



**Sargeants** Est.1978

Wyndham & Hobsons Bay

CONVEYANCING & PROPERTY TRANSFER SPECIALISTS

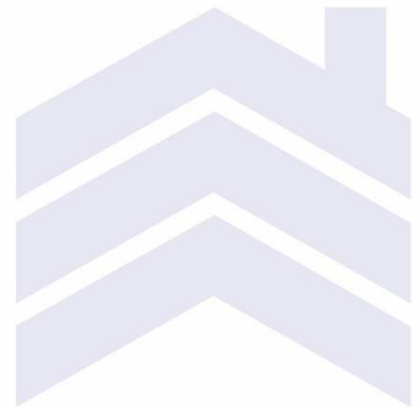
# **Contract of Sale & Vendors Statement**

## **VENDORS**

Yogesh Govindlal Malu and Anupama Shyamsundar Jaju

## **PROPERTY**

**Lot 314, 11 Erin Drive, Fraser Rise VIC 3336**



# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: Lot 314, 11 Erin Drive, Fraser Rise VIC 3336**

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 -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

**SIGNED BY THE VENDOR**..... on ...../...../20.....

Print name of person signing..... Yogesh Govindlal Malu ..... Anupama Shyamsundar Jaju .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

### Off-the-Plan Sales

Section 9AA(1A)

**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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.

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

**Everywhere Real Estate Metro**

Tel: 0452 369 159 Fax:

Ref: Srujal Patel

Email: [srujal@everywhere.com.au](mailto:srujal@everywhere.com.au)

**VENDOR**

**Yogesh Govindlal Malu and Anupama Shyamsundar Jaju**

Tel:

Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**Sargeants Wyndham & Hobsons Bay**

Tel: 1300 072 743 Fax:

Ref: EB:23/0176

Email: [hopperscrossing@sargeantsonline.com.au](mailto:hopperscrossing@sargeantsonline.com.au)

**PURCHASER**

Tel:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Tel:

Fax:

Ref:

Email:

**LAND** (general conditions 3 & 9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 12498 Folio 036	314	839255M

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is:

**Lot 314, 11 Erin Drive, Fraser Rise VIC 3336**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

**NIL VACANT LAND**

**PAYMENT** (general condition 11)

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

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

**SETTLEMENT** (general condition 10)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

**LOAN** (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

## TITLE

1. **Encumbrances**
  - 1.1 The purchaser buys the property subject to:
    - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
    - (b) any reservations in the crown grant; and
    - (c) any lease referred to in the particulars of sale.
  - 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
  - 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.
2. **Vendor warranties**
  - 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
  - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
  - 2.3 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 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 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.
  - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
    - (a) public rights of way over the land;
    - (b) easements over the land;
    - (c) lease or other possessory agreement affecting the land;
    - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
    - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
  - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
  - 2.6 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**.
  - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
3. **Identity of the land**
  - 3.1 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.
  - 3.2 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.
4. **Services**
  - 4.1 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.
  - 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
5. **Consents**

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

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
7. **Release of security interest**
  - 7.1 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.
  - 7.2 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 7.4, 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.

- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
    - (i) 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring 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.
- 7.11** 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.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. General law land**

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** 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.
- 9.5** 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.

- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 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.
- 11.2 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 or 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;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

### 12. Stakeholding

- 12.1 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 do 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### 13.

#### GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

### 14.

#### Loan

- 14.1 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.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. Adjustments**

- 15.1 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 adjustment paid and received as appropriate.
- 15.2 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.

**TRANSACTIONAL**

**16. Time**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

**17. Service**

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. Nominee**

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

**19. 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 default by a proprietary limited company purchaser.

**20. 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.

**21. Notices**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**22. 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.

**23. Terms contract**

- 23.1 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.
- 23.2 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.

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. 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**

**26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

**27. Default notice**

- 27.1 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.
- 27.2 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 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.

**28.**

**Default not remedied**

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### Special condition 1 – Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### \*Special condition 1B – Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2017.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1B.3 This special condition only applies 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
  - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## GST WITHHOLDING SPECIAL CONDITION

### 1C GST WITHHOLDING

- 1C.1 In this special condition, section references are to Schedule 1 of the *Taxation Administration Act 1953 (Cwth)* as amended by *Treasury Laws Amendment (2018 Measures No. 1) Act 2018 (Cwth)* and asterisked terms have the same meanings as when used in that schedule.
- 1C.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 1C.3 If section 14-250 requires the recipient of supply to withhold an amount (‘withholding sum’) from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:

- a. complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
- b. at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
- c. on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner;

Except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

- 1C.4 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 1C.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 1C.6 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligations of the vendor to apply the margin scheme, are unchanged.
- 1C.7 In this special condition, 'settlement' means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.

## Special Conditions – cont.

### Special condition 2 – Electronic Conveyancing

EC
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Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 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
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

## **THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT**

### **1.. IDENTITY OF THE LAND SOLD**

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

### **2.. PLANNING**

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

### **3. BUILDINGS AND GOODS**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

### **4. RESTRICTIONS**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

### **5. WARRANTIES and EXCLUSIONS**

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

### **6. INTEREST AND COSTS PAYABLE ON DEFAULT**

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$660-00 (inclusive of GST) together with a further sum of \$660-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The purchaser further agrees that the reasonable fees for cancelling and re-booking settlement is \$220.00, payable per variation to the vendor at settlement. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

### **7. ADJUSTMENTS**

The purchaser must provide Statement of Adjustments and copies of all updated Certificates to our office within 3 clear business days prior to settlement date. Should this condition not be met, there will be an Administration fee of \$165.00 payable by the purchaser at settlement.

### **8. RESCHEDULING SETTLEMENT**

Should the purchaser request to amend the settlement date, a rescheduling settlement fee of \$220.00 (inclusive of GST) will be payable by the purchaser at settlement.

### **9. PAPER SETTLEMENT**

If Vendor's representative needs to do paper settlement under Purchaser's representative request, an administration fee of \$330.00 inclusive GST will be charged to the Purchaser

### **10. GOODS**

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

### **11. SETTLEMENT**

The failure to settle pursuant to General Condition 10.3 shall be a default under this contract pursuant to General Condition 27.

### **12. PURCHASER RESIDENT OF OR ENTITLED TO PURCHASE LAND IN AUSTRALIA**

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the

event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

13. GST

If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.

14. MERGER

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

15. STAMP DUTY

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

16. STAMP DUTY - MORE THAN ONE PURCHASER

(a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name: .....%

Name: .....%

**Total 100%**

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this contract.

17. DEPOSIT BOND

The deposit cannot be paid in whole or in part by way a Deposit Bond unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

18. NON PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

19. INTERPRETATION AND AMENDMENT OF THE GENERAL CONDITIONS

The following General Conditions shall not apply to this contract - 2, 5, 7, 8, 9, 11.5, 12.1 (c), 23, 24.4, 24.5, 24.6 and 28.3 (c)

The following General Conditions are amended as follows:-

6. Delete "and if requested by the Purchaser, must provide a copy of that document at least 3 days before settlement".

20. Add following the word "company" - "and if the guarantee is not provided within 14 days of the request the purchaser shall be in default"

25. Delete "party" where it first appears and insert "purchaser"

26. Delete " 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**" and insert "16%".

27.1 Add following the word "notice" - "save that if the deposit is not paid by the due date then notwithstanding anything to the contrary this contract shall be immediately voidable by the vendor by giving the purchaser notice in writing at any time before the full deposit is paid by cleared funds to the vendor."

28.3 (a) Delete "and be paid any interest and reasonable costs under the contract" and insert "only".

28.4(a) the words "the deposit up to 10% of the price" shall be deleted and insert "10% of the purchase price" and add at the end "the purchaser grants an equitable charge over all his real estate as security for the said 10% of the purchase price."

20. SOLAR PANELS

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

**Special condition 21 – Building Report NOT APPLICABLE AT AUCTION**

24.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner which discloses a major structural defect 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 in then in default.

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

24.3 A notice under this special 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.

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

**Special condition 22 – Pest Report NOT APPLICABLE AT AUCTION**

25.1 The purchaser may end this contract within 7 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.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

25.3 A notice under this special 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.

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

**23. Loan Application Decline**

If the Purchaser gives notice under General Condition 14.2 such notice must be accompanied by a letter from the Lender (not a Broker) stating that a full loan application was submitted to the Lender, the date the full loan application was submitted to the Lender and confirmation that the application was declined by the Lender's credit assessment department. If such letter is not provided, the deposit monies will not be refunded to the Purchaser. The Purchaser cannot make any claims against the Vendor or request any compensation.

**Special Condition 24 – GENERAL CONDITION 15 Adjustments**

For the purposes of General Condition 15, the expression "periodic outgoings" does not include any amounts to which Section 10G of the *Sale of Land Act* 1962 applies.

**Special Condition 25– GENERAL CONDITION 21 Notices**

General Condition 21 does not apply to any amount to which Section 10G or 10H of the *Sale of Land Act* 1962 applies.

**Special Condition 26 – OFFICE CLOSURE**

In the event the due date for settlement as stipulated in the Particulars of Sale fall between 22 December 2025 and 12 January 2026 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13 January 2026. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 13 January 2026.

# GUARANTEE

We,

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the                      day of    202

SIGNED SEALED AND DELIVERED

by the Guarantors    .....

in the presence of:    .....

Witness .....



**Sargeants** Est. 1978

Wyndham & Hobsons Bay

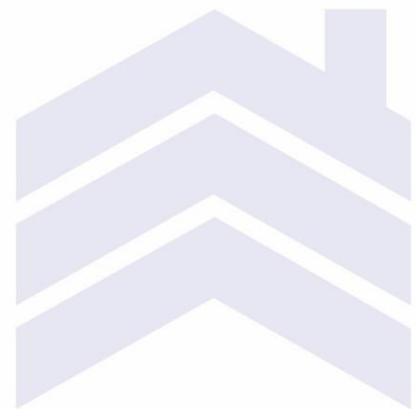
CONVEYANCING & PROPERTY TRANSFER SPECIALISTS

## NOTICE TO PURCHASER

**PROPERTY;** Lot 314, 11 Erin Drive, Fraser Rise VIC 3336

**VENDOR;** Yogesh Govindlal Malu and ANUPAMA SHYAMSUNDAR JAJU

- 1. The above property is either existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.**







**Sargeants** Est. 1978

Wyndham & Hobsons Bay

CONVEYANCING & PROPERTY TRANSFER SPECIALISTS

# SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	Yogesh Govindlal Malu and ANUPAMA SHYAMSUNDAR JAJU
<b>Property:</b>	Lot 314, 11 Erin Drive, Fraser Rise VIC 3336

**VENDORS REPRESENTATIVE**  
Sargeants Wyndham & Hobsons Bay  
Tel: 1300 072 743  
Email:

Ref: EB:23/0176

Wyndham Office: Suite 3, 58 Old Geelong Road, HOPPERS CROSSING 3029

Hobsons Bay Office: Level 1, 92 Railway Street South, ALTONA 3018



# Sargeants Conveyancing Wyndham and Hobsons Bay

## SECTION 32 STATEMENT

### PARTICULARS OF SALE

Vendor: Yogesh Govindlal Malu and ANUPAMA SHYAMSUNDAR JAJU

Property: Lot 314, 11 Erin Drive, Fraser Rise VIC 3336

**LAND BEING SOLD** - The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title  
**Volume 12498 Folio 036**

### **IMPORTANT NOTICES TO PURCHASER**

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

### **FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$4,500 approximately per annum**
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (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 the above amount.
- (d) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:-  
**NOT APPLICABLE**
- (e) Commercial and Industrial Property Tax Reform Act 2024 (Vic) and Windfall Gains Tax  
**NOT APPLICABLE**

### **INSURANCE**

#### Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

**NOT APPLICABLE**

### **LAND USE - RESTRICTIONS**

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)

- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

**NONE TO THE VENDORS KNOWLEDGE**

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

Special condition

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other authority or person even if unknown to the vendor. The purchaser should make his own enquiries including whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claims in relation thereto. If the property sold includes common property, the purchaser purchases the property subject to the Strata Titles Act 1967, the Subdivision Act 1989 and the Owners Corporation Act 2006 (as amended) and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

**ROAD ACCESS**

**There is access to the property by road**

**BUSHFIRE - PRONE AREA**

(1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.

(2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

**PLANNING AND ROAD ACCESS** - Information concerning any planning instrument –

Planning Scheme: See attached certificate

Responsible Authority:

Zoning: See attached certificate

Planning Overlay/s: See attached certificate

**The planning instrument does not prohibit the construction of a dwelling house on the land.**

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

Special condition

The property is sold subject to any declaration, restriction as to the use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation and the purchaser should make their own enquiries. No such declaration or restrictions shall constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection, nor be entitled to any compensation from the vendor in respect thereof.

**NOTICES** - Particulars of any notice, order, declaration, report, 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.

(a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property

(b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)

(c) **Agricultural chemicals**

Particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary

Chemicals Act 1992.

(d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.

(e) **Compulsory acquisition**

Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.

(f) Notice issued by the Environment Protection Authority

(g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

**NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licenses affecting the land are as follows :- **NOT APPLICABLE**

**WARNING** The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there

### **BUILDING APPROVALS**

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

### **NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE**

#### Special condition

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein or contained in the contract or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed and that some may be constructed over easements. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the purchaser shall not delay settlement or claim any compensation whatsoever from the Vendor, or require the Vendor to comply with any one or more of those laws or regulations, obtain any consents, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

### **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of:-

(a) A current Owners Corporation Certificate issued in respect of the land being sold;

(b) The Owners Corporation Rules;

(c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;

(d) The most recent accounts and balance sheet of the Owners Corporation and

(e) A Statement of advice and information for prospective purchasers and lot owners.

**NOTE** - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

**GROWTH AREA INFRASTRUCTURE CONTRIBUTION**  
**NOT APPLICABLE**

**SERVICES** - Information concerning the supply of the following services -

<b>SERVICE</b>	<b>STATUS</b>
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

**The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.**

**WARNING TO PURCHASER**

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require.

The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

**TITLE**

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor/the owner in fee simple)

**SUBDIVISION (if relevant)**

**Unregistered Plan of Subdivision**

**Attached is the latest version of the plan which has/has not been certified.**

**Staged Subdivision (if relevant)**

**Attached is the latest version of the first stage if the land is in the second or subsequent Stage.**

**The following requirements in the Statement of Compliance relating to the stage in which the land is included have not been complied with:- NONE**

**Proposals relating to subsequent stages that are known to the Vendor are:- NONE**

**The contents of any Planning Permit under the *Planning and Environment Act 1987* authorizing the stages subdivision are attached (if relevant).**

**Further Plan of Subdivision (if relevant)**

**Attached is the latest version of the plan which has/has not been certified.**

**DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

Details of any energy efficient information required to be disclosed regarding a disclosure affected building or disclosure area or 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 facilities including any support facilities; and
- (b) With a net lettable area of at least 2000m<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**

**SWIMMING POOLS AND SMOKE ALARMS**

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water.

