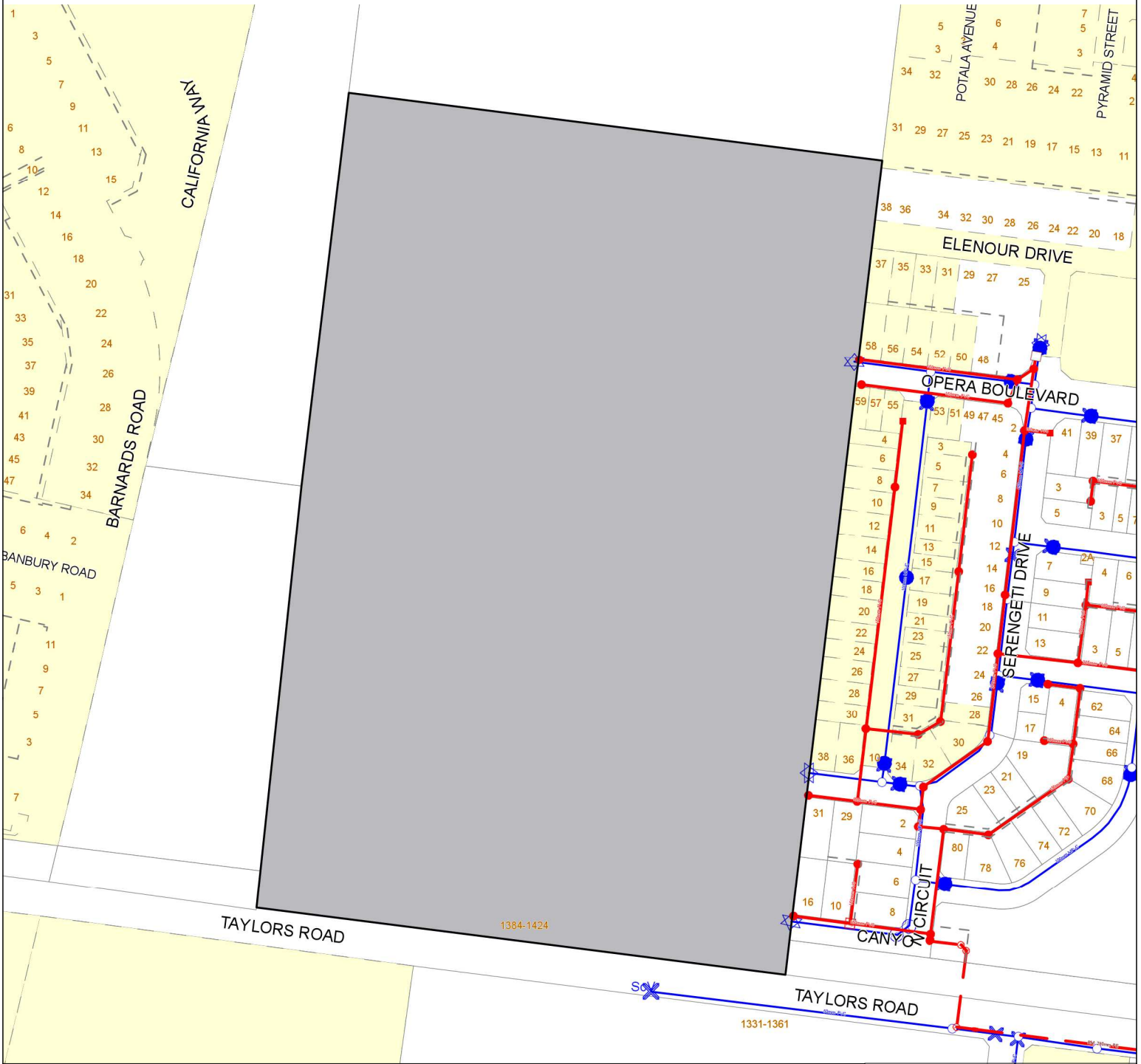
## Information Statement Remittance Page

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
16-2861-1200-01	Water Account	\$312.13	

**Total: \$312.13**

**\*\*\*\* Please return this page with your payment \*\*\*\***

# INFORMATION STATEMENT - PLAN OF ASSETS TRaversING LAND



Prop No. : 16-2861-1200  
 Address : 1384-1424 Taylors Road Bonnie Brook VIC 3335  
 Scale : 3158  
 Printed on: 21-09-2020

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



Western Water  
 36 Macedon Street  
 PO Box 2371  
 Sunbury DC  
 VIC 3429

Ph: 03 9218 5422  
 Fax: 03 9218 5444

### Water Legend

Water main		Air Valve	
Junction		Hydrant	
End of Line		Fire Plug	
Swab Point		Pres Reducing Valve	
Non Return Valve		Reducer	
		Valve	
<b>Other</b>			
Recycled water main			
Easement			

### Sewer Legend

Sewer main	
Sewer rising main	
Standard manhole	
Inspection shaft	
Air valve	
Stop Valve	
End of Line	
Selected Parcels	
Registered Parcels	
Proposed Parcels	





# Catchment and Land Protection (Section 90)

**Partners Legal C/- InfoTrack (ActionStep)**  
135 King Street  
SYDNEY 2000

## CERTIFICATE

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

YOUR REF: 392663

CERTIFICATE NO: **40850689**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**1384-1424 Taylors Road, Bonnie Brook**

PROPERTY DESCRIPTION:

Lot/Plan:

Crown Description:

Volume/Folio:

Directory Reference:

**CA 18 Section 18 Parish of Kororoit**

**9157/638**

**355 F4, 355 E5, 355 E4**

- |  |            |
|--|------------|
| 1. A regional catchment strategy applies to the land.            | <b>YES</b> |
| 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         |

**By Authority**

**Secretary to the Department of Environment, Land, Water & Planning**

**DATED: 18/09/2020**

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Partners Legal

CERTIFICATE NO:  
**40850689**

PROPERTY ADDRESS:  
**1384-1424 TAYLORS ROAD BONNIE BROOK**

PARCEL DESCRIPTION:  
**Allotment 18 Section 18 Kororoit**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Heritage Officer (Registry)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

**DATED: 29 September 2020**

*Note: This Certificate is valid at the date of issue.*

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

27788

### SECTION 1 – Applicant Information

Name of applicant:

- Dalton Kealey

Organisation:

InfoTrack

Postal address:

Level 5 - 459 Collins Street

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

206790: Master File for 1384 T

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

Crown References:

CA 18, S 18, Parish of Kororoit

Title References (Volume / Folio) :

9157/638

Street Address:

1384-1424 TAYLORS ROAD, BONNIE BROOK 3335

Other description:

Order ID 72656104

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

*Please see attached Aboriginal Place report.*

Yes

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

Yes

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 21/Sep/2020



Oona Phillips  
Senior Heritage Registrar  
Aboriginal Victoria

**SECTION 4 – Terms & Conditions****Terminology**

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

**Advice provided from the Register**

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

**Specific conditions of advice provided from the Register for an application under s.147**

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

**Use of information**

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

**Documents to be lodged with Registrar**

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

**Acknowledgment of source of Information**

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

**Copyright**

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

**Disclaimer**

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

**Indemnity**

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

**Governing Law**

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

**Third Party Disclosure**

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

**Areas of Cultural Heritage Sensitivity**

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>

**1384-1424 TAYLORS ROAD, BONNIE BROOK 3335 Report**  
**Registered Aboriginal Heritage Places**

<b>Place Number</b>	<b>Name</b>	<b>Component Number</b>	<b>Type</b>
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-1	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-2	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-3	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-4	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-5	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-6	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-7	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-8	Low Density Artefact Distribution
7822-4329	1384-1424 Taylors Road LDAD	7822-4329-9	Low Density Artefact Distribution

**Total Components**                    **9**  
**Total Registered Places**            **1**

# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / PARTNERS LEGAL

<b>Your Reference:</b>	206790: MASTER FILE FOR 13
<b>Certificate No:</b>	40015039
<b>Issue Date:</b>	23 SEP 2020
<b>Enquiries:</b>	AXT8

**Land Address:** 1384 -1424 TAYLORS ROAD BONNIE BROOK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25806334			9157	638	\$0.00

**Vendor:** T NGUYEN  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS THI THANH VAN DAO	2020	\$3,875,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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

<b>CAPITAL IMP VALUE:</b>	\$4,000,000
<b>SITE VALUE:</b>	\$3,875,000
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 40015039

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1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$44,662.50

Taxable Value = \$3,875,000

Calculated as \$24,975 plus ( \$3,875,000 - \$3,000,000) multiplied by 2.250 cents.

---

## Land Tax Clearance Certificate - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 40015039

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 40015039

**Visa or Mastercard.**

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

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



Your ref: PIR 9408

22 September 2020

Landata  
2 Lonsdale Street  
MELBOURNE VIC 3000

Email: [landata.online@victorianlrs.com.au](mailto:landata.online@victorianlrs.com.au)

**PROPERTY INFORMATION CERTIFICATE** - Pursuant to Regulation 51(1) & (2)

<b>Address:</b>	1384-1424 Taylors Road, BONNIE BROOK		
<b>PS/LP:</b>	Section 18	<b>Lot:</b>	Allotment 18
<b>Volume:</b>	9157	<b>Folio:</b>	638

**Regulation 51(1)**, Building Regulations 2018

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

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

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number	Date:
NIL					

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

Statement Details:	Issue Date:	Description:
NIL		

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

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

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where everyone belongs

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

DX 33005 Melton  
ABN 22 862 073 889

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





**Regulation 51 (2), Building Regulations 2018**

Any person may request the Relevant Council in respect of any building or land details as to whether the building or land is in an area:-

PROPERTY INFORMATION	YES/NO
Liable to flooding pursuant to regulation 5(2)	NO
Likely to be subject to attack by termites under regulation 150	NO
Liable to significant snowfalls under regulation 152	NO
Of designated land pursuant to regulation 154	NO
For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 155	NO
<b>Subject to the Community Infrastructure Levy (CIL) in accordance with Section 24(5) of the <i>Building Act 1993</i> and under Part 3B of the <i>Planning and Environment Act 1987</i>, payable upon application for a Building Permit for a dwelling.</b>	NO
<b><i>*For further information regarding the CIL, contact Council's Major Development Unit on 9747 7200</i></b>	

**PLEASE NOTE:**

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

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

Yours faithfully

*Lauren Webster for*  
**Craig Fletcher**  
**Municipal Building Surveyor**  
**Melton City Council**



Your ref: PIR 9408

22 September 2020

**Landata**  
2 Lonsdale Street  
MELBOURNE VIC 3000

Email: [landata.online@victorianlrs.com.au](mailto:landata.online@victorianlrs.com.au)

**PROPERTY INFORMATION CERTIFICATE** - Pursuant to Regulation 51(1) & (2)

<b>Address:</b>	<b>1384-1424 Taylors Road, BONNIE BROOK</b>		
<b>PS/LP:</b>	<b>Section 18</b>	<b>Lot:</b>	<b>Allotment 18</b>
<b>Volume:</b>	<b>9157</b>	<b>Folio:</b>	<b>638</b>

**Regulation 51(1)**, Building Regulations 2018

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

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

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number	Date:
NIL					

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

Statement Details:	Issue Date:	Description:
NIL		

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

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

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☎ 03 9747 7200  
✉ [csu@melton.vic.gov.au](mailto:csu@melton.vic.gov.au)  
🌐 [melton.vic.gov.au](http://melton.vic.gov.au)  
📍 [cityofmelton](https://www.facebook.com/cityofmelton)



**Regulation 51 (2), Building Regulations 2018**

Any person may request the Relevant Council in respect of any building or land details as to whether the building or land is in an area:-