Further, the purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

**Name of the Vendor**

**Yogesh Govindlal Malu and Anupama Shyamsundar Jaju**

**Signature/s of the Vendor**

x




I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulation.

**INSURANCE**

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

**COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE** - (If applicable)

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.
2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

**GST**

If at any time I the vendor am required to collect any GST I undertake to deliver a valid Tax Invoice addressed to the purchaser, personally to Sargeants five clear business days before the settlement date or any date that I may make or I am deemed to have made a taxable supply.

**AUTHORITY**

I hereby irrevocably give authority to Sargeants to give directions as to the payment of any monies due to me under the contract.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x



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

Page 1 of 1

VOLUME 12498 FOLIO 036

Security no : 124129834327K  
Produced 12/11/2025 12:10 PM

### LAND DESCRIPTION

Lot 314 on Plan of Subdivision 839255M.  
PARENT TITLE Volume 12495 Folio 739  
Created by instrument PS839255M 25/08/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
YOGESH GOVINDLAL MALU  
ANUPAMA SHYAMSUNDAR JAJU both of UNIT 2 121 TAMBET STREET BENTLEIGH EAST VIC  
3165  
AX239141C 08/09/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX239142A 08/09/2023  
SUNCORP-METWAY LTD

COVENANT PS839255M 25/08/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AW666036Y 24/03/2023

### DIAGRAM LOCATION

SEE PS839255M FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 11 ERIN DRIVE FRASER RISE VIC 3336

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 08/09/2023

DOCUMENT END



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 02/08/2024 01:12:03 PM

Status	Registered	Dealing Number	AW666036Y
Date and Time Lodged	24/03/2023 12:43:51 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22300028

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9987/220

### Instrument and/or legislation

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

### Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Refer Image Instrument

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

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### Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	24 MARCH 2023

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### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AW666036Y</b>
Number of Pages (excluding this cover sheet)	<b>18</b>
Document Assembled	<b>02/08/2024 13:12</b>

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# HARWOOD ANDREWS

## SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

**MELTON CITY COUNCIL**  
Council

- and -

**LCY ONE ALLIANCE PTY LTD**  
**ACN 617 040 043**

in relation to land at:

**1200-1306 TAYLORS ROAD, FRASER RISE**

22300028

Harwood Andrews  
ABN 98 076 868 034  
70 Gheringhap Street, Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

**PARTIES:**

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337  
(Council)
2. **LCY One Alliance Pty Ltd ACN 617 040 043** of GC & Associates Pty Ltd, Suite 8, Level 1, 387-389 Springvale Road, Springvale 3171  
(Owner)

**RECITALS:**

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the ICP apply to the Land.
- R.5. The ICP sets out the contribution required from individual land owners within the area covered by the ICP for the provision of:
  - a. works, services or facilities; and
  - b. land for public purposes.
- R.6. The ICP relevantly provides that:
  - a. where the Parcel Contribution Percentage of the land to be developed exceeds the ICP Land Contribution Percentage for the relevant class of development, the Owner is entitled to be paid the Land Credit Amount at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act; and
  - b. where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act.
- R.7. Council has issued the Permit for the Land. The Permit relevantly requires the:
  - a. payment of the Monetary Component in accordance with the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements; and
  - b. provision of the Land Component in accordance with the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
- R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
  - a. satisfy the requirements of the Permit;
  - b. set out the obligations of the Owner to pay the Monetary Component;

- c. document the arrangements for:
  - i. the payment of the Land Equalisation Amount to Council; and
  - ii. the vesting of Inner Public Purpose Land in Council,  
at the time agreed between the parties; and
- d. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

R.9. All Mortgagees or Caveators have consented to this Agreement.

AW666036Y

## IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Adjustment** or **Adjusted** has the meaning identified in the ICP.
- 1.3. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.4. **Caveator** means the caveator identified in Item 6 of Schedule 1.
- 1.5. **Council** means:
  - 1.5.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.5.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.5.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.7. **Current Address for Service**
  - 1.7.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
  - 1.7.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
  - 1.8.1. for the Council means [legalservices@melton.vic.gov.au](mailto:legalservices@melton.vic.gov.au), or any other email address listed on the website of the Council; and
  - 1.8.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.9. **Current Number for Service**



- 1.9.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
- 1.9.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.
- 1.10. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.
- 1.11. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.12. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.13. **GST** means the *New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.14. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999* (Cth).
- 1.15. **ICP** means the ICP identified in Item 3 of Schedule 1 which is incorporated into the Planning Scheme.
- 1.16. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.17. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- 1.18. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.19. **Land** means the land identified in Item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.20. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.21. **Land Credit Amount** means any land credit amount applicable to the Land, as adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.22. **Land Equalisation Amount** means any land equalisation amount applicable to the Land as adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.23. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.24. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.

- 1.25. **Mortgagee** means the mortgagee identified in Item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.26. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.27. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.28. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.29. **Permit** means the planning permit identified in Item 4 of Schedule 1, which was issued by Council in its capacity as the responsible authority, as amended from time to time.
- 1.30. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.31. **PSP** means the document identified in Item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.32. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.33. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.34. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.35. **Schedule** means a schedule to this Agreement.
- 1.36. **Schedule of Contributions** means the schedule of contributions for the development allowed by the Permit, submitted to and approved by Council under the Permit.
- 1.37. **Schedule of Contributions for the Stage** means the schedule of contributions in respect of a stage submitted to and approved by Council under the Permit.
- 1.38. **Stage** is a reference to a stage of subdivision of the Land pursuant to the Permit, as shown on the Endorsed Plans.
- 1.39. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.40. **Tax Act** means the *Taxation Administration Act 1953* (Cth).
- 1.41. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.

## 2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

### **3. MONETARY COMPONENT**

#### **3.1. Requirement to pay Monetary Component**

The Owner must pay the Monetary Component in accordance with the Permit.

#### **3.2. Timing for payment of Monetary Component**

The Owner must pay the Monetary Component pursuant to clause 3.1 for any Stage prior to the issue of a Statement of Compliance for that Stage.

### **4. LAND PROJECTS**

#### **4.1. Provision of Inner Public Purpose Land**

4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage in accordance with Schedule 3.

4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 4.1.1 Council may at its absolute discretion:

4.1.2.1. further extend the relevant timeframe in writing; or

4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has vested the relevant Inner Public Purpose Land in accordance with Schedule 3.

#### 4.2. **Condition of the land**

The Owner agrees that any land vested in Council in accordance with clause 4.1 must be:

- 4.2.1. sown to grass (minimum 95% coverage without bare areas exceeding 1 square metre, with grass seed germinated and grass able to be mown); free from rock, debris and weeds; graded to gradients no steeper than 1:6; and freely draining, to the satisfaction of Council;
  - 4.2.2. free of all encumbrances;
  - 4.2.3. free from contamination;
  - 4.2.4. have any liability for GAIC discharged prior to it being vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
  - 4.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged; and
  - 4.2.6. connected to services, where applicable,
- unless otherwise agreed to in writing by Council.

#### 4.3. **Survival of liability clause**

The Owner agrees that clause 4.2.4 survives the termination or ending of this Agreement.

#### 4.4. **No further compensation payable**

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land vested in Council pursuant to the ICP.

#### 4.5. **Payment of any Land Equalisation Amount**

The Owner must pay the Land Equalisation Amount for a Stage:

- 4.5.1. to the collecting agency;
- 4.5.2. prior to the issue of a Statement of Compliance for the relevant Stage; and
- 4.5.3. in accordance with Schedule 3, unless otherwise agreed by Council in writing.

### 5. **OWNER'S FURTHER COVENANTS**

The Owner warrants and covenants that:

- 5.1. It is the registered proprietor (or entitled to be so) of the Land;
- 5.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;

- 5.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 5.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 5.5. It will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
  - 5.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 5.5.3. the cancellation or alteration of this Agreement in the Register.
- 5.6. To the extent that the costs and expenses to be paid for by the Owner in accordance with clause 5.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 5.7. It will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 5.8. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## **6. ACKNOWLEDGEMENT BY THE PARTIES**

The Parties acknowledge and agree that:

- 6.1. This Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under the ICP; and
- 6.2. Compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

## **7. FURTHER ASSURANCE**

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

## **8. AMENDMENT**

- 8.1. This Agreement may be amended only in accordance with the requirements of the Act.

- 8.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

## 9. NO WAIVER

The Parties agree that:

- 9.1. No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
- 9.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
  - 9.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 9.2. Any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

## 10. NO FETTERING OF POWERS OF COUNCIL

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

## 11. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

## 12. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery or email to the Current Addresses for Service or Current Email Address for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 12.1. Not later than seven business days after being deposited in the mail with postage prepaid;
- 12.2. When delivered by hand; or
- 12.3. If sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

## 13. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

**14. INVALIDITY OF ANY CLAUSE**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

**15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**16. JOINT OBLIGATIONS**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**18. GST**

The Parties agree that:

- 18.1. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- 18.2. A supply under this Agreement of:
  - 18.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
  - 18.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
    - 18.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
    - 18.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
    - 18.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or

18.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

18.3. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and

18.4. A Party is not obliged, under clause 18.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

## 19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

19.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.

19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):

19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or

19.2.2. where a clearance certificate is not provided in accordance with clause 19.2.1:

19.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;

19.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and

19.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

19.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.



- 19.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

## 20. COUNTERPARTS

- 20.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- 20.2. Execution by either or both parties of a email copy of this Agreement, or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- 20.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000 (Vic)*.

## 21. COMMENCEMENT AND ENDING OF AGREEMENT

- 21.1. This Agreement will commence:
- 21.1.1. on the date that it bears; or
  - 21.1.2. if it bears no date, on the date it is recorded in the Register.
- 21.2. This Agreement will end:
- 21.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
  - 21.2.2. in respect of all other land:
    - 21.2.2.1. once the Owner has completed, to the satisfaction of Council, all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
    - 21.2.2.2. by agreement between the Parties in accordance with Section 177(2) of the Act; or
    - 21.2.2.3. otherwise in accordance with the provisions of the Act.
- 21.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 21 days of a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

**EXECUTED BY THE PARTIES**

**Signed sealed and delivered as a deed by the Parties**

**Date:** 23/03/2023

**SIGNED** on behalf of **MELTON CITY COUNCIL** by **ROBERT BAGGIO, MANAGER PLANNING SERVICES** pursuant to an instrument of delegation authorised by a Council resolution dated 30 August 2021 in the presence of:

.....  
Signature of delegate



.....  
Witness

.....  
Brandon Zappia

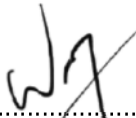
.....  
Print name

By witnessing this Agreement, the witness confirms that either:

    this Agreement was signed physically in their presence; or

    where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)* have been met.

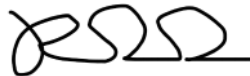
**Executed by LCY ONE ALLIANCE PTY LTD**  
**ACN 617 040 043** in accordance with section  
127(1) of the *Corporations Act 2001*:



.....  
Signature of Director

.....  
**KEE LOUNG WONG**

.....  
Print full name

)  
)  
)  
)  
)  


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

.....  
**TOH SIN KIU**

.....  
Print full name

**MORTGAGEE CONSENT**

The Mortgagee identified in Item 5 of Schedule 1 under the Instrument/s of Mortgage identified in Item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.


DATED: 6th March,2023

Executed for and on behalf of **Westpac Banking Corporation**

I certify that the Attorney for the Bank, with Whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed in my presence.


Signed by ..... **Natalie Caruana** .....

as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney, dated 17th January 2001, a certified copy of which is filed in the Permanent Order Book, No.277, Page 16

Signature of Witness.....

Name of Witness ..... Brown Ctn .....

Address of Witness: 150 Collins Street,  
Melbourne.

  
.....  
Signature.

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the the power of attorney

**Schedule 1**

<b>Item 1 – Land</b>	<b>Certificate of Title Volume 9987 Folio 220 1200-1306 Taylors Road, Fraser Rise Lot 3 on Plan of Subdivision 219656R PSP Property 45</b>
<b>Item 2 – Precinct Structure Plan</b>	<b>Plumpton Precinct Structure Plan, December 2017 (Amended April 2019)</b>
<b>Item 3 –Infrastructure Contributions Plan</b>	<b>Plumpton &amp; Kororoit Infrastructure Contributions Plan, July 2018 (Amended October 2019)</b>
<b>Item 4 – Permit</b>	<b>PA2018/6330/2</b>
<b>Item 5 – Mortgagee &amp; Instrument/s of Mortgagee</b>	<b>Westpac Banking Corporation under Instrument of Mortgage AV032500V</b>
<b>Item 6 – Caveator &amp; Instrument of Caveat</b>	<b>N/A</b>

**Schedule 2**

**ICP CONSTRUCTION PROJECTS TABLE**

*Not used*

AW666036Y

- 2 -

### Schedule 3 LAND PROJECTS TABLE

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council <sup>1</sup>
P-45	12.26%	7.72%	Under	NA	\$1,045,667.84

#### Under provider

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (hectares) (ICP Land Contribution Percentage x NDA)	Provided as per ICP (hectares)	Staged % of site	% of the Land Equalisation Amount payable for each stage <sup>2</sup>
P-45	1	2.064	12.26%	0.2530	0.3270 (RD-12)	20.70%	\$216,457.90
P-45	2	2.0730	12.26%	0.2541	-	20.79%	\$217,401.76
P-45	3	1.9510	12.26%	0.2392	-	19.57%	\$204,607.25
P-45	4	2.0626	12.26%	0.2529	0.5174 (LP-18)	20.69%	\$216,311.08
P-45	5	0.3251	12.26%	0.0399	-	3.26%	\$34,094.22
P-45	6	1.4951	12.26%	0.1833	-	14.99%	\$156,795.64
<b>Total</b>	-	<b>9.9708</b>	-	<b>1.2224</b>	<b>0.8444</b>	<b>100%</b>	<b>\$1,045,667.84</b>

<sup>1</sup> In July 2021 values, as Adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay

<sup>2</sup> In July 2021 values, as Adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS839255M</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>02/08/2024 13:12</b>

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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 1</b>	<b>PS839255M</b>
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<b>LOCATION OF LAND</b>  PARISH: <b>MARIBYRNONG</b> TOWNSHIP: SECTION: <b>B</b> CROWN ALLOTMENT: <b>4 (PART)</b> CROWN PORTION: TITLE REFERENCE: <b>Vol. Fol.</b>  LAST PLAN REFERENCE: <b>Lot B on PS836035T</b>  POSTAL ADDRESS: <b>1200-1306 Taylors Road</b> (at time of subdivision) <b>FRASER RISE 3336</b>  MGA 94 CO-ORDINATES: <b>E: 297 020 ZONE: 55</b> (of approx centre of <b>N: 5823 450</b> land in plan)	Council Name: <b>Melton City Council</b>  Council Reference Number: <b>Sub5962</b> Planning Permit Reference: <b>PA2018/6330</b> SPEAR Reference Number: <b>S174296J</b>  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: <b>Karen Gaskett</b> for Melton City Council on 10/12/2021  <b>Statement of Compliance</b> issued: 15/08/2023
--	---

<b>VESTING OF ROADS AND/OR RESERVES</b>	<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	Lots 301 - 341 on this plan may be affected by one or more restrictions. Refer to Creation of Restrictions A & B on Sheets 5 & 6 of this plan for details.
Road R1 Road R2	Melton City Council Melton City Council	
<b>NOTATIONS</b>		
DEPTH LIMITATION: <b>15.24 metres</b>		
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No. <b>PA2018.6330</b>  This survey has been connected to Permanent Mark No(s) <b>PSM 31 &amp; PSM 53</b> In Proclaimed Survey Area No. ....		
<b>TAYLORS ESTATE - Release No. 3</b> Area of Release: <b>1.951ha</b> No. of Lots: <b>41 Lots and Balance Lot C</b>		

**EASEMENT INFORMATION**

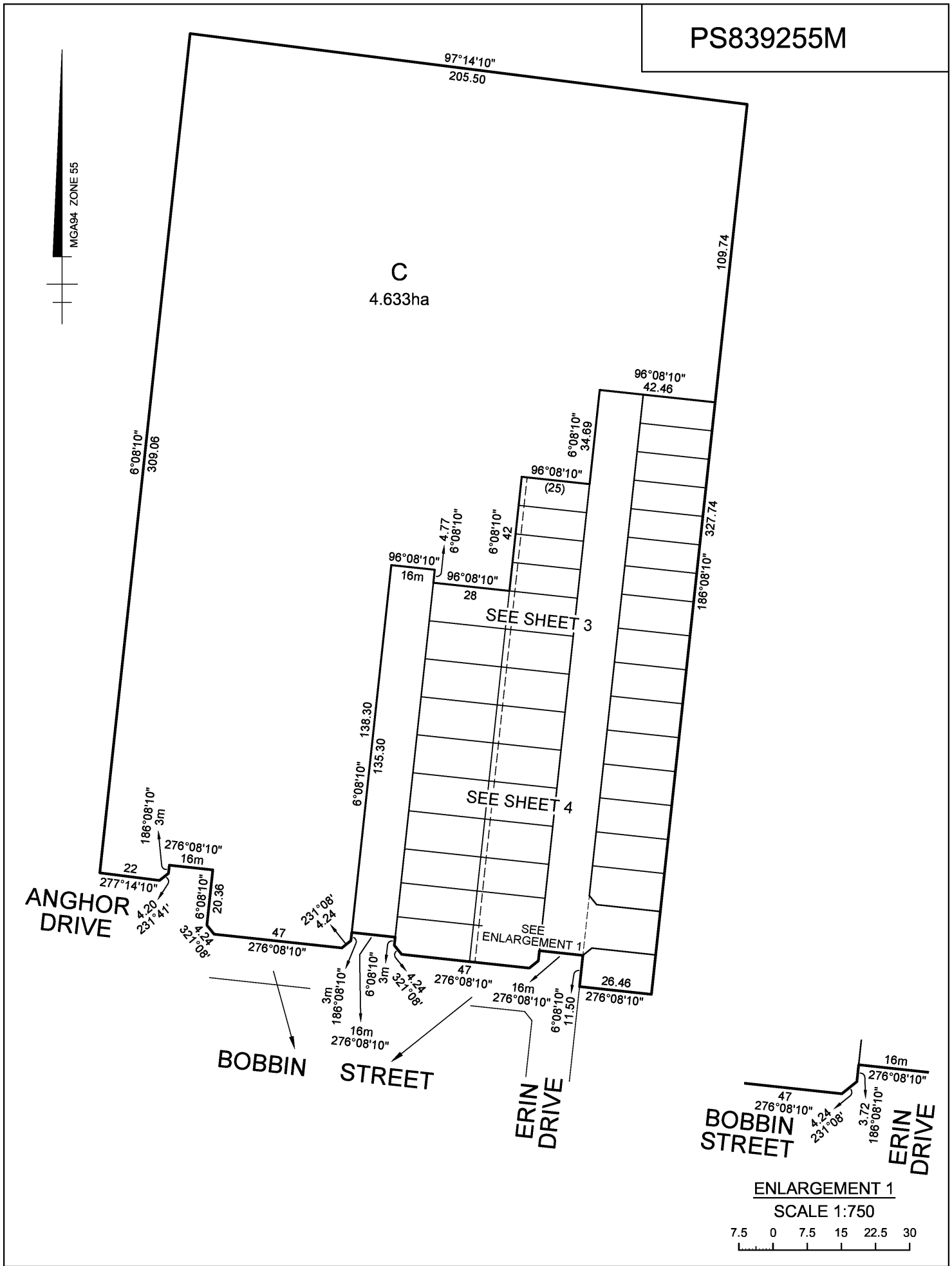
LEGEND: **A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)**

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	2	This Plan	Melton City Council

<b>TAYLORS</b> Urban Development   Built Environments   Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: <a href="http://taylorss.com.au">taylorss.com.au</a>	SURVEYORS FILE REF: <b>Ref. 21423-S3 Ver. 4</b>  Digitally signed by: <b>Mark James Sommerville</b> , Licensed Surveyor, Surveyor's Plan Version (4), 25/11/2021, SPEAR Ref: S174296J	ORIGINAL SHEET SIZE: <b>A3</b>	SHEET <b>1 OF 6</b>  PLAN REGISTERED TIME: <b>3:10 PM</b> DATE: <b>25/08/23</b> <b>Lewis White</b> Assistant Registrar of Titles
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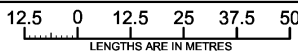
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# TAYLORS

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE  
1:1250



Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
Surveyor's Plan Version (4),  
25/11/2021, SPEAR Ref: S174296J

ORIGINAL SHEET  
SIZE: A3

Ref. 21423-S3  
Ver. 4

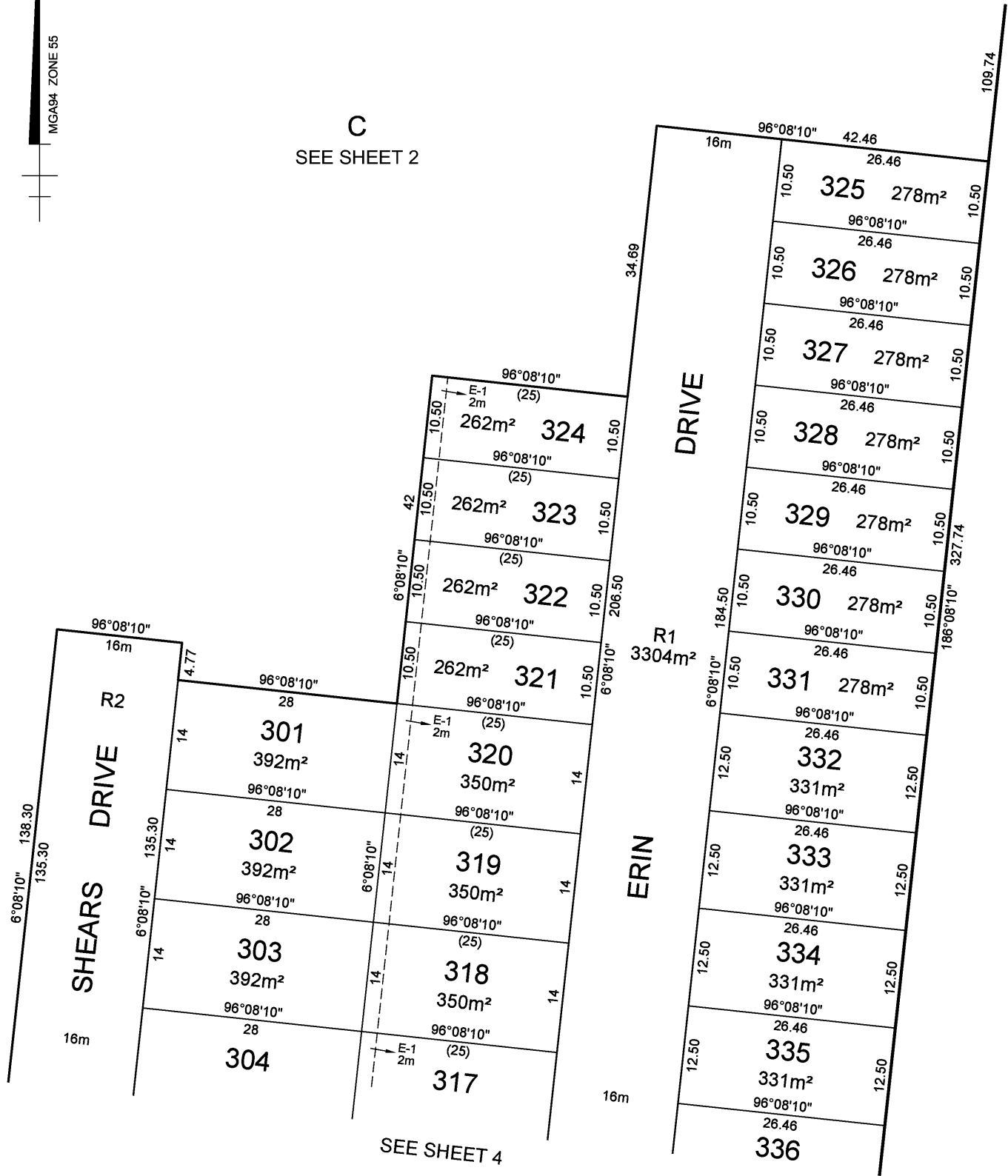
SHEET 2

Digitally signed by:  
Melton City Council,  
10/12/2021,  
SPEAR Ref: S174296J

PS839255M



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SEE SHEET 2

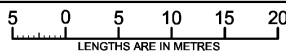


SEE SHEET 4



Urban Development | Built Environments | Infrastructure  
8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE  
1:500



Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
Surveyor's Plan Version (4),  
25/11/2021, SPEAR Ref: S174296J

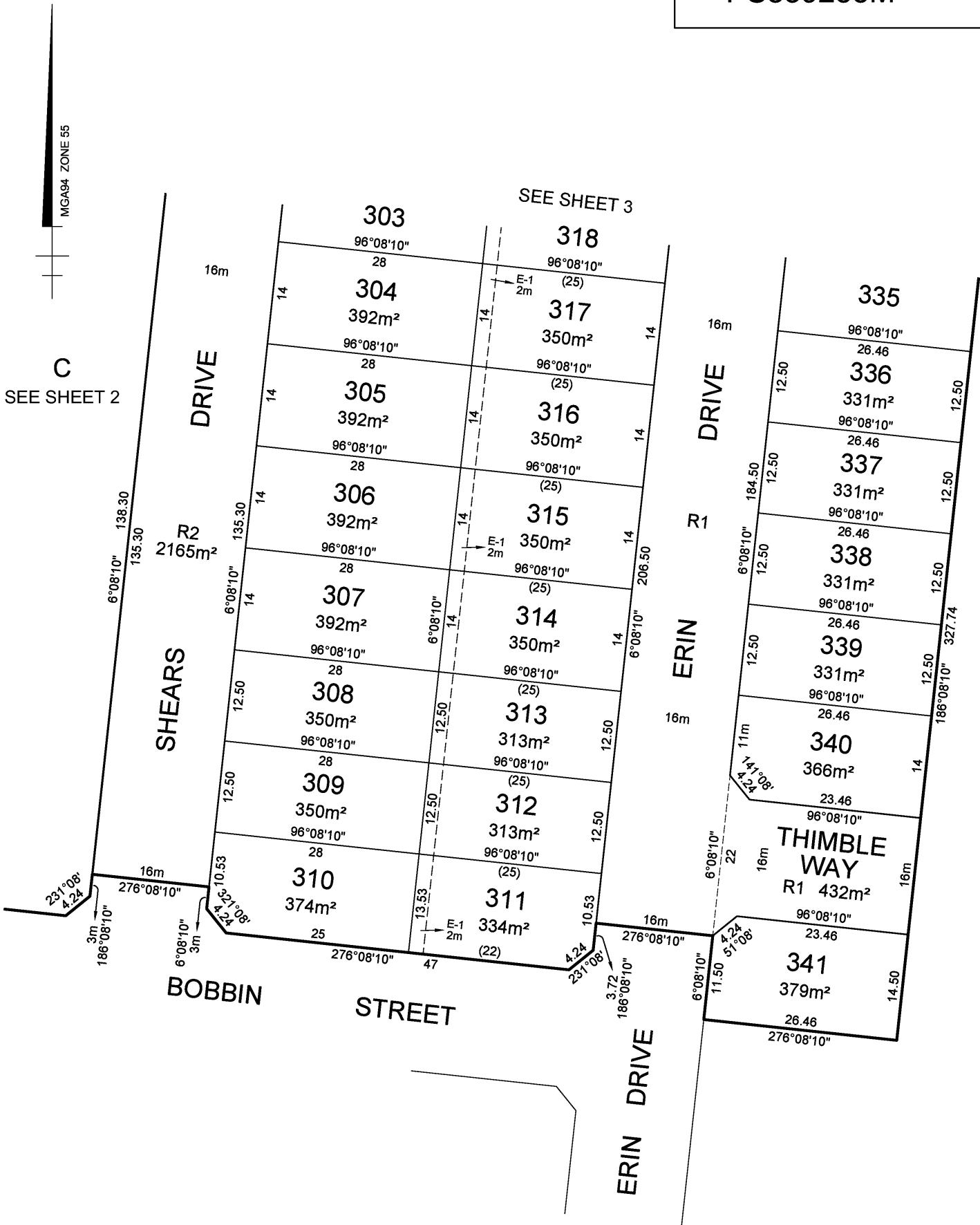
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SIZE: A3

Ref. 21423-S3  
Ver. 4

SHEET 3

Digitally signed by:  
Melton City Council,  
10/12/2021,  
SPEAR Ref: S174296J

PS839255M



**TAYLORS**  
 Urban Development | Built Environments | Infrastructure  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE 1:500  
 5 0 5 10 15 20  
 LENGTHS ARE IN METRES  
 Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
 Surveyor's Plan Version (4),  
 25/11/2021, SPEAR Ref: S174296J

ORIGINAL SHEET SIZE: A3  
 Digitally signed by:  
 Melton City Council,  
 10/12/2021,  
 SPEAR Ref: S174296J

Ref. 21423-S3  
 Ver. 4

SHEET 4

**PS839255M**

**CREATION OF RESTRICTION A**

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

BURDENED LAND: See Table 1  
 BENEFITED LAND: See Table 1

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by the Taylors Estate Design Review Committee (DRC) and prepared in accordance with the Taylors Estate Design Guidelines as amended from time to time, and then only in compliance with any condition imposed by the Taylors Estate Design Review Committee (DRC) in respect of that approval.
2. Make an application or allow an application to be made to further subdivide the lot unless otherwise agreed in writing by the Taylors Estate Design Review Committee (DRC).