PROPERTY INFORMATION	YES/NO
Liable to flooding pursuant to regulation 5(2)	NO
Likely to be subject to attack by termites under regulation 150	NO
Liable to significant snowfalls under regulation 152	NO
Of designated land pursuant to regulation 154	NO
For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 155	NO
<b>Subject to the Community Infrastructure Levy (CIL) in accordance with Section 24(5) of the <i>Building Act 1993</i> and under Part 3B of the <i>Planning and Environment Act 1987</i>, payable upon application for a Building Permit for a dwelling.</b>	NO
<b><i>*For further information regarding the CIL, contact Council's Major Development Unit on 9747 7200</i></b>	

**PLEASE NOTE:**

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

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

Yours faithfully

*Lauren Webster for*  
**Craig Fletcher**  
**Municipal Building Surveyor**  
**Melton City Council**

# Extract of EPA Priority Site Register

Page 1 of 2



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

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 1384-1424 TAYLORS ROAD  
SUBURB: BONNIE BROOK  
MUNICIPALITY: MELTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 355 Reference F4  
Melways 40th Edition, Street Directory, Map 355 Reference E5  
Melways 40th Edition, Street Directory, Map 355 Reference E4

DATE OF SEARCH: 18th September 2020

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated 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 many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority

[Extract of Priority Sites Register] # 40850689 - 40850689111043  
'392663'



## Extract of EPA Priority Site Register

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

Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria  
GPO Box 4395 Melbourne Victoria 3001  
Tel: 1300 372 842

**LOTSEARCH REFERENCE**  
LS014955 ER

**DATE OF REPORT**  
18 Sep 2020 13:43:33

**CLIENT ID**  
72656106

**ADDRESS**  
1384-1424 Taylors Road, Bonnie  
Brook, VIC 3335

**LAND AREA**  
140823m<sup>2</sup>

**COUNCIL**  
Melton City Council



**LOTSEARCH**  
ENVIRONMENTAL

**LOT/PLAN**  
Lot 18-18, PP2827

**Disclaimer:**

The purpose of this report is to provide an overview of some of the site history and environmental risk information available, affecting the site as defined by the boundary shown on the site serial plan (page 3) and maps within this report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order form rather than any address supplied in the order form.

You accept that Lotsearch may omit some of the lot and plan information supplied in the order form to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

The detailed terms applicable to the use of this report are set out at the end of this report.

Whilst Lotsearch believes Third Party Content to be reliable and has made every effort to map data from the Third Party Content in this report as accurately as possible, some feature boundaries have been inferred from Third Party Content.



## Contaminated Land Search

### Data Summary

This report provides information collated from Environment Protection Authority registers and datasets that relate to your site or the surrounding area.



#### EPA Contaminated Land

No: No records from the EPA priority sites register or other remedial notices have been identified within the surrounding area (100m)



#### EPA Audits and Groundwater Restrictions

No: No EPA environmental audits or groundwater quality restricted use zones have been identified within the surrounding area (100m)



#### PFAS Investigation & Management

No: No records from a PFAS investigation or management program have been identified within the surrounding area (100m)



#### EPA Licences and Works Approvals

No: No records from the EPA licence or works approvals datasets have been identified within the surrounding area (100m)



#### EPA Landfill and Waste

No: No records from the EPA Landfill register or Prescribed Industrial Waste dataset have been identified within the surrounding area (100m)

LOTSEARCH REFERENCE  
LS014955 ER

REPORT DATE  
18 Sep 2020 13:43:33

CLIENT ID  
72656106

ADDRESS  
1384-1424 Taylors Road, Bonnie Brook,  
VIC 3335

AREA  
140823m<sup>2</sup>

COUNCIL  
Melton City Council

LOT/PLAN  
Lot 18~18, PP2927

CUSTOMER SUPPORT  
support@lotsearch.com.au  
+61 (02) 8287 0680  
lotsearch.com.au

## Site Aerial Image 2020

1384-1424 Taylors Road, Bonnie Brook, VIC 3335





## Section 1: EPA Priority Sites & Pollution Notices

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### Current EPA Priority Sites Register

Sites on the current EPA priority sites register that exist within the dataset buffer:

Map Id	Notice No	Address	Suburb	Issue	Location Confidence	Dist (m)	Dir
N/A	No records in buffer						

Priority Sites Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

## Section 1: EPA Priority Sites & Pollution Notices

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### Former EPA Priority Sites & Other Pollution Notices

Sites within the dataset buffer that have been issued a Pollution Notice:

**Note.** Due to pollution notices being revoked and removed from published lists this is not an exhaustive list of all past pollution notices.

Map Id	Notice No	Notice Type	Company	Address	Suburb	Status	Issue	Date Issued	Loc Conf	Dist (m)	Dir
N/A	No records in buffer										

Pollution Notice Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

## Section 2: EPA Environmental Audit Reports & GQRUZ

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### EPA Environmental Audit Reports

EPA environmental audit records that exist within the dataset buffer:

Note. Please click on CARMS No. to activate a hyperlink to online documentation. If link does not work, documentation may still be accessible via the EPA Interaction Portal.

Map Id	CARMS No	Transaction No	Site	Address	Suburb	Date Completed	Location Confidence	Dist (m)	Dir
N/A	No records in buffer								

Environmental Audit Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

## Section 2: EPA Environmental Audit Reports & GQRUZ

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### EPA Groundwater Quality Restricted Use Zones

EPA GQRUZ records that exist within the dataset buffer:

Note. Please click on CARMS No. to activate a hyperlink to online documentation.

Map Id	CARMS No	EPA id	Site History	Site Address	Restricted Uses	Status	Location Confidence	Dist (m)	Dir
N/A	No records in buffer								

Environmental GQRUZ Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

## Section 3: PFAS Investigation & Management Programs

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### EPA PFAS Site Investigations

Sites being investigated by the EPA for PFAS contamination within the dataset buffer:

Map Id	Site Name	Address	Location Confidence	Distance (m)	Direction
N/A	No records in buffer				

EPA PFAS Site Investigations Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

### Defence PFAS Investigation & Management Program - Investigation Sites

Sites being investigated by the Department of Defence for PFAS contamination within the dataset buffer:

Map Id	Base Name	Address	Location Confidence	Distance (m)	Direction
N/A	No records in buffer				

Defence PFAS Investigation & Management Program Data Custodian: Department of Defence, Australian Government. Data collated via the EPA website.

### Defence PFAS Investigation & Management Program - Management Sites

Sites being managed by the Department of Defence for PFAS contamination within the dataset buffer:

Map Id	Base Name	Address	Location Confidence	Distance (m)	Direction
N/A	No records in buffer				

Defence PFAS Investigation & Management Program Data Custodian: Department of Defence, Australian Government. Data collated via the EPA website.

### Airservices Australia National PFAS Management Program

Sites being investigated or managed by Airservices Australia for PFAS contamination within the dataset buffer:

Map Id	Site Name	Impacts	Location Confidence	Dist (m)	Dir
N/A	No records in buffer				

Airservices Australia National PFAS Management Program Data Custodian: Airservices Australia. Data collated via the EPA website.

## Section 4: EPA Licensed Activities & Work Approvals

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### Current EPA Licensed Activities

Current EPA licensed activities that exist within the dataset buffer:

Map Id	Trans No	Licence No	Licence Type	Organisation	Premise Ref	Premise Address 1	Premise Address 2	Activities	Loc Conf	Dist (m)	Dir
N/A	No records in buffer										

Licensed Activity Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

### Former EPA Licensed Activities

Former EPA licensed activities that exist within the dataset buffer:

Map Id	Licence No	Organisation	Premise Address	Suburb	Activities	Loc Conf	Dist (m)	Dir
N/A	No records in buffer							

Former Licensed Activity Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

## Section 4: EPA Licensed Activities & Work Approvals

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### EPA Works Approvals

EPA works approvals that exist within the dataset buffer:

Map Id	Transaction No	Status	Approval No	Organization	Premise Address	Suburb	Scheduled Categories	Loc Conf	Dist (m)	Dir
N/A	No records in buffer									

Works Approvals Data Custodian: State Government Victoria - Environment Protection Authority (EPA)

## Section 5: EPA Landfill Register & Prescribed Industrial Waste

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

### EPA Victorian Landfill Register

EPA Victorian Landfill Register sites within the dataset buffer:

Map Id	Landfill Register No.	Landfill Name	Address	Additional Address Info	Operating Status	Est. Year Of Closure	Waste type	Loc Conf	Dist (m)	Dir
N/A	No records in buffer									

EPA Victorian Landfill Register Data Source: State Government Victoria - Environment Protection Authority (EPA)

### EPA Prescribed Industrial Waste

EPA Prescribed Industrial Waste treaters, disposers and permitted transporters within the dataset buffer:

Map Id	Company Name	Address	Suburb	Treater/ Disposal	Transport	Aooredited Agent	EPA List Status	Loc Conf	Dist (m)	Dir
N/A	No records in buffer									

Prescribed Industrial Waste Data Source: State Government Victoria - Environment Protection Authority (EPA)



## Environmental Data Summary Table

The table below highlights how many features from the following datasets appear on-site, within 50m of the site or beyond 50m in the surrounding area.

Datasets	Onsite	Adjacent (< 50m from site boundary)	Surrounding Area (>50m to Dataset Buffer)	Dataset Buffer (m)
<b>Section 1: EPA Priority Sites &amp; Pollution Notices</b>				
Current EPA Priority Sites	0	0	0	100
Former EPA Priority Sites & other Remedial Notices	0	0	0	100
<b>Section 2: EPA Environmental Audit Reports &amp; Groundwater Quality Restricted Use Zones</b>				
EPA Environmental Audit Reports	0	0	0	100
EPA Groundwater Zones with Restricted Uses	0	0	0	100
<b>Section 3: PFAS Investigation &amp; Management Programs</b>				
EPA PFAS Site Investigations	0	0	0	100
Defence PFAS Investigation & Management Program - Investigation Sites	0	0	0	100
Defence PFAS Investigation & Management Program - Management Sites	0	0	0	100
Airservices Australia National PFAS Management Program	0	0	0	100
<b>Section 4: EPA Licensed Activities &amp; Work Approvals</b>				
Current EPA Licensed Activities	0	0	0	100
Former EPA Licensed Activities	0	0	0	100
EPA Works Approvals	0	0	0	100
<b>Section 5: EPA Landfill Register &amp; Prescribed Industrial Waste</b>				
EPA Victorian Landfill Register	0	0	0	100
EPA Prescribed Industrial Waste	0	0	0	100

## Location Confidences

Where Lotsearch has mapped data records based on a supplied address or location, a location confidence has been assigned to the data record. This provides an indication of the positional accuracy of the record. The following confidences are used under the heading 'Location Confidence' or 'Loc Conf':

Location Confidence	Description
Premise Match	This indicates the record has been mapped to a specific address or premise.
Road Intersection	This indicates the record has been mapped to the intersection of two or more roads. The supplied data may specify an address such as 'corner of x and y roads'. Alternatively, Lotsearch may not be able to determine which side of an intersection an address should be assigned.
Road Match	This indicates the record has been mapped to a specific road. The supplied data may not provide an address number, or Lotsearch may not be able to determine a specific building or premise from the supplied address.
General Area / Suburb Match	Lotsearch has not been able to determine a specific building or road from the supplied address, but they have been able to map it to a general area or suburb.
Network of Features	This indicates the record has been mapped to a network of features, for example a rail network.
Buffered Point	This indicates that the record was supplied with specific point coordinates, and Lotsearch has buffered this point to create a polygon area.