Expiry date: 31/12/2030

**TABLE 1**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302, 320
302	301, 303, 319
303	302, 304, 318
304	303, 305, 317
305	304, 306, 316
306	305, 307, 315
307	306, 308, 314
308	307, 309, 313
309	308, 310, 312
310	309, 311
311	310, 312
312	309, 311, 313
313	308, 312, 314
314	307, 313, 315
315	306, 314, 316
316	305, 315, 317
317	304, 316, 318
318	303, 317, 319
319	302, 318, 320
320	301, 319, 321
321	320, 322

**TABLE 1 continued**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
322	321, 323
323	322, 324
324	323
325	326
326	325, 327
327	326, 328
328	327, 329
329	328, 330
330	329, 331
331	330, 332
332	331, 333
333	332, 334
334	333, 335
335	334, 336
336	335, 337
337	336, 338
338	337, 339
339	338, 340
340	339
341	340



**Urban Development | Built Environments | Infrastructure**  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
 Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
 Surveyor's Plan Version (4),  
 25/11/2021, SPEAR Ref: S174296J

ORIGINAL SHEET  
 SIZE: A3

Ref. 21423-S3  
 Ver. 4

SHEET 5

Digitally signed by:  
 Melton City Council,  
 10/12/2021,  
 SPEAR Ref: S174296J

PS839255M

**CREATION OF RESTRICTION B**

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

BURDENED LAND: See Table 2

BENEFITED LAND: See Table 2

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

Build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Melton Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC

Expiry date: 31/12/2030

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
321	A	320, 322
322	A	321, 323
323	A	322, 324
324	A	323
325	A	326
326	A	325, 327
327	A	326, 328
328	A	327, 329
329	A	328, 330
330	A	329, 331
331	A	330, 332



Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
Surveyor's Plan Version (4),  
25/11/2021, SPEAR Ref: S174296J

ORIGINAL SHEET  
SIZE: A3

Ref. 21423-S3  
Ver. 4

SHEET 6

Digitally signed by:  
Melton City Council,  
10/12/2021,  
SPEAR Ref: S174296J

Created at 12 November 2025 08:21 AM

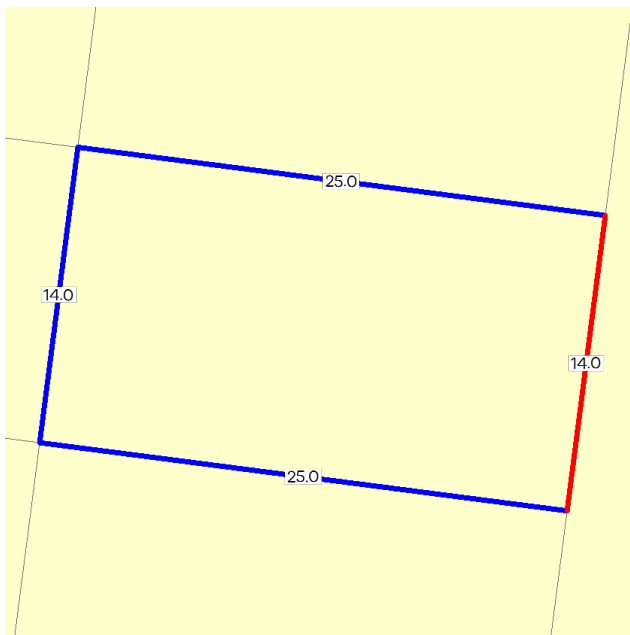
## PROPERTY DETAILS

Address: **11 ERIN DRIVE FRASER RISE 3336**  
Lot and Plan Number: **Lot 314 PS839255**  
Standard Parcel Identifier (SPI): **314\PS839255**  
Local Government Area (Council): **MELTON**  
Council Property Number: **1012087**  
Directory Reference: **Melway 355 G5**

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

## SITE DIMENSIONS

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



**Area:** 350 sq. m

**Perimeter:** 78 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SYDENHAM**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 12 November 2025 08:21 AM

## PROPERTY DETAILS

Address: **11 ERIN DRIVE FRASER RISE 3336**  
 Lot and Plan Number: **Lot 314 PS839255**  
 Standard Parcel Identifier (SPI): **314\PS839255**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **1012087**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 355 G5**

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

[Planning Scheme - Melton](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **SYDENHAM**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Note

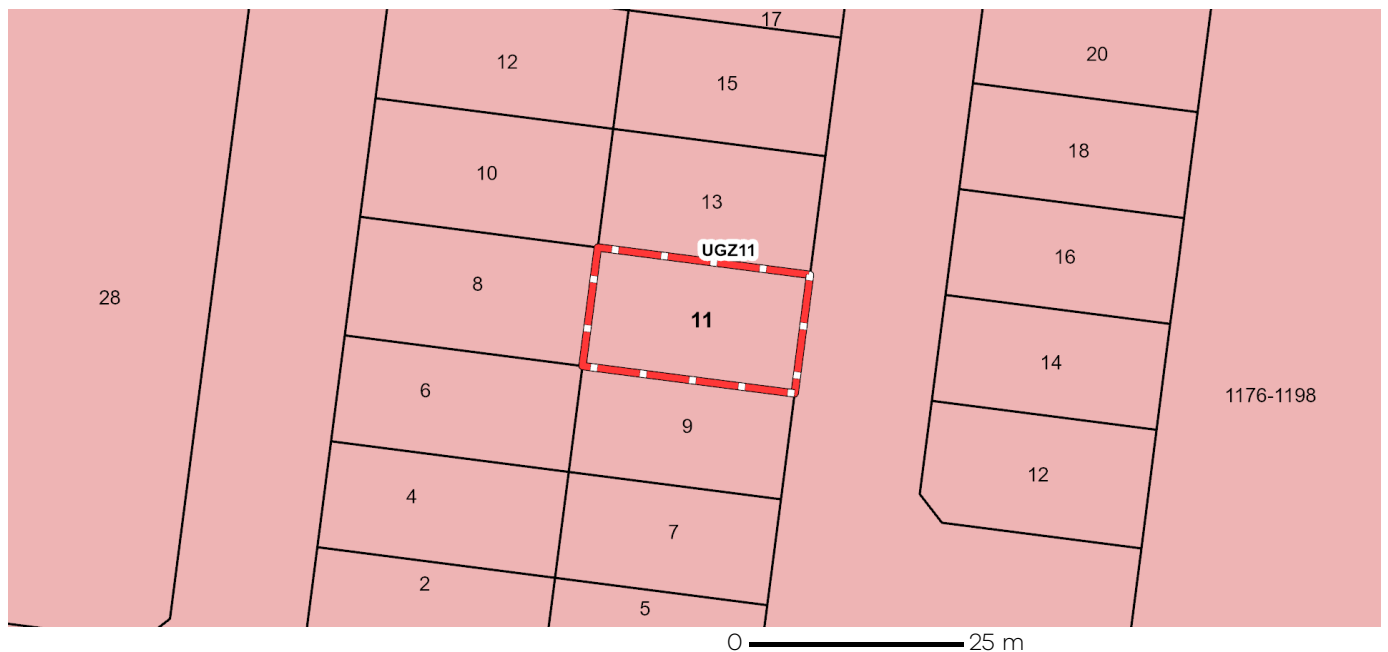
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



**UGZ - Urban Growth**

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

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

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



## Planning Overlay

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

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)



**ICO - Infrastructure Contributions Overlay**

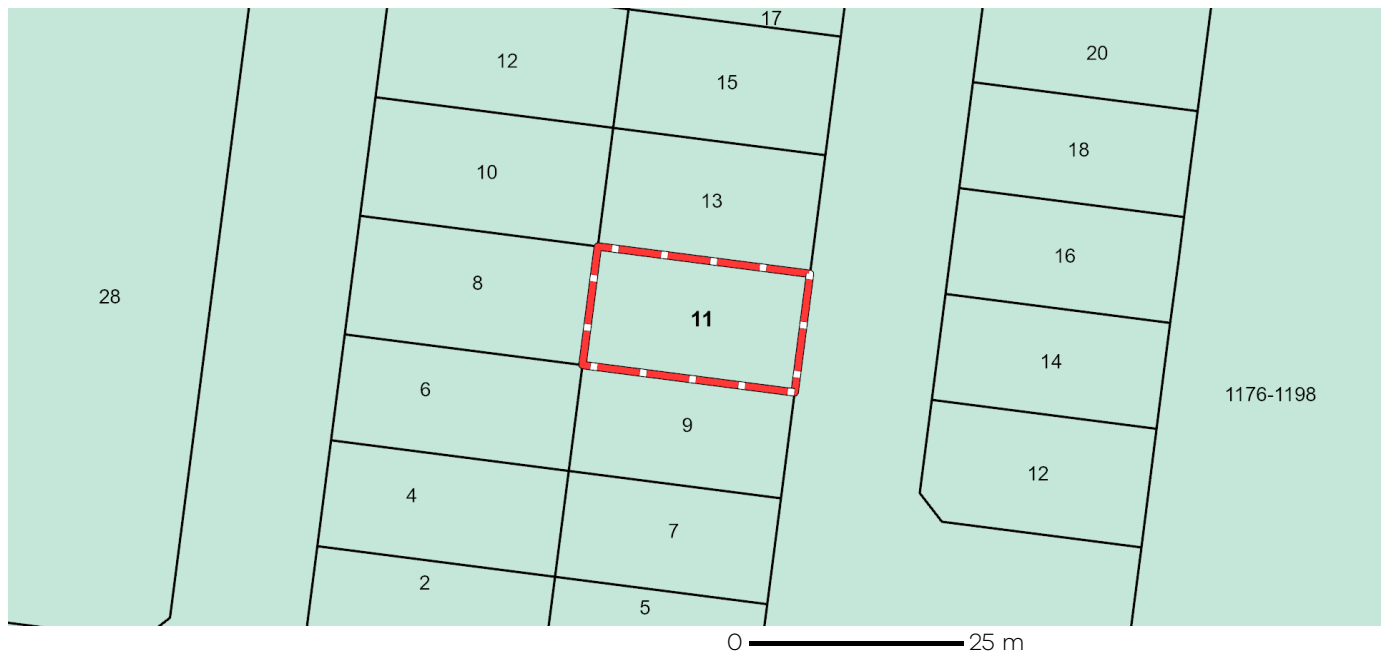
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

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



**Land added to the UGB since 2005**

Copyright © - State Government of Victoria

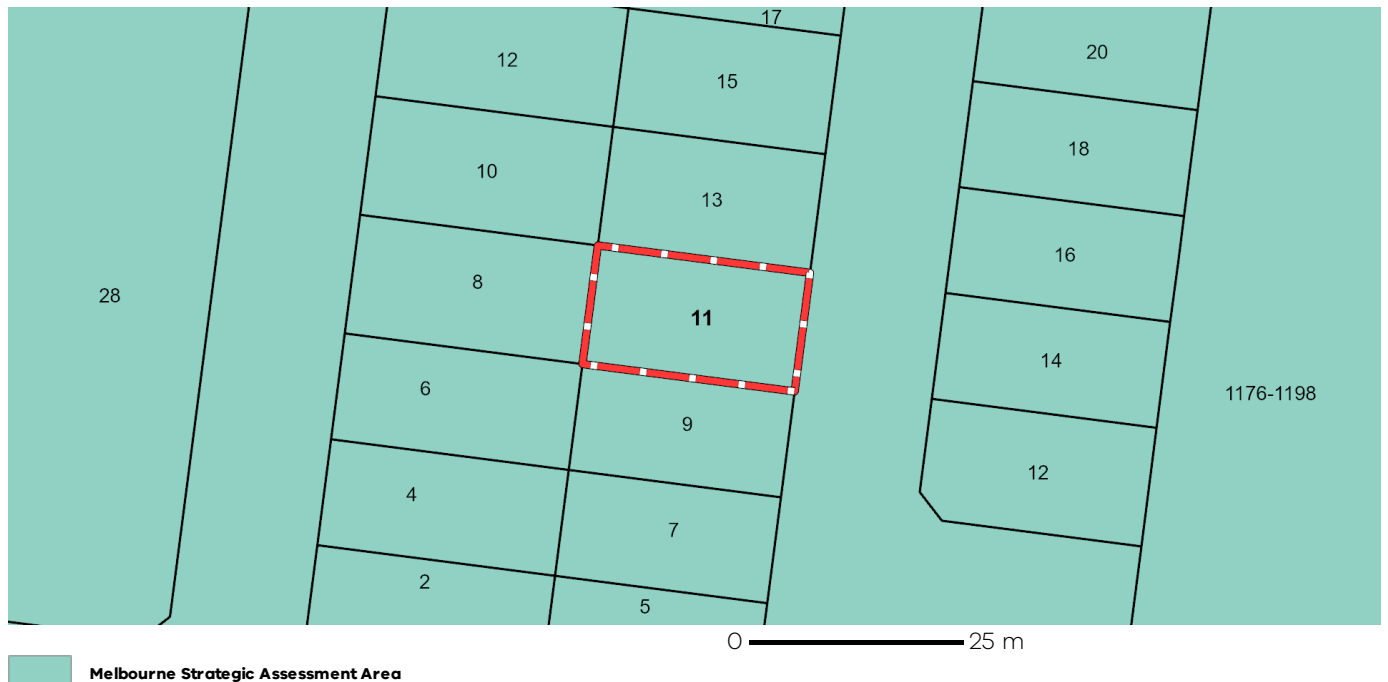
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 6 November 2025.