## Dataset Listing Table

1384-1424 Taylors Road, Bonnie Brook, VIC 3335

Datasets contained within this report, detailing their source and data currency:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Current EPA Priority Sites	Environment Protection Authority (Vic)	31/08/2020	31/07/2020	Monthly
Former EPA Priority Sites & other Remedial Notices	Environment Protection Authority (Vic)	04/11/2019	04/11/2019	Monthly
EPA Environmental Audit Reports	Environment Protection Authority (Vic)	28/08/2020	28/08/2020	Monthly
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority (Vic)	28/08/2020	28/08/2020	Monthly
EPA PFAS Site Investigations	Environment Protection Authority (Vic)	03/08/2020	10/10/2019	Monthly
Defence PFAS Investigation & Management Program - Investigation Sites	Department of Defence	14/09/2020	14/09/2020	Monthly
Defence PFAS Investigation & Management Program - Management Sites	Department of Defence	14/09/2020	14/09/2020	Monthly
Airservices Australia National PFAS Management Program	Airservices Australia	28/08/2020	28/08/2020	Monthly
Current EPA Licensed Activities	Environment Protection Authority (Vic)	28/08/2020	28/08/2020	Monthly
Former EPA Licensed Activities	Environment Protection Authority (Vic)	28/08/2020	28/08/2020	Monthly
EPA Works Approvals	Environment Protection Authority (Vic)	31/08/2020	31/08/2020	Monthly
EPA Victorian Landfill Register	Environment Protection Authority (Vic)	15/07/2020	15/07/2020	Quarterly
EPA Prescribed Industrial Waste	Environment Protection Authority (Vic)	12/08/2020	12/08/2020	Quarterly
Property Boundaries & Roads	State Government Victoria - Department of Environment, Land, Water & Planning	12/08/2020	12/08/2020	Monthly

### Useful Contacts

#### Lotsearch Pty Ltd

[www.lotsearch.com.au](http://www.lotsearch.com.au)  
support@lotsearch.com.au  
(02) 82670680

#### Victorian Environment Protection Authority (EPA)

[www.epa.vic.gov.au](http://www.epa.vic.gov.au)  
contact@epa.vic.gov.au  
1300 372 842

#### Melton City Council

<http://www.melton.vic.gov.au>  
csu@melton.vic.gov.au  
(03) 9747 7200

## USE OF REPORT - APPLICABLE TERMS

For Purchasers of EPA Register & Data Search reports, please refer to Lotsearch's Terms and Conditions provided at the point of sale. For End Users of the EPA Register & Data Search reports, please refer to the Applicable Terms below.

The following terms apply to any person (End User) who is given the Report by the person who purchased the Report from Lotsearch Pty Ltd (ABN: 89 600 168 018) (Lotsearch) or who otherwise has access to the Report (Terms). The contract terms that apply between Lotsearch and the purchaser of the Report are specified in the order form pursuant to which the Report was ordered and the terms set out below are of no effect as between Lotsearch and the purchaser of the Report.

1. End User acknowledges and agrees that:
  - (a) The Report is to provide an overview of some of the site history and environmental risk information available, affecting the site as defined by the boundary shown on the site aerial plan (page 3) and maps within the Report (Property);
  - (b) Lotsearch has defined the Property by reference to lot and plan information supplied in the order form rather than any address supplied in the order form and Lotsearch may omit some of the lot and plan information supplied in the order form to identify the relevant Property for the Report;
  - (c) the Report is compiled from or using content (Third Party Content) which is comprised of:
    - (i) content provided to Lotsearch by third party content suppliers with whom Lotsearch has contractual arrangements or content which is freely available or methodologies licensed to Lotsearch by third parties with whom Lotsearch has contractual arrangements (Third Party Content Suppliers); and
    - (ii) content which is derived from content described in paragraph (i);
  - (d) neither Lotsearch nor Third Party Content Suppliers takes any responsibility for or give any warranty in relation to the accuracy or completeness of any Third Party Content included in the Report including any contaminated land assessment or other assessment included as part of a Report;
  - (e) the Third Party Content Suppliers do not constitute an exhaustive set of all repositories or sources of information available in relation to the property which is the subject of the Report and accordingly neither Lotsearch nor Third Party Content Suppliers gives any warranty in relation to the accuracy or completeness of the Third Party Content incorporated into the report including any contaminated land assessment or other assessment included as part of a Report;
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  - (g) Reports must be used or reproduced in their entirety and End User must not reproduce or make available to other persons only parts of the Report;
  - (h) Lotsearch has not undertaken any physical inspection of the property;
  - (i) neither Lotsearch nor Third Party Content Suppliers warrants that all land uses or features whether past or current are identified in the Report;
  - (j) the Report does not include any information relating to the actual state or condition of the Property;
  - (k) the Report should not be used or taken to indicate or exclude actual fitness or unfitness of Land or Property for any particular purpose;
  - (l) the Report should not be relied upon for determining saleability or value or making any other decisions in relation to the Property and in particular should not be taken to be a rating or assessment of the desirability or market value of the property or its features; and
  - (m) the End User should undertake its own inspections of the Land or Property to satisfy itself that there are no defects or failures.
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6. End User must not remove any copyright notices, trade marks, digital rights management information, other embedded information, disclaimers or limitations from the Report or authorise any person to do so.
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8. To the extent permitted by law and subject to paragraph 9 and 10, all implied terms, representations and warranties whether statutory or otherwise relating to the subject matter of these Terms other than as expressly set out in these Terms are excluded.
9. Subject to paragraph 10, Lotsearch excludes liability to End User for loss or damage of any kind, however caused, due to Lotsearch's negligence, breach of contract, breach of any law, in equity, under indemnities or otherwise, arising out of all acts, omissions and events whenever occurring.
10. Lotsearch acknowledges that if, under applicable State, Territory or Commonwealth law, End User is a consumer certain rights may be conferred on End User which cannot be excluded, restricted or modified. If that law applies to the supply of this Report, then, Customer is entitled to exercise its rights under that law but Lotsearch's liability is limited to the maximum extent permitted under applicable laws.
11. Subject to paragraph 10, neither Lotsearch nor the End User is liable to the other for:
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  - (b) any loss of profit, loss of revenue, loss of interest, loss of data, loss of goodwill or loss of business opportunities, business interruption arising directly or indirectly out of or in relation to the Report or these Terms,irrespective of how that liability arises including in contract or tort, liability under indemnity or for any other common law, equitable or statutory cause of action or otherwise.
12. These Terms are subject to New South Wales law.

# Growth Areas Infrastructure Contribution Certificate



**Certificate Id:** 11616

**Issue date:** 24 September 2020

## PART 1 – DETAILS OF APPLICANT

Partners Legal  
C/- Landata

## PART 2 - LAND DETAILS

**Land Address:** 1384-1424 Taylors Road  
Bonnie Brook 3335

### Details of Land Title:

Lot / Plan: Lot 1 / LP 292620  
Volume / Folio: 9157 / 638

**Municipality:** Melton  
Land Type: Type B1  
Land Area: 13.83 ha

## PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

Total GAIC that would be imposed if a GAIC event were to occur in respect of the land in this financial year is **\$1,630,142.10**.

## PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

## Notes to GAIC Certificate

### General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

### GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
  - has been deferred,
  - is subject to a staged payment approval,
  - is affected by a work-in-kind agreement, or
  - the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
  - A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

### GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website [www.sro.vic.gov.au](http://www.sro.vic.gov.au).

### Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

**This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997*.**

### For more information please contact:

<b>State Revenue Office – GAIC enquiries</b> <b>Mail</b> State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	<b>Internet</b> <a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a> <b>Email</b> <a href="mailto:gaic@sro.vic.gov.au">gaic@sro.vic.gov.au</a> <b>Phone</b> 13 21 61 (local call cost) <b>Fax</b> 03 9628 6856
<b>Victorian Planning Authority – GAIC enquiries</b> <b>Mail</b> Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	<b>Internet</b> <a href="http://www.vpa.vic.gov.au">www.vpa.vic.gov.au</a> <b>Email</b> <a href="mailto:info@vpa.vic.gov.au">info@vpa.vic.gov.au</a> <b>Phone</b> 03 9651 9600 <b>Fax</b> 03 9651 9623



# Department of Transport

**Landata  
GPO Box 527  
MELBOURNE VIC 3001**

Dear Enquirer

23/09/2020  
Our Ref: 114143

**REQUEST FOR PROPERTY INFORMATION  
YOUR REFERENCE: 40850689-016-1**

I refer to your request for information and fee payment received at the Sunshine office on 23/09/2020, concerning the property which is located at:

1384-1424 TAYLORS ROAD BONNIE BROOK  
MELTON SHIRE

As at this date the subject property described as above in your application is affected by a VicRoads approved proposal.

A Public Acquisition Overlay in the Melton Planning Scheme reserves part of the subject property for a public purpose. That reserved land is proposed to be acquired by VicRoads (Roads Corporation) for the future Outer Metropolitan Ring/E6 Transport Corridor.

The purpose of the Public Acquisition Overlay is also to ensure that changes to the use or development of the subject land do not prejudice the purpose for which the land is to be acquired.

The timing of the land acquisition and the construction of the Outer Metropolitan Ring/E6 Transport Corridor is subject to future consideration for project funding. There is currently no funded proposal to acquire the reserved land covered by the Public Acquisition Overlay.

Should you need to discuss possible loss on sale compensation under the Planning and Environment Act 1987, please contact Ms Franca Savoca, Acquisition Manager, by email at [franca.savoca@roads.vic.gov.au](mailto:franca.savoca@roads.vic.gov.au) during business hours Monday to Friday (excluding public holidays).

Should you need further general information about the proposed Outer Metropolitan Ring/E6 Transport Corridor and its effects on the subject property, please contact Ms Anastasia Sdrinis, Property Officer, on Tel: 9313 1389 or by email at [anastasia.sdrinis@roads.vic.gov.au](mailto:anastasia.sdrinis@roads.vic.gov.au) during business hours Monday to Friday (excluding public holidays).

More information -

VicRoads web site has further details about the proposed Outer Metropolitan Ring/E6 Transport Corridor. However, please note that references to the year 2020 as an indicative possible commencement date for construction are not up to date and that, at this time, it is considered unlikely that construction would commence before 2030.

<https://www.vicroads.vic.gov.au/planning-and-projects/melbourne-road-projects/outer-metropolitan-ring-e6-transport-corridor>

Clause 45.01 of the Victoria Planning Provisions contains more information about the Public Acquisition Overlays. [http://planningschemes.dpcd.vic.gov.au/schemes/vpps/45\\_01.pdf](http://planningschemes.dpcd.vic.gov.au/schemes/vpps/45_01.pdf)

You are also advised to check your local municipal Council planning scheme, including the land use zoning of the property and surrounding area to identify any relevant controls over land use and development.

Should you need to more accurately determine the location of boundaries of the Public Acquisition Overlay through the subject property, you may lodge a request together with a definitive plan of the property to the Senior Mapping Officer, Department of Environment, Land, Water and Planning by email - [planning.mappingservices@delwp.vic.gov.au](mailto:planning.mappingservices@delwp.vic.gov.au).