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

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

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

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

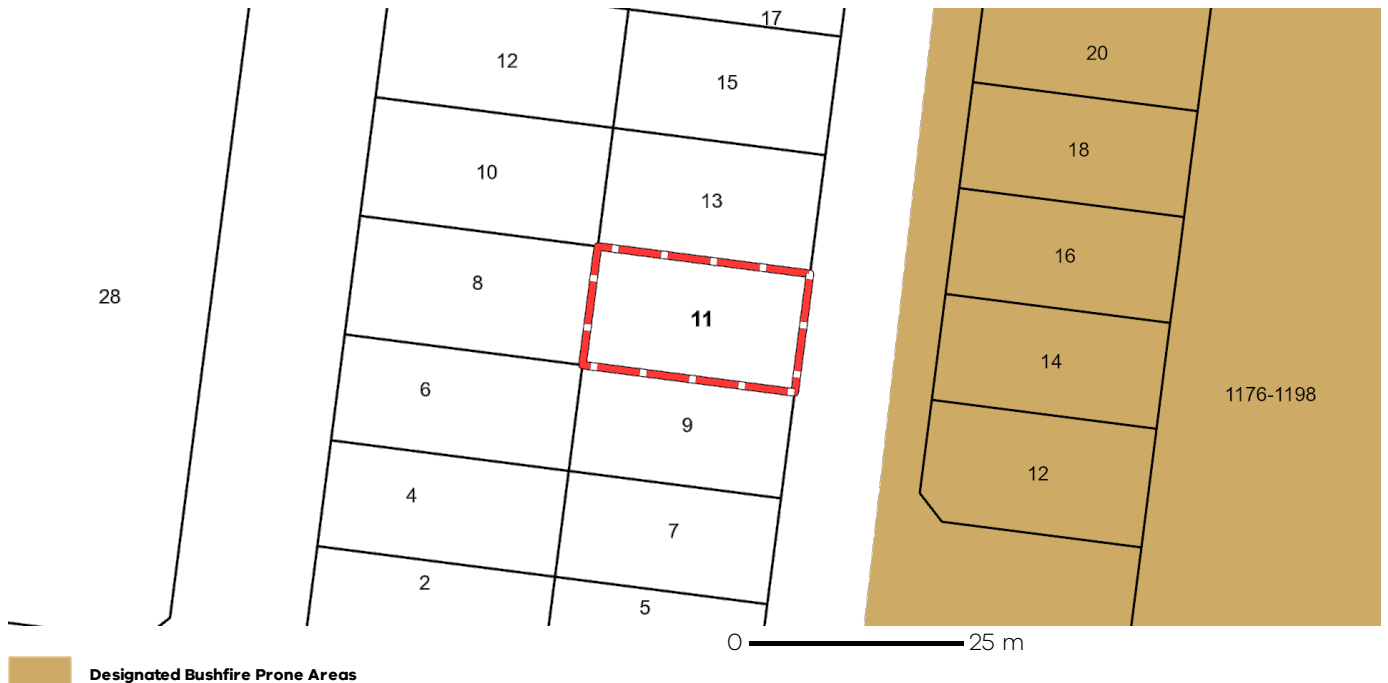
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# Rates, charges and valuation notice

# 2025/2026

T: (03) 9747 7200  
W: melton.vic.gov.au  
E: revenue@melton.vic.gov.au



For the period 1 July 2025 to 30 June 2026

A.B.N 22 862 073 889

Date of Issue: 20/08/2025

Y G Malu & A S Jaju  
Unit 2  
121 Tambet Street  
BENTLEIGH EAST VIC 3165

Arrears will be charged interest at 10% P.A.

Assessment Number

1012087

Arrears Amount

Due

Pay this amount

\$396.98

Not later than

30/09/2025

Property Location 11 Erin Drive FRASER RISE VIC 3336  
Description LOT 314 PS 839255M V/F 12498/036

Ward

JACKWOOD

Capital Improve Value  
\$335,000

Site Value  
\$335,000

Net Annual Value  
\$16,750

PRESCRIBED DATE OF VALUATION: 01/01/2025  
EFFECTIVE DATE OF VALUATION: 01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

Vacant Land	\$0.00359690	x \$335,000	\$1,204.96
Municipal Charge	\$189.00	x 1	\$189.00

### Emergency Services & Volunteer Fund

Residential ESVF Fixed Charge	\$136.00	x 1	\$136.00
Residential ESVF Variable Charge	\$0.00017300	x \$335,000	\$57.96

### Total Rates & Charges

\$1,587.92

1st Instalment 30/09/2025  
\$396.98

2nd Instalment 30/11/2025  
\$396.98

3rd Instalment 28/02/2026  
\$396.98

4th Instalment 31/05/2026  
\$396.98

### Total Balance

\$1,587.92

The Emergency Services & Volunteer Fund sum of \$193.96 is collected for the State Government. AVPCC 100 Vacant Residential Dwelling Site/Surveye

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No. 001010120879



Billers Code: 1123



melton.vic.gov.au



1300 067 479



\*330 001010120879

ASSESSMENT NUMBER 1012087

RATE PAYER Y G Malu & A S Jaju

PROPERTY LOCATION 11 Erin Drive FRASER RISE VIC 3336



Scan here to pay

Amount Payable

\$396.98



## GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

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

A6A6CC9F1Y



# MELTON CITY COUNCIL

## IMPORTANT INFORMATION REGARDING RATES AND CHARGES

### Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

### Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

### All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

### Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

### Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Emergency Services and Volunteer Fund.

### Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

### Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

(i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;

(ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

**NOTE:** Lodging an appeal or objection does not prevent recovery of rates, charges and Emergency Services and Volunteer Fund. Interest will still be charged on overdue amounts.

### Emergency Services and Volunteers Fund

The owner(s) of rateable land under the Emergency Services and Volunteers Fund Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Emergency Services and Volunteers Fund can also apply for a waiver or deferral. Further information is available at [sro.vic.gov.au/esvf](http://sro.vic.gov.au/esvf)

### Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$266.00 (maximum) State Government rebate and \$50.00 fixed rebate for the Emergency Services and Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

### Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

### Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Emergency Services and Volunteer Fund or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.

General Rate	0.0021158	\$708.79
Vacant Land	0.0035969	\$1,204.96
Extractive Industry Land	0.0060935	\$2,041.32
Commercial/Industrial Developed Land	0.0033853	\$1,134.08
Commercial/Industrial Vacant Land	0.0047606	\$1,594.80
Retirement Village Land	0.0017984	\$602.46
Rural Living Land	0.0019042	\$637.91
Rural Land	0.0015234	\$510.34
Urban Growth Land	0.0016926	\$567.02








### Rate cap

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.



## PAYMENT METHODS

 INTERNET	 BY PHONE	 IN PERSON	 BY MAIL
To make payments using your MasterCard or Visa, please visit <a href="http://melton.vic.gov.au/onlinepayments">melton.vic.gov.au/onlinepayments</a>	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. <b>(Minimum \$5)</b>	<p><b>Australia Post</b> Payments can be made in-store at Australia Post using cash, cheque or debit cards only. <b>(Minimum \$25 per notice)</b></p> <p><b>Melton Civic Centre</b> 232 High Street, Melton 3337</p> <p><b>Melton Library &amp; Learning Hub</b> 31 McKenzie Street Melton 3337</p> <p><b>Caroline Springs Civic Centre/Library</b> 193-201 Caroline Springs Boulevard Caroline Springs 3023</p> <p>Payments can be made by cash, cheque, debit cards, MasterCard or Visa.</p> <p>Refer to our website for hours.</p>	<p>Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337.</p> <p>If mailing please allow sufficient time as Council is not responsible for any postal delays.</p>
 <b>BPAY</b> Contact your bank to make payment directly from your account. <b>(Minimum \$25)</b> More info: <a href="http://bpay.com.au">bpay.com.au</a> Bill code: 1123	 <b>DIRECT DEBIT</b> FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit <a href="http://melton.vic.gov.au/rates">melton.vic.gov.au/rates</a>		 <b>CENTREPAY</b> To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.



Greater  
Western  
Water



Get your bill  
delivered straight  
to your inbox

Go to [gww.com.au](http://gww.com.au) to  
switch to e-bills.

Y Malu & A Jaju  
Unit 2 121 Tambet St  
BENTLEIGH EAST VIC 3165

**Account number**

**90522 90000**

**Tax Invoice** 905851032342

**Date of issue** 11 Sep 2025

**Service address**

11 Erin Drive, Fraser Rise  
VIC, 3336

**Amount to pay**

**\$220.54**

Previous bill	\$220.54
Payments received	-\$220.54
Balance	\$0.00
Current charges	\$220.54
<b>Total charges</b>	<b>\$220.54</b>

**Pay by**

**07 Oct 2025**

Having trouble  
paying your bill?

Call us on **13 44 99** or visit  
[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Please see page 2 for detailed information

## Payment options

Greater Western Water ABN 70 066 902 467



**Direct debit**

Set up direct debit  
at [gww.com.au](http://gww.com.au) or  
call **13 44 99**



**BPAY**

Bill code: **8789**  
Ref: **90522900006**  
Go to [bpay.com.au](http://bpay.com.au)

© Registered to BPAY  
Pty Ltd

ABN 69 079 137 518



**Credit card**

Pay by credit card  
at [gww.com.au](http://gww.com.au) or  
call **13 44 99**



**Australia Post**

Billpay code: **0362**  
Ref: **0905 2290 0003**

Pay at any post office,  
by phone **13 18 16**, at  
[postbillpay.com.au](http://postbillpay.com.au), or  
via AusPost app

**Centrepay**

Make regular deductions  
from your Centrelink  
payments.  
Call **13 44 99** or visit  
[centrelink.gov.au](http://centrelink.gov.au)  
Greater Western Water  
reference: **555-054-071-L**  
Your account number:  
**90522 90000**



## Usage and charges

<b>Outstanding balance</b>					<b>\$0.00</b>
<b>Your network charges <sup>1</sup></b>					
	<b>Size</b>	<b>Charge period</b>			<b>Amount</b>
<b>Water</b>		01/07/2025 - 30/09/2025			\$56.51
<b>Sewer</b>		01/07/2025 - 30/09/2025			\$132.53
<b>Total network charges</b>					<b>\$189.04</b>
<b>Other charges and adjustments</b>					
	<b>Charge period</b>	<b>Net annual value (NAV)</b>	<b>Rate in NAV \$</b>	<b>Minimum Charge (\$)</b>	
<b>Waterways &amp; Drainage <sup>2</sup></b> For Melbourne Water	01/07/2025 - 30/09/2025	\$0.00	\$31.50		\$31.50
<b>Total other charges and adjustments</b>					<b>\$31.50</b>
<b>Your total charges</b>					<b>\$220.54</b>

\*From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit [gww.com.au/pricesandcharges](https://gww.com.au/pricesandcharges)

### Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at [gww.com.au/privacy](https://gww.com.au/privacy) or email [contact@gww.com.au](mailto:contact@gww.com.au) to update your personal information.

## Your charges explained

- 1. Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected

For more information visit [gww.com.au/charges](https://gww.com.au/charges)

## We're here to help

**13 44 99**

Enquiries and support  
(8:30am to 5pm,  
Monday to Friday)

Faults and emergencies  
(24 hours)

**03 9313 8989**

Support in other languages

**13 36 72**

Relay Service

**You could be eligible for a**

**concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gww.com.au/concession](https://gww.com.au/concession)

## We're here to help

There are options available if you're having trouble paying your bill visit [gww.com.au/financial-support](https://gww.com.au/financial-support)



## Here for you now and planning for tomorrow

We're making steady progress fixing the problems caused by our new billing system. There's still more to do and we'll keep you updated along the way. We've also made it easier to get in touch with us in person so you can speak to someone directly if you need support. Thanks for your continued patience, we really appreciate it as we work to get things back on track.

We're also planning ahead to meet the challenges of a growing population and a changing climate.

With dry conditions putting more pressure on our water supplies, we're taking action now. That includes making the most of all available sources - like desalinated water, recycled water and stormwater - and working with our partners so there is enough water for all our customers, now and in the future.

There's action you can take too. By using water wisely, you're helping to stretch our supplies further and every action helps.

**Maree**



**Maree Lang**  
Managing Director  
Greater Western Water



### Save water now and for the months ahead

Melbourne's water storages are lower than previous years and with more people using water, demand is rising faster than rainfall can keep up. At the same time, dry conditions continue across Victoria with water restrictions in place in some towns.

We're planning ahead by expanding our recycled water network, along with using other sources like desalinated water and stormwater where we can, to ease pressure on drinking water supplies.

Let's aim for **Target 150** - that's 150 litres per person, per day. Here's how you can help:

- Keep showers short
- Run full dishwasher loads on eco-mode
- Mulch garden beds to hold in moisture

And don't forget, Permanent Water Saving Rules are always in place to help make water-wise habits part of everyday life.

Get more tips at  
[gww.com.au/saving-water-home](http://gww.com.au/saving-water-home)

### Here to help with billing support

We know the transition to our new billing system hasn't been smooth for everyone, but we're making good progress and getting things back on track.

To make it easier for you to get support, we have a range of options in place:

- **Extended hours:** Our call centre is open 8am to 7pm weekdays and 9am to 5pm weekends.
- **Skip the wait:** Use our callback feature to hold your place in the queue.
- **In-person help:** Visit us at our customer hubs in Sunbury and Footscray.

We're focused on continuing to improve your experience. For the latest updates and support, visit [gww.com.au/billingupdates](http://gww.com.au/billingupdates)



### Spotted a fault? Here's what to do

There's a few ways you can let us know if something doesn't look right.

If it's an emergency, like gushing water, no water supply or every fixture in your house is blocked, call 13 44 99, 24 hours a day, 7 days a week.



If you're out, you can report a fault on your mobile using the Snap Send Solve app. Download the app, snap a photo of the issue and send it in.

You can also report a fault on our website, go to [gww.com.au/reportfault](http://gww.com.au/reportfault)

#### Acknowledgement of Country

Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate, the peoples of the Kulin Nation. We pay our deepest respects to their Elders past and present who continue to forge the way ahead for their emerging leaders.



## Our new prices started 1 July

Each year, the Essential Services Commission approves adjustments to our prices to reflect changes in the cost of delivering safe and reliable water services to you. Our updated prices apply to your water bill from 1 July 2025 and are available on our website.

Learn more at [gwww.com.au/charges](https://www.com.au/charges)

### What your bill pays for

Your bills contribute to so much more than just the safe, reliable drinking water that comes out of your tap.

You're helping to pay for the continual upgrade and development of the infrastructure we need to treat and supply water for our communities.

We also collect some charges on behalf of other government agencies.

Learn more about what your bill pays for at [gwww.com.au/charges](https://www.com.au/charges)



24%

#### Water supply

Part of your bill goes towards distributing water to all of the homes, schools and businesses across our service area.



24%

#### Infrastructure

We're continually upgrading and building essential infrastructure, including treatment plants and thousands of kilometres of pipes.



22%

#### Operating costs

Everyday operations like 24/7 emergency repairs, customer service support and maintaining local waterways, parks and green spaces.



13%

#### Wastewater services

We remove, treat and dispose of wastewater from your home. This includes what you flush down the toilet to what goes down the kitchen sink, ensuring it's treated responsibly to protect public health and the environment.



10%

#### Waterways and drainage charge

We collect this charge for Melbourne Water. It helps protect and improve the health of our waterways and supports flood warning systems.



7%

#### Parks charge

We collect the parks charge from property owners for the Department of Energy, Environment and Climate Action, to help them maintain Melbourne's iconic parks, trails, zoos and waterways and the Shrine of Remembrance.

*This is only charged to properties in the Melbourne metropolitan area.*

## Recycled water flows at the zoo

A new recycled water pipeline connecting the Werribee Open Range Zoo and the Werribee Recycled Water Plant is ensuring that the resident herd of nine Asian elephants have a steady supply of water to enjoy, as part of their 22-hectare sanctuary.

The pipeline delivers around 150 million litres of Class A recycled water annually, with capacity to expand to 400 million

litres as the zoo grows. This specially treated water provides a reliable, fit-for-purpose supply for elephants, hippopotamuses, and landscape irrigation, reducing reliance on precious drinking water or water sourced from local waterways.

Read more about the pipeline at [gwww.com.au/recycledwateratthetoo](https://www.com.au/recycledwateratthetoo)



## Contact us

Call **13 44 99**

Visit [gwww.com.au](https://www.com.au)



@greaterwesternwater



@greaterwesternwater



@GWWVic



@greaterwesternwater



ABN 70 066 902 467  
36 Macedon Street Sunbury  
LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99  
[www.gww.com.au](http://www.gww.com.au)  
[contact@gww.com.au](mailto:contact@gww.com.au)

Sargeants Conveyancing Wyndham & Hobsons B  
Landata C/-Secure Electronic Registries Victoria  
Level 13 697 Collins St  
DOCKLANDS VIC 3008

<b>Your Reference</b> <b>71329416-029-8</b>
<b>Statement No</b> <b>177063</b>
<b>Service Request ID</b> <b>0</b>
<b>Account No</b> <b>16-5246-0550-01-8</b>
<b>Date Issued</b> <b>21 December 2023</b>

## Information Statement

Water Act 1989, Section 158

*This Statement details all Tariffs, Charges and Penalties due and payable to Greater 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-2024 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.*

**Property Address: 11 ERIN DR, FRASER RISE VIC 3336**

**Title(s):** Lot 314, Plan of Subdivision 839255, Volume 12498, Folio 036, Parish of Maribyrnong

**Owner(s):** Malu, Yogesh Govindlal  
Jaju, Anupama Shyamsundar

### Comments:

This property became rateable from 01-Oct-2023. Pro Rata charges apply for the current financial year.

### Account Calculation:

Charges Previously Billed:	\$218.45
<b>Current Charges (see over for details):</b>	<b>\$432.14</b>
<b>Total Amount Owing to 30-June-2024</b>	<b>\$650.59</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 Greater Western Water within 14 days of settlement.**

**Property No:** 16-5246-0550

**Property Address:** 11 Erin Dr, Fraser Rise VIC 3336

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

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NETWORK SERVICE: 370342

Sewerage Network Fee: From 01/01/24 To 30/06/24 = 182 days @ 148.78¢ per day = \$270.78

Water Network Fee: From 01/01/24 To 30/06/24 = 182 days @ 56.38¢ per day = \$102.61

Waterways Charge: From 01/01/24 To 30/06/24 = 182 days @ 32.28¢ per day = \$58.75

Sub Total = \$432.14

This property incurs the following charges, which for 1 July 2023 to 30 June 2024 are:

These charges should be adjusted at settlement.

Sewerage Service Network Charge of \$544.54 (Daily Rate: \$1.4878)

Water Service Network Charge of \$206.37 (Daily Rate: \$0.5638)

Melbourne Water - Waterways Charge of \$118.16 (Daily Rate: \$0.3228)

**Encumbrances and other information:**

---

Greater 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.

Please note an Annual Parks Charge may apply to this property.

This charge is collected on behalf of Department of Energy, Environment and Climate Action (DEECA). The Parks charge is applicable to properties in Hume and Melton Council areas and some properties in the Moorabool Shire and Wyndham Council areas. It is based on the minimum annual charge or Net Annual Value of the property. The minimum charge for the 2023-2024 financial year is \$84.86

Further information about the Parks charge is available from Parks Victoria

<https://www.parks.vic.gov.au/about-us/parks-charge>

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

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Greater 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 Greater Western Water supply. Visit [www.gww.com.au](http://www.gww.com.au) for more information.

**Disclaimer:**

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Greater 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, Greater 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. Greater 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 Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.



Rohan Charrett  
General Manager Customer Experience

21 December 2023



# Information Statement Remittance Page




**Bill Code: 757955**  
**Ref: 1652 4605 5001 8**  
® Registered to BPAY Pty Ltd ABN 69 079 137 518

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

**Post**  
Mail your cheque with this payment slip to:  
PO Box 2371  
Sunbury DC VIC 3429

**Property No:** 16-5246-0550  
**Property Address:** 11 Erin Dr, Fraser Rise VIC 3336

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
16-5246-0550-01	Water Account	\$650.59	

**Total: \$650.59**

**\*\*\*\* If paying by Post, please return this page with your payment \*\*\*\***

# INFORMATION STATEMENT - PLAN OF ASSETS TRaversING LAND



Prop No. : 16-5246-0550  
 Address : 11 Erin Drive Fraser Rise VIC 3336  
 Scale : 527  
 Printed on: 21-12-2023

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



Greater Western Water

36 Macedon St,  
 Sunbury  
 Locked Bag 350  
 Sunshine  
 VIC 3020

Ph: 134 499

### Water Legend

- |                     |                 |                       |       |
|---------------------|-----------------|-----------------------|-------|
| Water main          | —               | Air Valve             | ⊙ AV  |
| Junction            | ○               | Hydrant               | ● Hyd |
| End of Line         | ┌┐              | Fire Plug             | ● FP  |
| Swab Point          | ◆ <sup>SP</sup> | Pres Reducing Valve   | ⊗     |
| Non Return Valve    | ⌞               | Reducer               | ▶     |
|                     |                 | Valve                 | ✕     |
| <b>Other</b>        |                 | Water private service | ---   |
| Recycled water main | —               | Sewer private gravity | ---   |
| Easement            | ---             | Sewer private rising  | ---   |

### Sewer Legend

- |                    |     |
|--------------------|-----|
| Sewer main         | —   |
| Sewer rising main  | --- |
| Standard manhole   | ●   |
| Inspection shaft   | ■   |
| Air valve          | ⊙   |
| Stop Valve         | ✕   |
| End of Line        | ┌┐  |
| Selected Parcels   | ■   |
| Registered Parcels | □   |
| Proposed Parcels   | □   |

Greater 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. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in this plan.

# Property Clearance Certificate

## Land Tax



INFOTRACK / SARGEANTS CONVEYANCING WYNDHAM & HOBSONS BAY

<b>Your Reference:</b>	23/0176
<b>Certificate No:</b>	79287689
<b>Issue Date:</b>	02 AUG 2024
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 11 ERIN DRIVE FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50158952	314	839255	12498	36	\$1,676.72

**Vendor:** YOGESH MALU  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR YOGESH GOVINDLAL MALU	2024	\$365,000	\$1,676.72	\$0.00	\$1,676.72

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$365,000
SITE VALUE:	\$365,000
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$1,676.72</b>

# Notes to Certificate - Land Tax

Certificate No: 79287689

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,545.00

Taxable Value = \$365,000

Calculated as \$1,350 plus ( \$365,000 - \$300,000) multiplied by 0.300 cents.

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## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 79287689

**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: 79287689

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / SARGEANTS CONVEYANCING WYNDHAM & HOBSONS BAY

**Your Reference:** 23/0176  
**Certificate No:** 79287689  
**Issue Date:** 02 AUG 2024  
**Enquires:** ESYSPROD

**Land Address:** 11 ERIN DRIVE FRASER RISE VIC 3336

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50158952	314	839255	12498	36	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$365,000
<b>SITE VALUE:</b>	\$365,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79287689

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / SARGEANTS CONVEYANCING WYNDHAM & HOBSONS BAY

<b>Your Reference:</b>	23/0176
<b>Certificate No:</b>	79287689
<b>Issue Date:</b>	02 AUG 2024

**Land Address:** 11 ERIN DRIVE FRASER RISE VIC 3336

Lot	Plan	Volume	Folio
314	839255	12498	36

**Vendor:** YOGESH MALU  
**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 79287689

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser



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

## General information

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

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 79287686</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 79287686</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# DEED OF RE-SALE

By **LCY ONE ALLIANCE PTY LTD ACN 617 040 043**  
C/ - of Level 3, 405 Collins Street, MELBOURNE VIC 3000

(Vendor)

AND

By **YOGESH GOVINDLAL MALU & ANUPAMA SHYAMSUNDAR JAJU**

of Unit 2, 121 Tambat Street, BENTLEIGH EAST VIC 3165

(Purchaser)

AND

By

of

(New Purchasers)

## BACKGROUND

- A. The Vendor and the Purchaser are parties to the Contract of Sale.
- B. Special Condition 18.8 of the Contract of Sale provides that the Purchaser must not erect nor cause or allow to be erected on or about the Land any signage or advertising material for the sale or lease of the Property (or any other Lot) without the Vendor's prior written consent. The condition is expressed to survive settlement under the Contract of Sale.
- C. Settlement of the Lot occurred on 8 September 2023.
- D. The Purchaser desires to transfer its interests in the Lot to the New Purchasers.
- E. The Vendor grants its consent to the transfer on the following terms and conditions.
- F. The Purchaser and the New Purchasers agree to be bound by the following terms and conditions.

- (f) **Property** means Lot 314 on Plan of Subdivision No 839255M known as 11 Erin Drive, Fraser Rise VIC 3336.
- (g) **Special Conditions** means the special conditions and the associated defined terms contained in the Contract of Sale.
- (h) **Subsequent Contract of Sale** means the contract of sale for the Lot between the Purchaser (as vendor) and New Purchasers (as purchasers).
- (i) **Transfer Date** means the date of this Deed.

1.2 Words and expressions defined in the Contract of Sale have the same meaning when used in this Deed unless contrary to a definition in clause 1.1 of this Deed.

## 2. Interpretation

2.1 This Deed is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that state.

2.2 In the interpretation of this Deed:

## NOW THIS DEED WITNESSETH

### 1. Definitions

- 1.1 In this Deed unless expressed or implied to the contrary:
  - (a) **Contract of Sale** means the contract for the sale and purchase of the Property between the Vendor as vendor and the Purchaser as purchaser dated 23 June 2021 as contained in Annexure A of this Deed.
  - (b) **Claim** means any claims, demands or causes of action (whether based in contract, equity, tort or statute), losses, liability, costs, compensation, damages or expenses.
  - (c) **Deed** means this Deed and its annexures.
  - (d) **Development** means the proposed use and development of the project which incorporates the improvements as they relate to the Property and surrounding land located at 1200-1306 Taylors Road, Fraser Rise VIC 3336.
  - (e) **Lot** means a lot in the Property being lot 314 Plan of Subdivision No 839255M.

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in

the place in which it is to be done, then it must be done on the next business day;

- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this Deed affecting more than one party bind them jointly and each of them severally.

2.3 Any annexure attached to this Deed forms part of it. If there is any inconsistency between any clause of this Deed and any provision in any annexure, the clause of this Deed will prevail.

### 3. Obligations of the Purchaser

3.1 The Vendor consents to the Purchaser entering into the Subsequent Contract of Sale on the condition that:

- (a) the purchase price for the Lot in the Subsequent Contract is not less than any of the Vendor's price listing as at the date of this Deed for any other individual residential lot in the Development;
- (b) the Purchaser provides the New Purchasers with a copy of the Contract of Sale (save for any price redaction);
- (c) the Purchaser inserts the Special Conditions into the Subsequent Contract of Sale with the necessary amendments being made;
- (d) the New Purchasers comply with clause 4.2; and
- (e) the Purchaser and New Purchasers execute this Deed.

### 4. Obligations of the New Purchasers

4.1 The New Purchasers acknowledge and agree with the Vendor that they have received a copy of the Contract of Sale and further agree that they will be bound by and comply with the Special Conditions as far as they continue to apply (but, save as expressly stated in this Deed, without any obligation to comply with any other provision of the Contract of Sale) in the same manner and to the same extent as if the Contract of Sale had originally been entered into between the New Purchasers (as purchaser) and the Vendor (as vendor) for the purchase of the Lot.

4.2 Without limiting clause 4.1, the New Purchasers agree that they will not enter into any agreement to sell, transfer or otherwise dispose of the Lot, including any nomination of a substitute or alternative purchaser under the Subsequent Contract without first procuring the new purchaser to prepare and deliver to the Vendor a deed under which the new purchaser agrees to be bound by and comply with the Special Conditions (as far as they continue to apply).

4.3 If the new purchasers do not comply with this clause 4, the New Purchasers indemnify and keep indemnified the Vendor against any liability, loss (including consequential loss) or cost that the Vendor incurs as a result of the new purchasers' non-compliance.

### 5. Purchaser's Acknowledgement

5.1 The Purchaser acknowledges that:

- (a) nothing in this Deed or the Subsequent Contract of Sale affects the Purchaser's obligations under the Contract of Sale; and
- (b) it is not, by virtue of the Subsequent Contract of Sale released in any way from its obligations under the Contract of Sale.

The Vendor's consent under clause 3 and the resale of the Lot by the Purchaser under the Subsequent Contract of Sale does not affect any rights that the Vendor has or may have against the Purchaser relating to the Contract of Sale or the Property and does not affect any accrued rights.

## 6. General

### 6.1 Duty

(a) The New Purchasers are liable for and must pay all duty, taxes and/or other outgoings (including any fine or penalty except where it arises from default by the other party) on or relating to this Deed, any document executed under it or any dutiable transaction evidenced or effected by it.

(b) If a party other than the New Purchasers pay any duty, taxes and/or other outgoings (including any fine or penalty) on or relating to this Deed, any document executed under it or any dutiable transaction evidenced or effected by it, the New Purchasers must pay that amount to the paying party on demand.