**Yours sincerely**

**Anastasia Sdrinis**

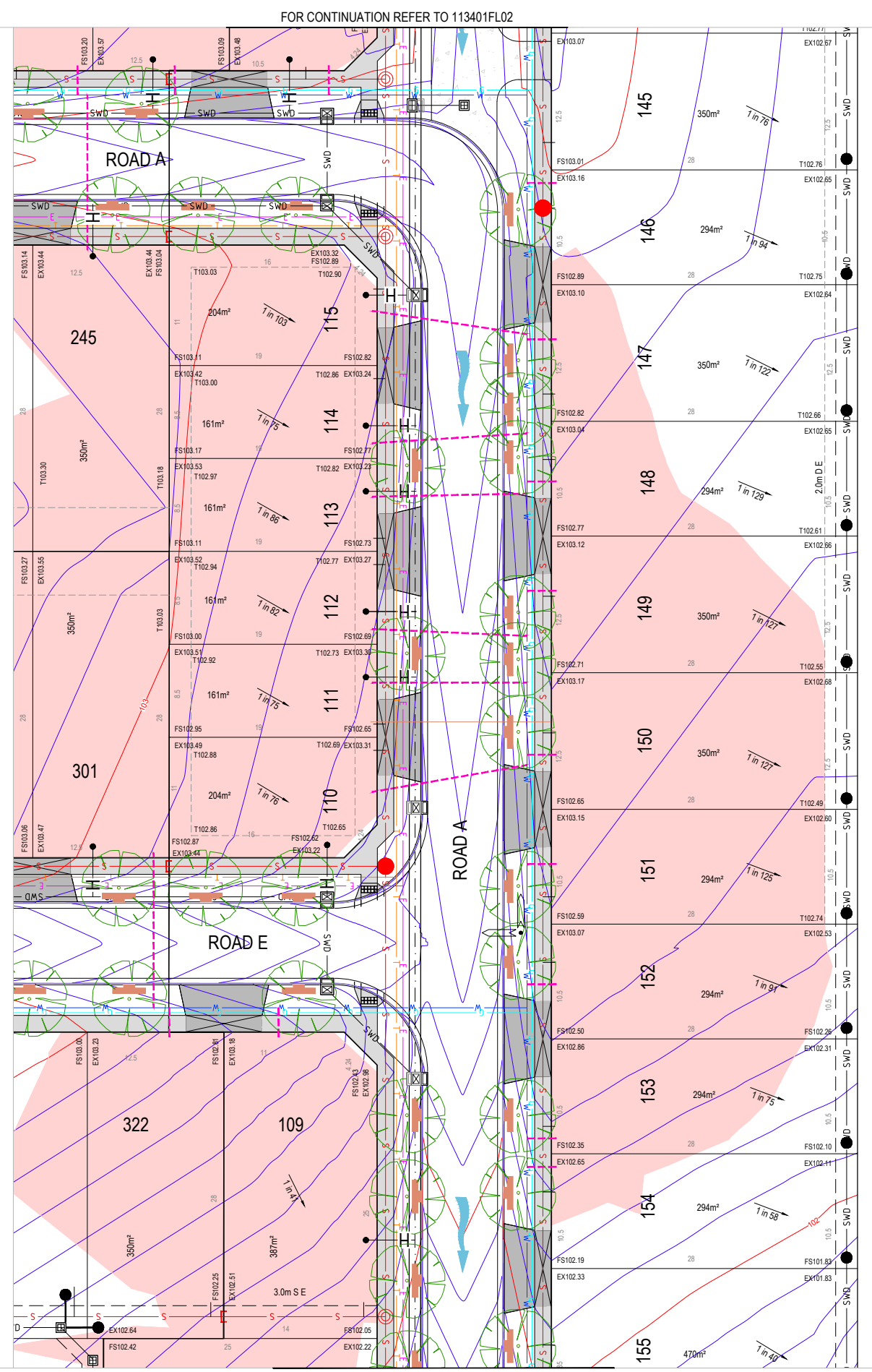
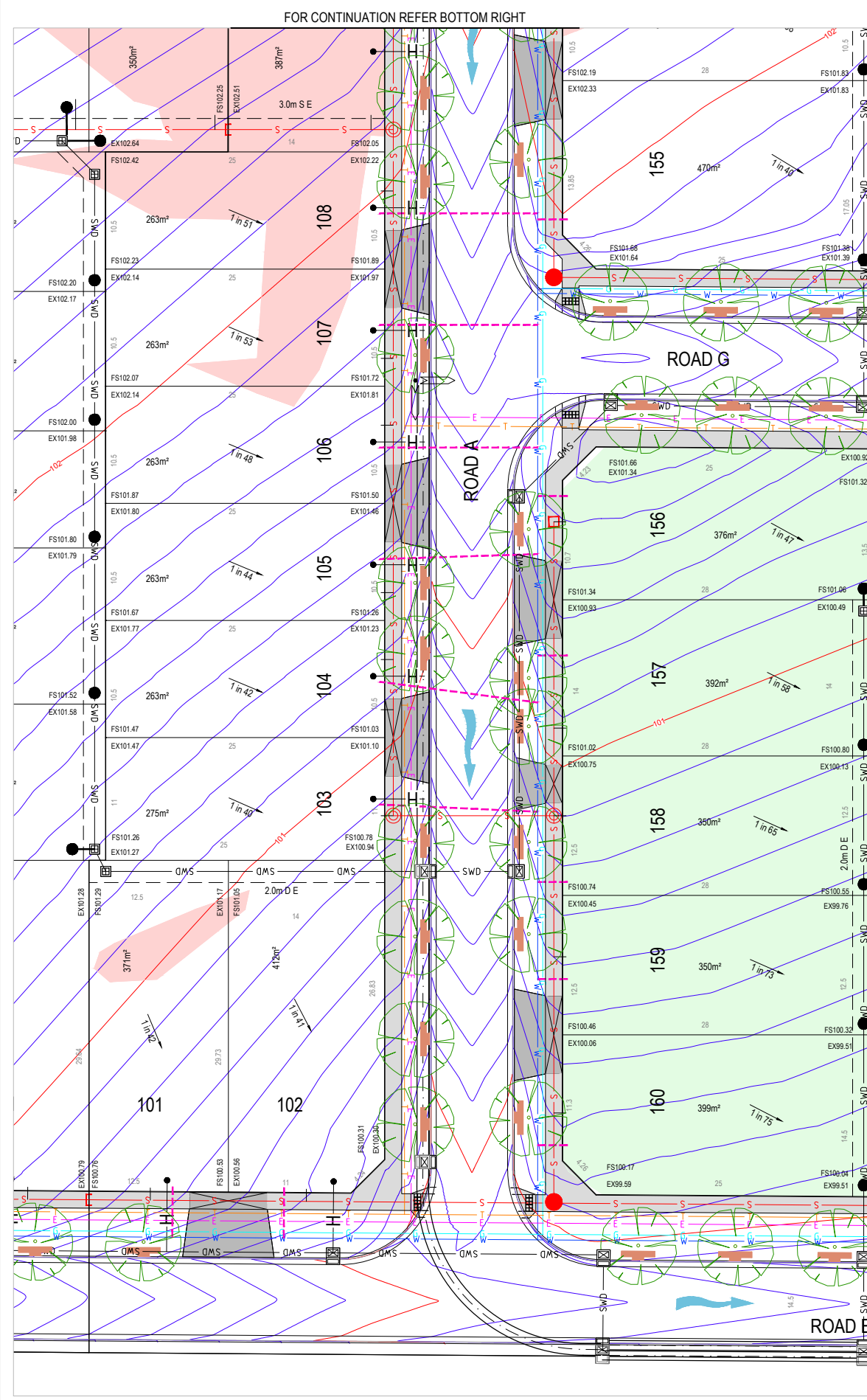
**Project Advice / Property Services**

**NORTH WEST-METRO SURFACE TRANSPORT**

**12 Clarke Street, Sunshine Victoria 3020**

**VicRoads is now part of the Department of Transport**





- LEGEND**
- EXISTING WATER MAIN
  - EXISTING RECYCLED WATER MAIN
  - EXISTING UNDERGROUND ELECTRICITY
  - EXISTING OVERHEAD ELEC & POLE
  - EXISTING TELSTRA & SERVICE PIT
  - EXISTING OPTIC FIBRE
  - EXISTING GAS MAIN
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  - EXISTING SEWER & MANHOLE
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  - EXISTING SURFACE LEVEL
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  - EXISTING PERMANENT SURVEY MARK
  - ROAD RESERVE
  - LOT BOUNDARY
  - EASEMENT
  - KERB & CHANNEL + TYPE
  - SAWCUT PAVEMENT
  - CONCRETE EDGE STRIP
  - LIMIT OF ROAD WORKS
  - ALLOTMENT NUMBER
  - ROAD CHAINAGE
  - ROAD CHAINAGE
  - SET-OUT POINT
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  - FINISHED SURFACE CONTOUR MAJOR
  - FINISHED SURFACE LEVEL
  - TOP OF BATTER LEVEL
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  - PROPOSED RECYCLED WATER MAIN
  - PROPOSED ELECTRICITY
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  - PROPOSED SEWER RISING MAIN
  - PROPOSED STORMWATER DRAIN & PIT
  - PROPOSED HOUSE DRAIN
  - PROPOSED DRAINAGE INLET
  - AUTHORITY DRAIN & PIT
  - PIT NUMBER
  - DRAINAGE OFFSET
  - PROPOSED FOOTPATH
  - PROPOSED DRIVEWAY
  - GAS & WATER CONDUIT
  - IRRIGATION CONDUIT
  - AG DRAIN CONDUIT
  - PROPOSED AG DRAIN & FLUSHER PIT
  - PROPOSED CATCH DRAIN
  - PROPOSED SWALE DRAIN
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  - PROPOSED PERMANENT SURVEY MARK
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  - PROPOSED LIGHT & POLE
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  - EXCAVATION GREATER THAN 200mm
  - FILLING GREATER THAN 200mm
  - CONCRETE PAVEMENT
  - ROCK BEACHING
  - CRUSHED ROCK TURNAROUND

REV.	AMENDMENTS	APPD	DATE
A	ISSUED TO CLIENT	M.MILLIER	13.05.2020

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 P.L.E. 11265, workspaces@ldeng.com.au, TEL: 03 9562 7424, 248PM2 DESIGN/01 DESIGN/ACAD/113401FL01.dwg, LAYOUT: FL-01 PLOTTED BY: Rajeev Singh, PLOT DATE: 13/05/2020 2:08 PM

**LDeng**  
 Land Development Engineering  
 Level 1, 1-5 Nantilla Road  
 Notting Hill, Vic 3116  
 Ph: 03 9562 7424  
 ldeng.com.au

PM	M. MILLIER
DESIGNED	12.05.2020
CHECKED	12.05.2020
AUTHORISED	12.05.2020
MILLIER	
MELB/MS	353 G4
STATUS	PS#####

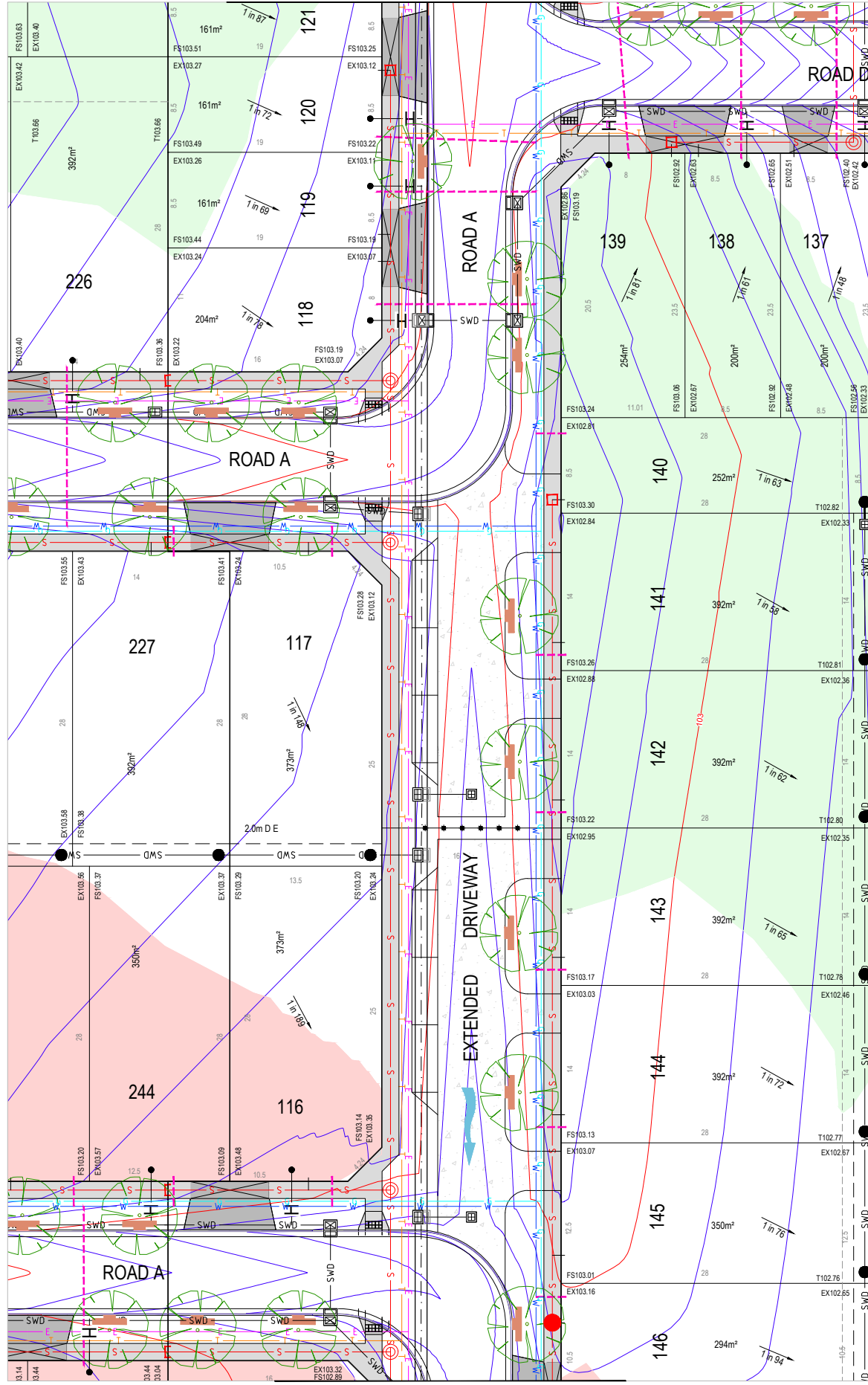
**TAYLORS RD (1384-1424)**  
**OVERALL**  
 CITY OF MELTON  
 FINISHED SURFACE PLAN - 1