### 6.2 Legal costs

- (a) It is agreed that the Purchaser is responsible for the payment of the Vendor's legal costs in relation to the preparation and execution of this Deed for the agreed amount of \$715.00 inclusive of GST.
- (b) Should the New Purchaser nominate a substitute or alternative purchaser under the Subsequent Contract, the New Purchaser agrees to pay the Vendor's legal costs for any subsequent re-sale deed or consent, as required by the Contract of Sale, the Subsequent Contract and this Deed.

### 6.3 Amendment

This Deed may only be varied or replaced by a document in writing and executed by all parties.

### 6.4 Severability

Without limiting any other provisions or obligations of this Deed and the Contract of Sale, if any term, requirement, covenant or condition in the Contract of Sale or this Deed (or any part of them) is invalid or unenforceable for any reason, the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

### 6.5 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Deed does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### 6.6 Rights cumulative

Except as expressly stated otherwise in this Deed, the rights of a party under this Deed are cumulative and are in addition to any other rights of that party.

### 6.7 Consents

Except as expressly stated otherwise in this Deed, a party may conditionally or unconditionally give or withhold any consent to be given under this Deed and is not obliged to give its reasons for doing so.

6.8 Further steps

Each party must promptly execute all documents and do all things that the other parties from time to time reasonably request to effect, perfect or complete this Deed and all obligations incidental to it.

6.9 Governing law and jurisdiction

6.10 This Deed shall be governed by and shall be construed in accordance with the laws of the State of Victoria and each of the parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Victoria. Assignment

(a) The Purchaser and New Purchasers must not assign or deal with any right under this Deed without the prior written consent of the Vendor.

(b) Any purported dealing in breach of this clause is of no effect.

6.11 Liability

An obligation of two or more persons binds them jointly and individually.

6.12 Counterparts

This Deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

6.13 Effect of execution

This Deed is binding on a party to it even if it is not executed by any other person named as a party.

6.14 Electronic execution

The parties acknowledge and agree that this Deed may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature.

EXECUTED as a Deed on

2023

**VENDOR**

Executed on behalf of **LCY ONE ALLIANCE PTY LTD**  
**ACN 617 040 043** by its attorney under a Power of  
Attorney dated 29 July 2021 who declares that they have  
not received any notice of the revocation of that Power of  
Attorney, in the presence of:

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

\_\_\_\_\_  
**Signature of Attorney**

TOH SIN KIU

\_\_\_\_\_  
**Name of Witness (print)**

\_\_\_\_\_  
**Name of Attorney (print)**

Date of signing:     /     /

Date of signing:     /     /

**PURCHASER**

Signed sealed and delivered by **YOGESH**  
**GOVINDLAL MALU** in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name**

\_\_\_\_\_  
**Print name**

\_\_\_\_\_  
**Print address**

\_\_\_\_\_  
**Print address**

Date of signing:     /     /

Signed sealed and delivered by **YOGESH**  
**GOVINDLAL MALU** in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name**

\_\_\_\_\_  
**Print name**

\_\_\_\_\_  
**Print address**

\_\_\_\_\_  
**Print address**

Date of signing:     /     /

**NEW PURCHASER (INDIVIDUALS)**

Signed sealed and delivered by  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

Date of signing:        /        /

Signed sealed and delivered by  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

Date of signing:        /        /

**NEW PURCHASER (COMPANY)**

Executed by  
in accordance with section 127(1) of the Corporations Act  
2001:

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print name



## SPECIAL CONDITIONS

### 1 Plan of Subdivision and Identity of Land

- 1.1 The Purchaser acknowledges and agrees that the Land is identical with the Lot bearing the same number on the Plan of Subdivision when registered, and if the Land is not identical, then the Purchaser waives the Purchaser's entitlements to seek compensation for such variation, save and except for any rights the Purchaser may have in respect of such a variation in accordance with the subsequent provisions of this Contract.
- 1.2 The Vendor may make any amendments and alterations to the Plan of Subdivision which are necessary to obtain the certification or registration of the Plan of Subdivision or which the Vendor considers to be reasonably necessary.
- 1.3 The Vendor will notify the Purchaser within a reasonable time of any variation or alteration to the Plan of Subdivision, which, in the Vendor's reasonable opinion, materially and detrimentally affects the Purchaser.
- 1.4 Subject to the Purchaser's rights under the *Sale of Land Act 1962* (Vic), the Purchaser will not Object or claim any compensation because of:
- (a) any amendment or alteration to the Plan of Subdivision which does not materially and detrimentally affect the Purchaser;
  - (b) any alleged misdescription of the Land or deficiency in its area or measurements;
  - (c) any re-numbering of Lots on the Plan of Subdivision;
  - (d) any consolidation of Lots on the Plan of Subdivision;
  - (e) any alteration to the Lot entitlement and the Lot liability as set out in the Plan of Subdivision;
  - (f) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots on the Plan of Subdivision;
  - (g) any loss of amenity caused by the incomplete development of the Land in the Plan of Subdivision on Settlement;
  - (h) any alteration that does not affect the Lot; or
  - (i) any matter or thing or intention of the Vendor disclosed or referred to in this Contract,
- and nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the cost of doing so.
- 1.5 For the purposes of this Special Condition, the Purchaser agrees that an alteration to the proposed Plan of Subdivision which results in a change to the area of the Land hereby sold of less than 5% is a minor variation of discrepancy and does not materially or detrimentally affect the Purchaser.
- 1.6 Notwithstanding the forgoing, if the Purchaser is entitled to make a Claim or if the Purchaser is entitled to rescind this Contract pursuant to Section 9AC of the *Sale of Land Act 1962* (Vic) in relation to the amendment to the Plan of Subdivision, it must exercise any such right within 14 days of being advised of the proposed amendment by the Vendor.
- 1.7 The Purchaser acknowledges that the Vendor may proceed with the Development of the Land and other land by way of a staged subdivision under section 37 of the *Subdivision Act 1988* (Vic), but nothing in this Contract obliges the Vendor to develop any further stages.
- 1.8 Without limiting Special Condition 1.7, the Purchaser acknowledges that plans for future stages may do any of the things permitted under section 37 of the *Subdivision Act 1988* (Vic), including amending the master plan or a plan for an earlier stage (including the Plan of Subdivision) by:
- (a) adding to the membership of an existing owners corporation; or
  - (b) adding to existing Common Property; or
  - (c) subject to sections 33(2) and (3) of the *Subdivision Act 1988* (Vic), changing lot entitlement or liability of existing lots (including the Land); or
  - (d) showing land on that plan as land benefited by an easement or restriction created over the land in the plan for the second or subsequent stage.
- 1.9 The Purchaser acknowledges:
- (a) where Planning Permission has been obtained it has read and understood the Planning Permission in its form as at the Day of Sale;
  - (b) that the Vendor may apply for further Planning Permission and may apply to amend or replace that Planning Permission and any further Planning Permission; and
  - (c) that the Purchaser purchases the Land subject to the Planning Permission in so far as they apply to the Land.
- 1.10 The Purchaser will not:
- (a) Object, or assist in or encourage any objection, to any application by or on behalf of the Vendor for a Planning Permission or amendments to Planning Permission for the Development or use of the Land; or
  - (b) oppose, or assist or encourage the opposition to, any amendment to the planning scheme proposed by or on behalf of the Vendor to enable the Development or use of the Land.
- 1.11 A Restriction affecting the Land is not a defect in the Vendor's title and does not affect the validity of this Contract.
- 1.12 The Purchaser may not make any Claim or Object, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in Special Condition 1.
- ### 2 Conditions precedent to settlement
- 2.1 This Contract is subject to and conditional upon the Plan of Subdivision being registered by the Registrar before the end of the Registration Period.
- 2.2 If the Plan of Subdivision is not registered before the end of the Registration Period:

- (a) the Purchaser may, at any time after the end of the Registration Period but only before the Plan of Subdivision is registered, rescind this Contract by written notice served on the Vendor; and
- (b) the Vendor may, at any time after the end of the Registration Period but only before the Plan of Subdivision is registered, give to the Purchaser a notice of proposed rescission of this Contract under which the Vendor seeks the Purchaser's written consent to rescind this Contract.

2.3 The parties acknowledge and agree that:

- (a) the Purchaser has the right, but is not obliged, to consent to the proposed rescission of this Contract under special condition 2.2(b);
- (b) if the Purchaser consents to the proposed rescission of this Contract under special condition 2.2(b), the parties are deemed to have rescinded this Contract on the date that the Purchaser provides written notice of its consent to the Vendor;
- (c) if the Purchaser does not consent to the proposed rescission of this Contract under special condition 2.2(b), the Vendor may apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
- (d) the Supreme Court may make an order permitting the rescission of this Contract, if the Supreme Court is satisfied that making the order is just and equitable in all the circumstances.

2.4 If this Contract is rescinded under special condition 2.2(a), 2.2(b) or 2.3(d):

- (a) the Vendor must refund to the Purchaser all money paid under this Contract; and
- (b) unless the Supreme Court makes an order granting reasonable compensation of the Purchaser, the Purchaser will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred by the Purchaser in relation to this Contract.

2.5 Subject to the Purchaser's rights under the *Sale of Land Act 1962* (Vic), the Purchaser will not Object or Claim any compensation because of anything connected with registration of or failure to obtain registration of the Plan of Subdivision.

**3 Matters to which Land is subject**

3.1 The Purchaser buys the Land subject to:

- (a) the encumbrances shown in the Vendor's Statement, including those that may be created or come into existence after the Day of Sale;
- (b) the provisions of the *Subdivision Act 1988* (Vic);
- (c) any easements (whether express or implied) affecting the Land by virtue of any Act;
- (d) the Lot entitlements and Lot Liability set out in the Plan of Subdivision;
- (e) any Restrictions imposed on the Land by:
  - (i) any Act, order, regulation, by-law or planning scheme affecting the Land; or
  - (ii) any governmental, semi-governmental or judicial entity; and
- (f) any easement or other right held or claimed by

any statutory authority or supply authority or company.

3.2 The Purchaser will not Object or Claim any compensation because of anything contemplated by or occurring pursuant to Special Condition 3.

**4 Vendor's rights to create further Encumbrances and Restrictions**

4.1 The Purchaser acknowledges and agrees that as at the Day of Sale and the Settlement Date not all of the Additional Encumbrances may have been entered into, granted or finalised.

4.2 Subject to the Purchaser's rights under section 9AC of the *Sale of Land Act 1962* (Vic), the Vendor can enter into, grant or finalise any Additional Encumbrances on or after the Day of Sale, to ensure the provision of services to the Land or other Lots on the Plan of Subdivision, to enable certification or registration of the Plan of Subdivision, where necessary for the Development and proper functioning of the site or to better comply with this Contract.

4.3 The Purchaser acknowledges and agrees that the Vendor may be required to:

- (a) Enter into leases or other occupation rights with third parties including, without limitation, Authorities and utility suppliers;
- (b) Create or grant easements, licenses, covenants, restrictions or other rights, obligations or restrictions (including, without limitation, positive covenants under agreements pursuant to section 173 of the *Planning and Environment Act 1987* (Vic) or pursuant to section 148 of the *Water Act 1958* (Vic),

for the certification or registration of the Plan or to comply with any planning permit granted or to be granted for the Development or, if it is in the opinion of the Vendor, necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or any part of it.

4.4 The Vendor does not however give any assurance:

- (a) as to the nature of the Additional Encumbrances;
- (b) that it will proceed, and may refrain from proceeding with, any Additional Encumbrances; and
- (c) when any Additional Encumbrances will be entered into, granted or finalised.

4.5 Within 5 Business Days after the receipt of a request from the Vendor, the Purchaser must execute any acknowledgement, covenant, transfer of the land, easements or covenants required by the Vendor under which the Purchaser:

- (a) agrees to accept and observe an Additional Encumbrances; and
- (b) acknowledges that the Additional Encumbrances runs with the relevant Land.

4.6 If, for any reason, a Restriction or Additional Encumbrances cannot be registered, the Purchaser must create a restrictive covenant in the instrument of transfer of the Property (or such other manner required by the Registrar) on the same terms as the Restriction.

4.7 Subject to the Purchaser's rights under the *Sale of Land Act 1962* (Vic), the Purchaser must not make any requisition, Claim or Object, rescind or purport to rescind the Contract, call on the Vendor to do any thing,

withhold any part of the Price, delay Settlement or avoid any of its obligations because of anything contemplated by Special Condition 4.

## **5 Location of Easements**

5.1 The Purchaser agrees that section 10(1) of the *Sale of Land Act 1962* (Vic) will not apply in respect to the final location of any easements shown on the Plan of Subdivision.

5.2 For the purposes of section 9AB of the *Sale of Land Act 1962* (Vic), the Purchaser acknowledges and agrees that:

- (a) in any construction on the land contained in the Plan of Subdivision, the Vendor may carry out Works that will affect the natural surface level of the land including:
  - (i) excavation Works relating to the Land arising out of filling and/or raising and/or leveling the Land;
  - (ii) the removal of waste from the Land and any remediation works required to satisfy EPA requirements and the requirements of any other Authority;
  - (iii) the installation of services;
  - (iii) roadworks and drainage works;
  - (iv) landfill works;
  - (iv) construction of retaining walls.
- (b) the Vendor may be directed by the municipal authority or a public authority to carry out Works which will affect the natural surface levels of the Land or the balance of the land in the Plan of Subdivision after the Day of Sale; and
- (c) in constructing Works on the Land, the Vendor may carry out works which will affect the natural surface level of that land;
- (d) the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor at any time), and the Purchaser must rely on its own enquiries and investigations in respect of such fill classification on any such reports given.

5.3 The Purchaser must not make any requisition, Claim or Object, rescind or purport to rescind the Contract, call on the Vendor to do any thing, withhold any part of the Price, delay Settlement or avoid any of its obligations because of anything contemplated by Special Condition 5.2.

## **6 Purchaser Not to Lodge Caveat**

6.1 The Purchaser must not lodge (nor have lodged on its behalf) nor allow any person claiming an interest through the Purchaser to lodge any caveat in relation to the Land, which will delay or prevent registration of the Plan of Subdivision.

6.2 If the Purchaser lodges (or allows to be lodged on the Purchaser's behalf), or a person claiming through the Purchaser lodges, a caveat which delays or prevents registration of the Plan of Subdivision, the Purchaser must immediately on receipt of written notice from the Vendor or the Vendor's Solicitors, withdraw that caveat or have that caveat withdrawn, at the Purchaser's cost.