PRELIMINARY 113401FL01

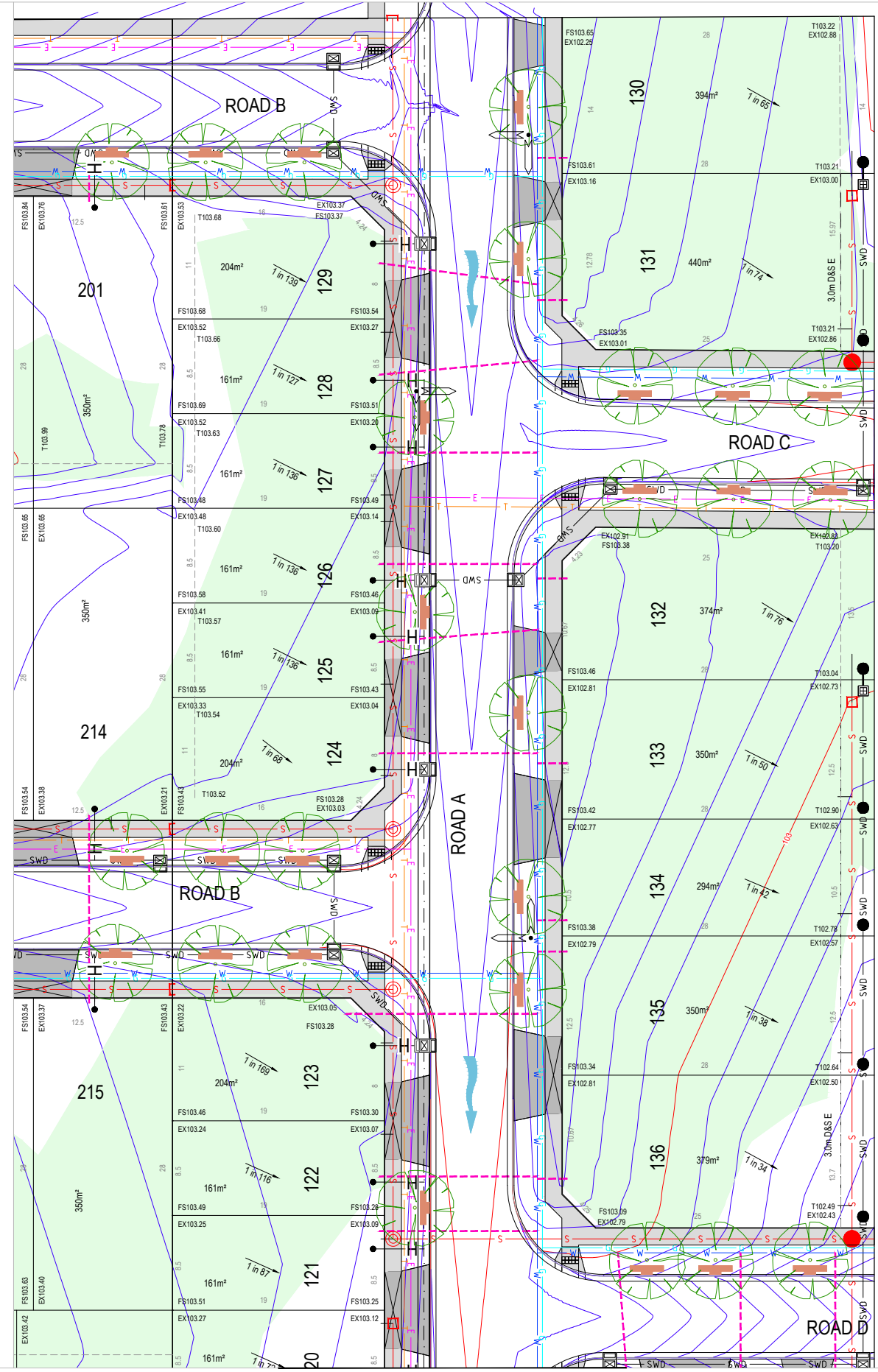
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SHEET NO. 1 OF 2  
 REV. A

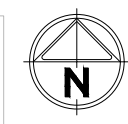
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REV.	ISSUED TO CLIENT	M.MILLIER	13.05.2020
A	ISSUED TO CLIENT	M.MILLIER	13.05.2020
	AMENDMENTS	APPD	DATE

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**LDeng**  
 Land Development Engineering  
 Level 1, 1-5 Nantilla Road  
 Notting Hill, Vic 3168  
 Ph: 03 9562 7424  
 ldeng.com.au

PM	M. MILLIER
DESIGNED	12.05.2020
CHECKED	R. SINGH
AUTHORISED	12.05.2020
MILLIER	M. MILLIER
MELBURN	353 G4
STATUS	PS####

**TAYLORS RD (1384-1424) OVERALL**  
 CITY OF MELTON  
 FINISHED SURFACE PLAN - 2

PRELIMINARY 113401FL02

Horizontal 0 10 20 30 40 50  
 Vertical 0 10 20 30 40 50  
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SHEET No. 2 OF 2  
 REV. A

Our Reference: PA2018/6366

2 June 2020

Urban Terrain Pty Ltd  
117 Royal Parade  
RESERVOIR VIC 3073

Dear Sir/Madam

**Application for a Planning Permit**

**No.:** PA2018/6366  
**Land:** 1384-1424 Taylors Road BONNIE BROOK  
**Proposal:** Multi lot subdivision and creation of reserves

Please find enclosed a copy of the above permit, which has now been issued by Council.

Your attention is drawn to the conditions of the Permit, which you should read carefully. It is essential that all the Permit conditions be complied with at all times, as your permit may be audited for compliance with the conditions and details shown on the endorsed plans at any time. **Failure to comply with the permit conditions may result in enforcement action being undertaken.**

The reverse side details information about the Planning Permit and your appeal rights.

If you wish to discuss this matter further please contact me on +61 3 9747 7393.

Yours Sincerely,



Jacqueline Hartford  
**Senior Major Developments Planner**

Encl.

A thriving community  
where everyone belongs

**Civic Centre**  
232 High Street  
Melton VIC 3337

**Melton Library  
and Learning Hub**  
31 McKenzie Street  
Melton VIC 3337

**Caroline Springs Library  
and Learning Hub**  
193 Caroline Springs Blvd  
Caroline Springs VIC 3023

**Postal Address**  
PO Box 21  
Melton VIC 3337

☎ 03 9747 7200  
✉ [csu@melton.vic.gov.au](mailto:csu@melton.vic.gov.au)  
🌐 [melton.vic.gov.au](http://melton.vic.gov.au)  
📘 [cityofmelton](https://www.facebook.com/cityofmelton)

DX 33005 Melton  
ABN 22 862 073 889





**Melton City Council**  
Civic Centre  
232 High Street  
MELTON VIC 3337

PO Box 21  
MELTON VIC 3337

Phone 9747 7200  
Fax 9743 9970

# PLANNING PERMIT

**Permit No:**  
**Planning Scheme:**  
**Responsible Authority:**

PA2018/6366/1  
Melton Planning Scheme  
Melton City Council

## ADDRESS OF THE LAND:

SEC: 18 V/F: 9157/638, 1384-1424 Taylors Road BONNIE BROOK

## THE PERMIT ALLOWS:

Multi lot subdivision and creation of reserves in accordance with the endorsed plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

### Plans

1. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

### Amenity

#### General Amenity

2. Any development or construction activities must be managed so that the amenity of the area is not detrimentally affected:
  - (a) By the transport of materials, goods or commodities to or from the land.
  - (b) By the inappropriate storage of any works or construction materials.
  - (c) By the hours of construction activity.
  - (d) By the emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste and storm water runoff, waste products, grit or oil.
  - (e) By the presence of vermin.
  - (f) In any way as determined by the Responsible Authority.

#### Earthworks

3. The extent and depth of excavation and/or filling must not exceed that shown on the approved plan without the prior written consent of the Responsible Authority.
4. Without the prior written consent of the Responsible Authority, no soil can be stockpiled unless it is carried in accordance with any other condition of this Permit or in accordance with an approved Construction Management Plan.
5. Any stockpiled soils must be adequately protected behind a sediment barrier to prevent sediment laden runoff to the satisfaction of the Responsible Authority.

## 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 & 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 5 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.
- 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.



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## Planning Permit PA2018/6366 Continued

### Housing and Design Guidelines

6. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the first stage of the subdivision, Amended Housing and Design Guidelines must be submitted to and endorsed by the Responsible Authority in accordance with the Plumpton Precinct Structure Plan. The guidelines must include:
- The recommendations identified in the Integrated Water Management Plan to be endorsed as part of this permit;
  - Lots 128, 129, 130 and 131 must not contain more than one single dwelling on each lot and shall not be further subdivided.
7. The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with the responsible authority under Section 173 of the Act that is registered on the title to the land. If a Section 173 Agreement is used, a dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for each stage.
8. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time as agreed, the owner must enter into an agreement, or agreements, under Section 173 of the *Planning and Environment Act 1987* which specifies:
- Lots 128, 129, 130 and 131 must not contain more than one single dwelling on each lot and shall not be further subdivided.

Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act.

The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 agreement.

9. The Housing and Design Guidelines endorsed as part of this permit must not be amended without the written consent of the Responsible Authority.

### Small Lot Housing Code

10. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Melton Planning Scheme; and
11. The plan of subdivision submitted for certification must identify whether Type A or Type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

### Public Infrastructure Plan

12. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the first stage of the subdivision, an amended Public Infrastructure Plan must be submitted to and



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## Planning Permit PA2018/6366 Continued

approved by the Responsible Authority. The updated Public Infrastructure Plan should include the following:

- All proposed works in kind, the percentage of the project to be delivered, the stage the project is to be delivered.
- All inner public purpose land to be provided, the percentage of the project to be delivered, the stage the project is to be delivered.

### Infrastructure Contribution Plan

13. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time as agreed, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the *Planning and Environment Act 1987* which specifies:
  - The infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan;
  - The infrastructure contribution to be paid in accordance with the Approved Infrastructure Contributions Plan; and
  - The timing of the land to be vested to the Responsible Authority, the payment of the land equalisation amount, and the payment of any land credit amount in accordance with the Approved Infrastructure Contribution Plan.

Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act.

The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 agreement.

14. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time which is agreed, a dealing number for the registration of the Section 173 Agreement must be provided to the Responsible Authority.
15. The monetary component and any land equalisation amount of the infrastructure contribution must be paid to the Responsible Authority in accordance with the provisions of the Approved Infrastructure Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan or the issue of a Building Permit in relation to land within that plan.
16. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for each stage of the subdivision, a Schedule of Infrastructure Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Infrastructure Contributions must show the amount or area (as applicable) of infrastructure contributions for that stage and any works in kind, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority.
17. At least 21 days prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for each stage of the subdivision, a revised Schedule of Infrastructure Contributions must be submitted and approved by the Responsible Authority to reflect any changes to the levy rates.

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## Planning Permit PA2018/6366 Continued

Unless with the prior written consent of the Responsible Authority, if Infrastructure Contributions are paid after the applicable indexation period but indexation has not been calculated and applied prior to the payment of contributions, an adjustment will be made to the contributions to reflect any increased contribution that ought to have been paid had indexation been applied. Any adjustment must be paid prior to the issue of a Statement of Compliance for the next stage or when the indexation has been completed, whichever is the earliest.

### Costing Sheets

18. Prior to the commencement of works, a costing sheet for any works in kind must be submitted and approved to the satisfaction of the Responsible Authority.

### Section 36 of the Subdivision Act

19. If the relevant authority considers that for the economical and efficient subdivision, servicing and access of the land, an easement is required, the permit holder may enact Section 36 of the Subdivision Act, to acquire an easement over land not in the same ownership for the purpose of servicing the development. The easements created shall be in favour of the Relevant Authority. The creation of the easement must not result in an unreasonable loss of amenity in the area.

No costs shall be borne by the Responsible Authority in enacting this permit condition, including acquiring the easement, undertaking the works or any other associated costs.

### Foreign Residents Capital Gains Withholding

20. If subdivision 14-D of Schedule 1 of the Taxation Administration Act 1953 (Cth) (Tax Act) applies, then

- The owner will comply with the requirements of this act;

The requirements of this condition may be varied with the written consent of Council.

21. The applicant indemnifies Council against any interest, penalty, fine or other charges incurred by Council arising from the failure by Council to pay the amount on the due date for payment as a result of the owners' failure to comply with Condition No.20 of this permit.

The requirements of this condition may be varied with the written consent of Council.

### Boundary Fencing

22. Prior to the issue of Statement of Compliance for each stage, replacement fencing for adjoining land in another ownership must be erected, to the satisfaction of the Responsible Authority. The fencing must be 1.8 metres in height and constructed from timber palings. The total cost of the fencing must be borne by the permit holder and / or any adjoining permit holder(s).

If the fencing along these boundaries has been constructed by the adjoining permit holder, then this condition is considered to be satisfied.

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## Planning Permit PA2018/6366 Continued

### Landscape Masterplan

23. Prior to the certification of the first stage of the subdivision, a Landscape Master Plan and/or associated documents that include all information relevant, for the entire subdivision must be approved by the satisfaction of the Responsible Authority. When approved, the Landscape Master Plan will be endorsed and then form part of the permit.

The information presented in the Landscape Master Plan must include, but is not limited to:

- a. Location of works;
- b. Be drawn to a standard scale and where relevant dimensioned (open space reserves);
- c. The implementation of any landscape principles and guidelines contained in the Precinct Structure Plan;
- d. Existing infrastructure to be removed, protected or retained;
- e. Existing vegetation to be removed, protected or retained, including Tree Protection Zones to the relevant standard;
- f. Contour information at a minimum 1m intervals;
- g. Proposed plant species, including mature height and spread (all species selected must be to the satisfaction of the Responsible Authority.);
- h. Include concept plans of reserves and entry features indicatively identifying:
  - i. Furniture, shelters and fences
  - ii. Play and sporting elements
  - iii. Materials, colours and finishes
  - iv. Significant views, site exposure to sun and wind
- i. Pathways, including type and pedestrian connections;
- j. All heritage elements;
- k. WSUD, drainage reserves, and wetlands including overland flow paths, 1% or 1 in 100 year flood boundary, and top of bank and/or break of slope;
- l. Conservation areas;
- m. Sub-stations;
- n. Sections and Labelling of all road hierarchies for all streets and speed limits corresponding with the relevant PSP;

The endorsed Landscape Masterplan must be implemented to the satisfaction of the Responsible Authority.

### Landscape Fees

24. Prior to the issue of Statement of Compliance for each stage, the following fees must be paid to the Responsible Authority:
- a. Plan Checking fee equating to 0.75% of the value of works.
  - b. Supervision fee equating to 2.5% of the value of works.
  - c. Lighting fee in accordance with Council current lighting policy.

Plan Checking fees and Supervision fees will be calculated at the time the Landscape Detail Plan Approval is requested. An accurate Opinion of Probable Costs must be submitted with the

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## Planning Permit PA2018/6366 Continued

Detailed Landscape Plans to determine the Plan Checking and Supervision fees prior to the Landscape Plan Approval letter being issued.

25. A Certification of Compliance (Design) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been designed in accordance with relevant Australian Standards.
26. A Certification of Compliance (Construction) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been completed in accordance with relevant Australian Standards.

### Completion of Landscape Works

27. Prior to the issue of a Statement of Compliance for each stage of subdivision, the landscaping works shown on the approved landscape plan for the stage must be carried out and completed to the satisfaction of the Responsible Authority, or bonded (if agreed to in writing by the Responsible Authority). If the Responsible Authority agrees to bonding of outstanding works, a time by which the works must be completed will be specified by the Responsible Authority.

### Landscape Bond

28. Prior to the issue of a Statement of Compliance with deferment of Landscape Works for each stage of subdivision:
  - a. The landscaping works shown on the endorsed landscape plan must be carried out and completed to the satisfaction of the Responsible Authority, or otherwise bonded at 150% of the agreed estimated cost.
  - b. The maintenance of landscape works for the period identified in this permit must be bonded at 150% of the agreed estimated cost of maintenance works prior to the issue of Certificate of Practical Completion.

All bond requests and returns must be:

- i. Made to [landscape@melton.vic.gov.au](mailto:landscape@melton.vic.gov.au)
  - ii. Made as bank guarantee over \$100k.
  - iii. To be to the satisfaction of the Responsible Authority and agreed to in writing.
29. If the Responsible Authority agrees to bonding of the outstanding works, the works must be completed by the date specified on the letter of agreement. If the works are not completed prior to the date specified, the permit holder may apply for an extension of time for the works bonded. This extension of time must be agreed upon in writing by the Responsible Authority. Where the works have not been completed within a reasonable timeframe, the permit holder shall waive any rights to obstruct Council's claim on the bond to undertake the works.
  30. The Construction Bond will only be returned after practical completion of the relevant landscape works is achieved, including rectification of any defects or outstanding works identified in the practical completion letter.

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## Planning Permit PA2018/6366 Continued

31. Prior to the issue of Statement of Compliance for the final stage of development, all landscape stages and defects must be completed to Council satisfaction and in accordance with Council's Landscape Construction Hold-points. Landscape construction works will not be bonded as part of the final stage of subdivision, unless otherwise agreed upon in writing by the Responsible Authority.
32. All as constructed plans and digital information must be in accordance with Council's Landscape Construction Hold-points, and submitted and approved to the satisfaction of the Responsible Authority.
33. Prior to the issue of Statement of Compliance for the final stage of works, any damage must be made good in accordance with endorsed landscape plans, to the satisfaction of the Responsible Authority. Any previously completed or future open space or road reserve to be vested to the Responsible Authority or as the responsible Managing Authority must be protected from construction activity and/or maintained in an appropriate manner by the permit holder at all times throughout the development.

### Engineering

#### *Land for Road Widening*

34. Prior to the Certification of issue of Statement of Compliance of Stage 1 of the development, land must be set aside for Taylors Road widening in accordance with the Plumpton Precinct Structure Plan [Plumpton PSP] and to the satisfaction of the Responsible Authority.

#### *Site Access*

35. Prior to the issue of Statement of Compliance for Stage 1 of the development, the relevant stages(s) of the adjoining development that provides access to this development must be constructed and completed to the satisfaction of the Responsible Authority.

#### *Temporary Site Access*

36. Prior to the issue of Statement of Compliance for the Stage 4 of the development, any temporary site access from Taylors Road must be removed and surround reinstated to the satisfaction of the Responsible Authority.

#### *Drainage Outfall*

37. Prior to the issue of Statement of Compliance for Stage 3 of the development, the permanent retarding basin and ultimate drainage outfall as per the Development Services Scheme or Precinct Structure Plan must be constructed. Any temporary retarding basins and ancillary works must be retired and removed to the satisfaction of the Responsible Authority.

#### *Functional Layout Plan*

38. Prior to the plan of subdivision being certified, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:



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## Planning Permit PA2018/6366 Continued

- A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, intersection treatments and any associated SIDRA electronic files, and traffic management devices to be incorporated into the development.
- An integrated water management plan detailing drainage catchments both internal and external to the development, 1% AEP flow paths and flow volumes for the entire development. This strategy must include on-site stormwater quality improvement, and any stormwater and rainwater harvesting measures.
- A Services Infrastructure report identifying how the development will be serviced by all utility services including but not limited to water reticulation (potable and recycled), electrical, sewer, gas, telecommunications and gas.
- A mobility plan detailing pedestrian access, bike & hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
- Identification by survey of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
- Details of tree protection zones (TPZs) for all trees to be retained.
- All proposed works, and services (except pedestrian paths) must be clear of all TPZs.
- Identification of all trees to be removed from the site.

### *Construction Plans*

39. Road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority, prior to the issue of Statement of Compliance. Before any roads / drainage works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority.
40. The construction plans will not be approved until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority.
41. The construction plans must be drawn to scale with dimensions and one copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided.

The construction plans must include:

- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and certified plan of subdivision.
- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.

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**Planning Permit PA2018/6366 Continued**

- e) All road reserve and pavement widths to be in accordance with the current Clause 56 of the Melton Planning Scheme, relevant Precinct Structure Plan or to the satisfaction of the Responsible Authority.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route or one proposed in the Precinct Structure Plan, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/HB 72-1995)].
- h) Verge widths around all bends, intersections and in court heads to be a minimum of that provided at the mid-block.
- i) Priority treatments shall be provided at intersections of Access Streets, Access Places and Access Lanes unless specified by the Responsible Authority. The priority treatment at intersections shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island, line-markings and raised reflective pavement markers (RRPMs) on the minor street.
- j) Low profile splitter islands, line-markings and raised reflective pavement markers (RRPM's) on all 90-degree bends on through roads.
- k) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
- l) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
- m) Shared hike & bike paths as required within streets and reserves. All shared paths and hike & bike paths to be a minimum 3m in width and be in accordance with Council Standards.
- n) Car parking layout for each auto court and extended driveway. Turning templates are to be provided to verify vehicular parking and access can be achieved.
- o) All permanent court heads to allow Council's waste collection vehicles to access and egress from the courts via a three-point turn.
- p) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
- q) Provision of pits and conduits associated with the National Broadband Network.
- r) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.
- s) The public lighting shall be designed in accordance with the current AS 1158 and Council's current Public Lighting policy. The lighting category shall be sought from Council.
- t) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act.
- u) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- v) The location and provision of vehicle exclusion mechanisms abutting reserves.
- w) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- x) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- y) Provision for the utilisation of any surplus topsoil from this stage.
- z) Permanent survey marks.

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## Planning Permit PA2018/6366 Continued

- aa) Survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones.
- bb) Details in relation to all filling on the site that must be compacted to specifications approved by the Responsible Authority.
- cc) The relocation underground of all existing aerial services, on the services layout plan.
- dd) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

### *Drainage*

- ee) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority.
- ff) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall.
- gg) All drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
  - 80% retention of the typical annual load of total suspended solids
  - 45% retention of the typical annual load of total phosphorus; and
  - 45% retention of the typical annual load of total nitrogen.
- hh) Provision of underground drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.
- ii) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood levels of the water course or water body.
- jj) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 year flood levels.
- kk) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.

### *As Construction Plans (Construction plans)*

- 42. Prior to the issue of a Statement of Compliance or at a time specified by the Responsible Authority the following must be submitted to the satisfaction of the Responsible Authority:
  - a) A complete set of 'as constructed plans' of site works, in hard copy and digital file format AutoCAD. The digital files must have a naming convention to enable identification of Council assets listed.
  - b) Asset information in digital format to include data as per "D-Spec" and "R-Spec".

### *Construction*

- 43. Prior to the commencement of onsite works, a Construction Management Plan must be prepared and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The Construction Management Plan must include, but not limited to the following:

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## Planning Permit PA2018/6366 Continued

- a. Proposed working hours;
- b. Haulage routes to the site;
- c. Methods of dust and suppression;
- d. Sediment control and gross pollutant management;
- e. Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
- f. Earthworks (Consistent with Construction techniques for Sediment Pollution control (EPA, 1991));
- g. Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
- h. Vehicle exclusion areas; and
- i. Weed management measures to be undertaken during and post construction.

In addition, the construction management plan must ensure:

- All machinery brought on site to be weed and pathogen free
- All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas
- Contractors working on the site to be inducted into an environmental management program for construction work
- Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.

### *Works outside the development boundaries*

44. Construction works must not be undertaken outside the development boundaries unless consent is given by the adjoining land owner and/or an easement is located over the works in favour of the service authority. A copy of the consent letter from the adjoining land owner must be provided to the Responsible Authority before any works commence on that land. Also any ensuing requirement for a creation of an easement must be undertaken and completed to the satisfaction of the Responsible Authority before any works commence on that land.

### *Existing infrastructure and assets*

45. Unless there is written consent from the Responsible Authority, all existing infrastructure and assets affected by the development must be reinstated at no cost to and to the satisfaction of the Responsible Authority. Omission of existing infrastructure or assets on a plan cannot be taken as consent from the Responsible Authority.

### *Early Bulk Earthworks*

46. At their discretion, the Responsible Authority may allow bulk earthworks to commence prior to approval of detailed engineering (road, drainage and ancillary) plans. The following requirements must be complied with to the satisfaction of the Responsible Authority for any stage of subdivision:

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## Planning Permit PA2018/6366 Continued

- a) Functional Layout Plans and Bulk Earthwork Plans must be submitted and approved by the Responsible Authority before any earthworks commence.
- b) Bulk Earthworks must be contained to stage boundaries. No batter slope overruns shall be allowed without relevant plans.
- c) No structures, including but not limited to retaining walls, shall be permitted with early Bulk Earthworks.
- d) Bulk Earthworks must not commence prior to the approval of a Construction Management Plan for the works. Once approved the Construction Management Plan will form part of the endorsed set of planning documents.
- e) A Geotechnical Report completed by a suitably qualified geotechnical engineer must be submitted to and be to the satisfaction of the Responsible Authority. Civil (road, drainage and ancillary) works shall not commence until the Report is to the satisfaction of the Responsible Authority. All Bulk Earthworks shall be done under "Level 1 inspection and testing" conditions, as per Australian Standard AS3798.

### Traffic

47. The construction plans must include:
  - a) Local Area Traffic Management Devices in accordance with Austroads Guide to Traffic Management and to the satisfaction of the Responsible Authority.

### Works within the road reserve

48. Prior to the certification of any stage within an existing road reserve that is not an ICP or DCP item, a bond equivalent to 150% of the cost of works must be provided to the Responsible Authority, unless otherwise agreed in writing by the Responsible Authority. When the works have been completed and Practical Completion has been reached, a return of the bond can be requested, as required.
49. Prior to the commencement of works within an existing road reserve that is not an ICP or DCP item, a construction schedule must be submitted and approved to the satisfaction of the Responsible Authority.
50. Without the prior written consent of the Responsible Authority, all works within an existing road reserve must be constructed within the approved time period, to the satisfaction of the Responsible Authority.
51. For construction works that extend beyond the construction period, the Responsible Authority can use the bond or part thereof to complete the works. Where the works done by the Responsible Authority is in excess of the bonded amount, the Responsible Authority can recoup these funds at the construction rates current at the time of claim against the land owner or a future land owner.

### Temporary or Interim Retarding Basins

52. Prior to the statement of compliance for the first stage of the development and to the satisfaction of the Responsible Authority, the Developer/Land owner must enter into an agreement under the Section 173 of the Planning and Environment Act 1987 which specifies:





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## Planning Permit PA2018/6366 Continued

- that any temporary or interim retarding basins and ancillary infrastructure shall be maintained by the Developer until the ultimate drainage outfall is fully constructed,
- that any temporary or interim retarding basins and ancillary infrastructure shall be removed, the land filled, underground drainage connections and ancillary works constructed once the ultimate drainage outfall has been fully built.

Application must be made to the Registrar of Titles to register this 173 Agreement on the title to the land under Section 181 of the Act.

The Developer/Land owner must pay all costs for the preparation, execution and registration of this agreement.

### Environment

53. No environmental weeds are to be planted (refer to Melton City Council's Gardens for Wildlife Booklet (2018) and the Department of Environment, Land, Water and Planning's Advisory list of Environmental Weeds in Victoria (DELWP 2018; Arthur Rylah Institute for Environmental Research technical Series Report Number 287).
54. Before works start, an Environmental Management Plan (EMP) must be prepared and the EMP must be endorsed by the Responsible Authority. The CEMP must be implemented to the satisfaction of the Responsible Authority. The EMP must include:
- Contractors working on the site must be inducted into an environmental management program for construction work;
  - Proposed working hours;
  - Haulage routes to the site;
  - Methods of dust suppression;
  - Sediment control and gross pollutant management;
  - Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
  - Location of stockpiling, machinery wash down, lay down, storage and personnel rest areas and vehicle exclusion areas;
  - A Weed Management Plan, which outlines measures to manage weeds before, during and post works to the satisfaction of the Responsible Authority. The Weed Management Plan must be implemented to the satisfaction of the Responsible Authority. This plan must include (not limited to):
    - Protocols for management of weeds before, during and post works
    - All vehicles, earth-moving equipment and other machinery must be cleaned of soil and plant material before entering and leaving the site to prevent the spread of weeds and pathogens
    - Location of a designated washdown area to achieve the above
    - All declared noxious weeds must be controlled
    - All weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material must be controlled

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## Planning Permit PA2018/6366 Continued

- All construction stockpiles and machinery must be placed away from areas watercourses/drainage lines to the satisfaction of the Responsible Authority;
- Measures must be taken to ensure that no polluted water and/or sediment laden runoff is to be discharged directly or indirectly into stormwater drains or watercourses during the works;
- All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to *Construction Techniques for Sediment Pollution Control* (EPA 1991) and *Environmental Guidelines for Major Construction Sites* (EPA 1995);
- Water run-off must be designed to ensure that watercourses are not compromised; and
- Non-compliance identified by the Responsible Authority must be rectified immediately at no cost to Council.

### Waste Collection during Construction

55. Prior to any construction works commencing on existing Council roads where access to bins cannot be achieved directly outside the resident's property, the applicant/developer must, for the duration of the works, provide private and separate collection of the three types of waste (i.e. general, recycled, green) to the satisfaction of the Responsible Authority. The affected residents and Council's Waste Management Services Department must be informed of the bin collection arrangement prior to the construction works commencing.

### General Conditions

#### Sequence of staging

56. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.

#### Recycled Water / Integrated Water Management Plan

57. Prior to the certification of the first stage of subdivision an IWMP must be submitted and endorsed to the satisfaction of the Responsible Authority. If the IWMP proposes any strategies that impacts assets that are owned or maintained by a Water Authority, the IWMP must be approved by the relevant Water Authority prior to it being endorsed by the Responsible Authority.

Any changes as a result of the endorsed IWMP that affect the Functional Layout plan must be addressed at the Engineering Detailed Design Plan submission to the satisfaction of the Responsible Authority.

#### Servicing

58. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.

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## Planning Permit PA2018/6366 Continued

### Plan of subdivision for land vested to the responsible authority

59. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
- a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.

### Utility Kiosks

60. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.

### Compaction test results

61. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.

### Lot access

62. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.

### Street names

63. Streets must be named to the satisfaction of the Responsible Authority prior to the Certification of the relevant Plan of Subdivision.

### Vesting land to relevant authority

64. Any land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant agency.

### Standard Clause 66

65. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authorities requirements and relevant legislation at that time.

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## Planning Permit PA2018/6366 Continued

66. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which the easement or site is to be created and the plan of subdivision submitted for certification under the Subdivision Act 1988.
67. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authorities in accordance with Section 8 of that Act.

### *Telecommunications*

68. The owner of the land must enter into an agreement with:
- A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.
69. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - A suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

## Urban Growth Zone 11

### Land for Community Facilities, Public Open Space or Road Widening

70. The costs associated with effecting the transfer or vesting of land required for community facilities, public open space or road widening must be borne by the permit holder.
71. Land required for community facilities, public open space or road widening must be transferred to or vested in the relevant public agency with any designation (e.g. road, reserve or lot) nominated by the relevant agency.
72. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time as agreed in writing, the owner must enter into an agreement, or agreements, under Section 173 of the *Planning and Environment Act 1987* which specifies:

Land for the shared path along the Outer Metropolitan Ring Road is within the Public Acquisition Overlay. It is to be acquired by the Roads Authority at a future date. Prior to Statement of

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## Planning Permit PA2018/6366 Continued

Compliance for the first stage of development, the developer and Council must enter into a Section 173 agreement or other agreement to the satisfaction of the Responsibility Authority. The agreement shall require the shared path to be constructed and/or funded by the developer, nominate its construction standards and timing, and specify who will be responsible for its ongoing maintenance and public safety.

Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act.

The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 agreement.

### Management of Bushfire Risk during Subdivisional Works

73. Any construction management or site management plan required under this permit must ensure that the relevant plan addresses any potential bushfire risks arising from the land during construction and must include a statement from a suitably qualified professional that the proposed bushfire risk management measures are appropriate

### Kangaroo Management Plan

74. Before the certification of the Plan of Subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, Land, Water and Planning.

Once approved the plan will be endorsed by the responsible authority and form part of the permit.

### Salvage and Translocation

75. Salvage and translocation of threatened flora and fauna species and ecological communities must be undertaken in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.
76. Construction stockpiles, fill, machinery, excavation and works or other activities associated with the buildings or works must:
- be located not less than 15 metres from a waterway;
  - be located outside the vegetation protection fence;
  - be constructed and designed to ensure that the conservation area, scattered tree or patches of native vegetation are protected from adverse impacts during construction;
  - not be undertaken if it presents a risk to any vegetation within a conservation area; and
  - be carried out under the supervision of a suitable qualified ecologist or arborist.

### Public Transport

77. Unless otherwise agreed to by the Public Transport Victoria, prior to the issue of a statement of compliance for any subdivision stage, bus stops must be constructed, at full cost to the permit holder as follows:
- Generally in the location identified by Public Transport Victoria;

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## Planning Permit PA2018/6366 Continued

- In accordance with the *Public Transport Guidelines for Land Use and Development* with concrete hard stand area, and in activity centres a shelter must also be constructed;
- Be compliant with the *Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002*; and
- Be provided with direct and safe pedestrian access to a pedestrian path.

All to the satisfaction of Public Transport Victoria and the responsible authority.

### External Referral Authorities

#### Melbourne Water

78. Prior to Certification of any stage of the estate, an appropriate Stormwater Management Strategy (inclusive of modelling) for the subdivision (in electronic format) must be submitted for Melbourne Water's review and endorsement. This strategy should align with previous advice from Melbourne Water and generally be in accordance with the relevant Precinct Structure Plan, it must also demonstrate the proposed alignments of drainage infrastructure, relevant flow path directions for the 1 in 5 year ARI and 1 in 100 year flood events. The drainage strategy also must include a free draining outfall arrangement for within the subdivision and details relating to any proposed major drainage assets passing through the site. If the development it to proceed out of sequence, Melbourne Water will require additional information relating to any temporary works proposed (retardation and sediment control).
79. Prior to the Certification of any stage of the estate, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
80. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
81. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways. Prior to the issue of a Statement of Compliance, a Site Management Plan detailing pollution and sediment control measures is to be submitted to Melbourne Water for our records.
82. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions (retardation and sediment control) have been implemented to mitigate the risk to downstream landowners.

Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water; and for any works proposed around our mains, drains and waterways, a separate application must be made direct to Melbourne Water's Asset Services team.

Any endorsed plan for this site must include the provision for an appropriately sized reserve to accommodate the required temporary works.

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## Planning Permit PA2018/6366 Continued

83. Prior to the issue of a Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
84. Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water's Asset Services team, must be made for any works around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant Asset Services signed practical completion forms must be submitted.
85. Prior to the issue of a Statement of Compliance, council approved engineering plans of the subdivision (in electronic format) are to be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event. A Certified Survey Plan (CSP) may be required following our comments on the engineering plans.
86. All new lots are to be filled to a minimum of either; 300mm above the 1% Annual Exceedance Probability AEP flood level associated with an existing or proposed Melbourne Water asset or 600mm above the 1% AEP flood level associated with an existing or proposed Melbourne Water waterway, wetland or retarding basin, whichever is the greater.
87. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan (CSP) prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records. The CSP must show the 1% AEP flood levels associated with an existing or proposed major drainage or stormwater quality assets.
88. Prior to the issue of a Statement of Compliance, Melbourne Water requires flood mapping of the major overland flow paths for the subdivision. Melbourne Water requires the submission of these plans to be submitted in one of the following electronic formats:
- .tab (mapinfo)
  - .mif/mid (mapinfo interchange)
  - .dxf (autocad)
  - .gml (OS mastermap)
89. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
90. A copy of the Approved Planning Permit must be provided to Melbourne Water for our records once issued.

### Western Water

91. Payment of new customer contributions for each lot created by the development, such amount being determined by Western Water at time of payment.

A handwritten signature in blue ink, appearing to read "Paul Hume", is written over a horizontal line.



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**Planning Permit PA2018/6366 Continued**

92. Provision of reticulated water mains and associated construction works to front each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of western Water.
93. Any existing water service which crosses any of the proposed allotment boundaries within the proposed development must be disconnected and relocated at the developer's expense, to be wholly within one allotment only and to the satisfaction of Melbourne Water.
94. Provision of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
95. The owner shall reach an agreement with Western Water regarding the construction of any Shared Assets (potable water mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter), required to service the subdivision/development. The construction of Shared Assets reimbursable by Western Water shall comply with western Water's Procurement Procedure and Guide to New Customer Contributions.
96. Provision of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and 2.5m wide for a dedicated sewerage easement.
97. Pursuant to Section 36 of the Subdivision Act, Western Water considers that for the economical and efficient subdivision and servicing of the land covered by the Application for permit it requires the owner of the land to acquire an easement over other land in the vicinity, namely, any land not owned by the Developer through which a sewerage extension servicing the development is to be located. The easement created shall be in favour of Western Water.
98. The operator under this permit shall be obligated to enter into an Agreement with Western Water relating to the design and construction of any sewerage or water works required. The form of such Agreement shall be to the satisfaction of Western Water. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement.
99. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit from Western Water and comply with that permit at all times. The permit will include a requirement for the Water Carter Permit holder to:
  - Own a metered hydrant approved by Western Water;
  - Meter and pay for all water taken;
  - Display a Western Water Permit Number Sticker on the tanker;
  - Only take water from nominated hydrants or standpipes;
  - Only use water for the purpose approved in the Water Carters Permit;
  - Avoid wastage of water on site; and
  - Comply with any water restrictions imposed by Western Water at the time water is used.

For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

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**Planning Permit PA2018/6366 Continued**

Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above

Powercor

- 100. This letter shall be supplied to the applicant in its entirety.
- 101. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.
- 102. The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards  
**Notes:** Extension, augmentation or rearrangement of the Distributor's electrical assets may be require to make such supplies available, with the cost of such works generally borne by the applicant.
- 103. The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victoria Service and Installation Rules (VSIR).  
**Notes:** Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.
- 104. The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations.  
**Notes:** Areas set aside for substations will be formalised to the Distributor's requirements under one of the following arrangements:
  - RESERVES established by the applicant in favour of the Distributor.
  - SUBSTATION LEASE at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years.  
 The distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.
- 105. The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

**Notes:**

- Existing easements may need to be amended to meet the Distributor's requirements
- Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party as follows:

Easement Reference	Purpose	Width (metres)	Origin	Land Benefitted / In Favour Of
	Power Line		Section 88 – Electricity Industry Act 2000	Powercor Australia Ltd

Downer

- 106. The plan of subdivision submitted for certification must be referred to AusNet Gas Services in accordance with Section 8 of the Subdivision Act 1988.



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## Planning Permit PA2018/6366 Continued

### Permit Expiry

107. This permit will expire if:

- a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
- b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
- c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

### Notes

#### Engineering

- At their discretion, the Responsible Authority may request further testing by test holes. The cost of any additional testing shall be borne by the Developer.
- A pre-commencement meeting must be done prior to any Bulk Earthworks starting. A separate and subsequent pre-commencement meeting for civil (road, drainage and ancillary) works must be done prior to these works commencing.
- Any changes to the surface level as a result of Bulk Earthworks that impacts on subsequent engineering (road, drainage and ancillary) or landscape approval remain the responsibility of the Developer until the latter of Practical Completion or issue of Statement of Compliance.
- The Developer of the subject land must ensure that wherever the approved engineering (road, drainage and ancillary) plans show filling exceeding 200mm compacted depth (finished level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the engineering plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

#### Melbourne Water

- The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- Local drainage must be to the satisfaction of Council.
- All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Planning and Building website.
- To find out more information in regards to building in flood prone areas please visit our website for more information.

For general development enquiries contact our Customer Service Centre on (03) 9679 7887.

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## Planning Permit PA2018/6366 Continued

### Western Water

- Where the land is to be developed in stages, the above conditions will, in general, apply to any subsequent stage of the estate development. However, as any future stages of the development will be connected to Western Water's water supply and sewerage systems independently of this stage, Western Water reserves the right to revise any conditions applicable to any subsequent stages lodged.

### Street Numbering

Property Numbers will be allocated by the City of Melton in accordance with Council's Street Numbering Policy. Please do not give potential buyers any interim numbering as this often leads to confusion and problems once the correct number is issued. Please check with Council's Subdivision Department to verify all street numberings before commencement of any advertising for sale or lease.

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Our Reference: PA2018/6366

2 June 2020

Urban Terrain Pty Ltd  
117 Royal Parade  
RESERVOIR VIC 3073

Dear Sir/Madam

**Application for a Planning Permit**

**No.:** PA2018/6366  
**Land:** 1384-1424 Taylors Road BONNIE BROOK  
**Proposal:** Multi lot subdivision and creation of reserves

I refer to the Concept Plan submitted for endorsement under Condition No. 1 of the permit.

I wish to advise that the Concept Plan is satisfactory to Council and has been endorsed.

A copy of the endorsed plan is enclosed.

If you wish to discuss this matter further please contact me on +61 3 9747 7393.

Yours Sincerely,



Jacqueline Hartford  
**Senior Major Developments Planner**

Encl.

A thriving community  
where everyone belongs

**Civic Centre**  
232 High Street  
Melton VIC 3337

**Melton Library  
and Learning Hub**  
31 McKenzie Street  
Melton VIC 3337

**Caroline Springs Library  
and Learning Hub**  
193 Caroline Springs Blvd  
Caroline Springs VIC 3023

**Postal Address**  
PO Box 21  
Melton VIC 3337

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

DX 33005 Melton  
ABN 22 862 073 889



MELTON PLANNING SCHEME  
 This is the plan referred to in Planning Permit  
 No. PA2018/6366 Plan 1 of 1  
 Condition 1  
 Signature of Responsible Authority *[Signature]* Date 2 June 2020

OUTER METROPOLITAN RING ROAD - PAO

STAGE 2

STAGE 1

STAGE 3

Monument - approved subdivision on 1440 Taylors Road

Notes:  
 1. The OMR interface includes a 14.3m road reserve within the developable land. A 3m shared path and 4.5m nature strip are located on the west side of the road reserve within the OMR land. This land will remain in private ownership until acquired by the Roads Authority.  
 2. Small Lot Housing Code Type A applies to lots less than 300m<sup>2</sup>.

Future Road Widening  
 TAYLORS ROAD

1384-1424 TAYLORS ROAD  
 PLUMPTON  
 Subdivision Concept

Version: 11  
 Date: 10 February 2020  
 Scale: 1:1500 @ A3  
 Contact: Jason Taylor  
 Phone: 0405 416 577  
 Email: jtaylor@urbanterrain.com.au

LEGEND

- Site Boundary
- Lots < 300m<sup>2</sup>
- Lots 300m<sup>2</sup>-399m<sup>2</sup>
- Lots 400m<sup>2</sup>-499m<sup>2</sup>
- Lots greater than 500m<sup>2</sup>
- Open Space Link
- Taylors Road Widening
- Stage Boundary
- Local Road 16m
- OMR Interface Road 14.3m
- Frontage Road 14.5m
- Shared Driveway 16m
- Shared Driveway 12.5m
- Interim Access Road

DEVELOPMENT SUMMARY

Site Area: 13.87 ha  
 OMR Acquisition: 6.02 ha  
 Taylors Road Widening: 0.43 ha  
 Net Developable Area: 7.41 ha  
 Landscaping in PAO:  
 Lot Yield: 143  
 Lots <300m<sup>2</sup>: 50  
 Lots 300m<sup>2</sup>-399m<sup>2</sup>: 76  
 Lots 400m<sup>2</sup>-499m<sup>2</sup>: 13  
 Lots over 500m<sup>2</sup>: 4  
 Overall Lot Density: 18.4/ha

STAGE SUMMARY

Stage 1: 60 Lots  
 Stage 2: 52 Lots  
 Stage 3: 31 Lots



RESERVE  
5.669ha  
(OMR)  
6.021ha

# Majesty Survey MasterPlan

1384 - 1424 TAYLORS ROAD  
Bonnie Brook 3335

Project Reference: 15739  
Version: 5  
Date Issued: 21/08/2020  
Drawn by: AA

### NOTES:

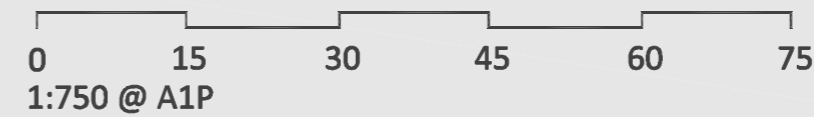
This plan is based on concept design information only and may be subject to change.

For final dimensions and areas see relevant Plans of Subdivision.

Copyright Webster Survey Group.



MGA94 Zone 55



Datum MGA94 Zone 55



WEBSTER SURVEY GROUP  
ABN: 35 456 993 855  
662 Main Road, Eltham 3095  
P.O Box 291, Eltham 3095  
Telephone: (03) 9439 4222  
Facsimile: (03) 9439 5288  
webstergroup.com.au

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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