6.3 The Purchaser appoints the Vendor's solicitors as its attorney for the purpose of withdrawing any such caveat or signing a withdrawal of such caveat. The

Purchaser must pay all costs and expenses (including any legal costs on a solicitor client basis) incurred by the Vendor as a result of any default by the Purchaser under this Special Condition.

6.4 If the Purchaser enters into an agreement of the type described in Special Condition 30, that agreement must contain provisions on the same terms as contained in this Special Condition (with all necessary changes).

6.5 Without limiting the generality of any other Special Condition, the Purchaser acknowledges that this is an essential term of this Contract and a breach of this Special Condition will cause damage to the Vendor. The Purchaser indemnifies the Vendor for any Claims, loss, damage, cost and expense, which the Vendor may incur as a result of the Purchaser's breach of this Special Condition.

## **7 Deposit and Payment**

7.1 The Deposit monies paid or payable under this Contract must not exceed 10 per cent of the Purchase Price. The Deposit must be paid to the Vendor's solicitor named in this Contract, to be held on trust for the Purchaser held in the Vendor's solicitors trust account until the registration of the Plan of Subdivision.

7.2 The Purchaser must pay the Deposit (or part of it) by bank cheque or electronic funds transfer to the Vendor's Solicitors in accordance with the Particulars of Sale to be held in accordance with General Condition 11.3.

7.3 The Deposit will be held by the Vendor's Solicitors on trust for the Purchaser pursuant to section 9AA of the *Sale of Land Act 1962* (Vic) until the registration of the Plan of Subdivision, and the earlier of:

- (a) Settlement;
- (b) release of the Deposit to the Vendor under the provisions of section 27 of the *Sale of Land Act 1962* (Vic); or
- (c) termination or rescission of the Contract.

7.4 The Vendor and the Purchaser authorise the Vendor's Solicitors to lodge the Deposit (at the option of the Vendor's Solicitors) either:

- (a) with a Bank as an unsecured deposit in the name of the Vendor's Solicitors in its capacity as stakeholder in a controlled money account authorised by the Legal Profession Uniform Law (Victoria); or
- (b) in the general trust account of the Vendor's Solicitors.

7.5 Any interest earned on the money invested under Special Condition 7.4 (less all proper bank and government charges, fees and taxes) will be paid to the Vendor on the date on which the Deposit is released to the party entitled to it.

7.6 Neither party will Object or make any Claim against the Vendor's Solicitors for any taxes deducted from the interest earned on the money invested under Special Condition 7.4 because of failure by that party to give its tax file number to the Vendor's Solicitors' Bank.

7.7 Neither the Vendor nor the Vendor's Solicitors are liable to the Purchaser under any circumstances if withholding tax is deducted from the interest.

## **8 Foreign Investment Approval**

8.1 Application of special condition

- (a) If the "Purchaser's FIRB Declaration" section of the Particulars of Sale is marked "NO" then Special Condition 8.2 applies.
- (b) If the "Purchaser's FIRB Declaration" section of the Particulars of Sale is marked "YES" then Special Condition 8.3 applies.
- 8.2 Purchaser's FIRB Declaration – No
- (a) The Purchaser warrants at the Day of Sale and again on the Settlement Date that the Purchaser:
- (i) is not a Foreign Person for the purposes of the FATA Act; and
- (ii) is not required to give notice to, or obtain approval from, the Treasurer under the FATA Act in respect of the transactions contemplated by this Contract.
- (b) The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on this Warranty.
- (c) Without limiting any other right of the Vendor, the Purchaser indemnifies the Vendor against all Claims of any nature suffered or incurred by the Vendor in connection with or arising from a breach of the warranty in Special Condition 8.2(a).
- 8.3 Purchaser's FIRB Declaration – Yes
- (a) Nothing in this Contract constitutes or is otherwise intended to give rise to a binding agreement for the sale and purchase of the Property. The parties acknowledge and agree that:
- (i) despite any provision to the contrary, the Purchaser is not intended to acquire any rights in relation to the Property until the Purchaser has received FIRB Approval;
- (ii) despite any provision to the contrary, no obligation on the Vendor to sell, or right of the Purchaser to buy the Property is of any force of effect until FIRB Approval has been obtained; and
- (iii) all other provisions of this Contract (other than those described in Special Conditions 8.3(a)(i) and 8.3(a)(ii)) are binding on the parties as at the Day of Sale, including Special Condition 8.3(b).
- (b) The Purchaser must, at the Purchaser's cost:
- (i) within 10 Business Days of the Day of Sale:
- (A) make an application to the Treasurer in accordance with section 81 of the FATA Act in respect of the transactions contemplated by the Contract (FIRB Application);
- (B) pay the applicable fee in respect of the FIRB Application to the Treasurer; and
- (C) provide evidence to the Vendor of the Purchaser's compliance with the special conditions 8.3(b)(i)(A) and 8.3(b)(i)(B),
- including a copy of the FIRB Application;
- (ii) use best endeavours to obtain FIRB Approval as expeditiously as possible and in any event on or before the Cut Off Date;
- (iii) provide the Treasurer with all information the Treasurer requires (and signing all documentations required) to make a decision under the Act; and
- (iv) make payment of all applicable fees in respect to the FIRB Application.
- (c) The Purchaser must serve notice as soon as reasonably practical but in any event no later than 3 Business Days after:
- (i) the Purchaser receives FIRB Approval; or
- (ii) the Purchaser:
- (A) receives an indication that the Purchaser will not, or may not, obtain FIRB Approval; or
- (B) receives formal notification that FIRB Approval will not be obtained; or
- (C) has not received FIRB Approval by the Cut Off Date,
- including copies of all correspondence in relation to the Application.
- (d) If the Purchaser complies with the Purchaser's obligations under Special Condition 8.3(b) and serves a notice as required under Special Condition 8.3(c)(ii) then the Purchaser may rescind this Contract by giving written notice to the Vendor in which case the Deposit, together with any accrued interest thereon (less bank and government charges), must be repaid to the Purchaser, except that the Vendor can retain from the Deposit \$250 (plus GST) and any further reasonable administration costs incurred by the Vendor.
- (e) A breach of Special Condition 8.3(b) or Special Condition 8.3(c) entitles the Vendor to terminate this Contract by providing the Purchaser one day written notice. For the purposes of this Special Condition 8.3(e), general conditions 27 and 28 do not apply.
- (f) On the Vendor's request, the Purchaser must inform the Vendor of the progress of the FIRB Application.
- (g) The Purchaser is not required to comply with the provisions of Special Condition 8.3(b) if, within 5 Business Days of the Day of Sale, the Purchaser provides evidence to the satisfaction of the Vendor, in the Vendor's absolute discretion, that the Purchaser does not require FIRB Approval but the Purchaser's failure to provide the required evidence on the Day of Sale is a breach of this Contract and the Purchaser must pay the Vendor's Solicitors reasonable legal costs of reviewing the evidence provided to cure the breach.
- (h) If the Purchaser complies with the Purchaser's obligations under Special Condition 8.3(b) and the Purchaser has not received any correspondence from the Treasurer regarding

the FIRB Application on or before the Cut Off Date, the Purchaser may, by written notice to the Vendor, request the Vendor to extend the Cut Off Date.

- (i) Upon written request from the Purchaser under Special Condition 8.3(h), the Vendor may extend the Cut Off Date by any number of days. The Vendor must act reasonably when considering the Purchaser's request under Special Condition 8.3(h) but is not obliged to extend the Cut Off Date.
- (j) The Purchaser may request an extension of the Cut Off Date under Special Condition 8.3(h) more than once.
- (k) The Vendor can, irrespective of whether or not the Purchaser has made a request under Special Condition 8.3(h), serve a notice on the Purchaser extending the Cut Off Date by any number of days specified in that notice.
- (l) The Vendor may issue a notice extending the Cut Off Date under Special Condition 8.3(k) more than once.

## 9 Default

- 9.1 The Purchaser must pay any and all costs and expenses incurred by the Vendor due to the Purchaser's failure to comply with its obligations under this Contract including but not limited to:
- (a) the cost of obtaining any bridging finance and the interest charged on such bridging finance;
  - (b) interest payable by the Vendor under any existing mortgage over the Land calculated from the settlement date to the date on which settlement is effected;
  - (c) legal costs and expenses on a full indemnity basis, including any counsel or consultant's fees and expenses at the rate charged to the Vendor, incurred in obtaining any relevant advice about the Purchaser's breach or failure to comply;
  - (d) legal costs associated with any extensions to settlement including a re-booking fee of \$550.00 (including GST) each time settlement is re-booked by the Purchaser or the Purchaser's Legal Practitioner or Conveyancer;
  - (e) penalties, costs and damages payable by the Vendor;
  - (f) interest calculated in accordance with this Contract; and
  - (g) consequential loss and damage suffered by the Vendor.

## 10 Stamp Duty: Purchasers Buying Unequal Interests

- 10.1 If there is more than one purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Land ("the Proportions").
- 10.2 If the Proportions recorded in the Transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 10.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioners against any Claims which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in this Contract.

- 10.4 This Special Condition 10 will not merge on settlement of this Contract and each indemnity given continues after settlement. The Vendor can enforce any indemnity before incurring any cost or expense.

## 11 Adjustments

- 11.1 All Outgoings in respect of the Land will be adjusted between the Vendor and the Purchaser on the basis that they have been paid (even if they have not been paid) as from the Settlement Date.
- 11.2 The Purchaser is responsible for all unpaid Outgoings accruing as and from the Settlement Date, which were not adjusted or payable by the Vendor under this Special Condition.
- 11.3 If the Land is not separately rated, then the Purchaser must adjust that Outgoing on the basis that it has been paid and the Outgoing will be apportioned between the Vendor and Purchaser in the same proportion as the lot liability of the Land bears to the total lot liability on the Plan, land tax will be adjusted to include the Vendor's proportionable liability in respect of the Lots on the Plan of Subdivision pursuant to Special Condition 11.4.
- 11.4 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 Land based upon the aggregate of the unimproved proportionable liability values of each Lot in the Plan of Subdivision. If, no land tax is assessable in relation to the Land, the Purchaser will pay to the State Revenue Office or reimburse the Vendor for land tax on the Land calculated by using the following formula:

$$A = \frac{LxU}{T}$$

Where:

- A = land tax payable by the Purchaser in respect of the Land
- L = land tax on a proportionable liability basis assessed in relation to all lots in the Plan
- U = lot liability of the Land
- T = total lot liability of all lots in the Plan of Subdivision.

- 11.5 If a separate assessment for the same period of Outgoings issues in respect of the Lot, then the Purchaser will be responsible for this assessment in full without any adjustment, together with any Outgoing liability accrued under Special Condition 11.3.

## 11.6 Calculation if settlement delayed

- (a) The Purchaser acknowledges and agrees that:
- (i) if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Due Date; and
  - (ii) if as a result of the Purchaser's breach, Settlement of this Contract takes place on a date that is after 31 December in the year of the Settlement Due Date (Settlement Year); then
  - (iii) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

- (iv) the additional tax which the Vendor will incur in accordance with this Special Condition 11.6 (Additional Land Tax) is a reasonable foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.
  - (b) If Special Condition 11.6(a) applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2.25% of the Price of the Property (Amount Paid).
  - (c) Payment of the Price must not be delayed and no money must be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property.
- 11.7 The Vendor will pay the Outgoings when they are due to be paid and the Purchaser shall not require any Outgoing to be paid on an earlier date.
- 11.8 Where the land tax has been assessed and is due prior to Settlement Date, the Purchaser will accept evidence of payment of an assessment which includes the Land, as proof of the Vendor having discharged its obligation to pay land tax for the Land.
- 11.9 An adjustment statement must be delivered by the Purchaser's solicitor to the Vendor's Solicitor at least 10 Business Days before the Settlement Date. If the Purchaser fails to deliver an adjustment statement to the Vendor's Solicitor on time, then without prejudice to any of the Vendor's other rights:
- (a) the Vendor may complete this Contract at any time between the date for payment of the Balance and the date which is 10 Business Days after the Purchaser delivers the adjustment statement;
  - (b) the Purchaser must pay interest and costs calculated under the default provisions of this Contract on the Balance for the period from the date for payment of the Balance until the Contract is completed.

## 12 Title to Issue

- 12.1 If, on the Settlement Date, the certificate of title for the Land:
- (a) has not issued; or
  - (b) is not available from the Land Registry,
- the Purchaser must accept an order to register the instrument of transfer of the Land endorsed on that instrument or transfer by the Vendor's Solicitors.
- 12.2 If, after the Settlement Date, the certificate of title for the Land issues from the Land Registry to the Vendor or the Vendor's Solicitors, the Vendor will arrange for the certificate of title to be delivered to the Purchaser's solicitors.

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## 16 Major Domestic Building Contract

- 16.1 The Vendor warrants the civil works constructed upon the Land and Plan of Subdivision (to procure registration of the Plan of Subdivision) are constructed

under a separate contract that is a Major Domestic Building Contract.

- 16.2 The Purchaser acknowledges that this Contract is not a Major Domestic Building Contract for purposes of the *Domestic Builders Contracts Act 1995* (Vic) ("DBCA") and that the contract to be entered into pursuant to Special Condition 16.1 is the Major Domestic Building Contract for the purposes of the DBCA.
- 16.3 Notwithstanding Special Condition 16.2, if this Contract is found or deemed by the Victorian Civil and Administrative Tribunal or by a court having competent jurisdiction to be a Major Domestic Building Contract, the Purchaser agrees and acknowledges that the Purchaser shall join with the Vendor to vary the terms of this Contract so that it complies with the DBCA. The Purchaser will not be entitled to Object or to any compensation for any alleged non-compliance with the DBCA. Any such variation shall not constitute a defect in the Vendor's title and the Purchaser shall not be entitled to delay settlement or rescind this Contract as a result of any such variations.
- 16.4 In satisfying Special Condition 16.1 the Vendor will not be required to vary the terms or conditions of the Major Domestic Building Contract referred to in Special Condition 16.3.

## 17 Development

- 17.1 The Purchaser acknowledges and agrees that:
- (a) the Property forms part of an overall subdivision of the whole or part of the Development and that the Development will be a residential development;
  - (b) any promotional material prepared by the Vendor with respect to the possible use of the Development does not constitute promises or representations on the part of the Vendor that the balance of the Development or any part of it will be developed for any of the purposes disclosed in the promotional material;
  - (c) the Vendor is continuing to consider development options for the balance of the Development and may in its discretion decide to proceed with development of only part of it (for any one or more of the uses referred to in Special Condition 17.1(a) and/or for any other purpose) or not develop it at all;
  - (d) the Vendor has given no promises or representations as to the timing of any development of the Development;
  - (e) the subdivision development, use and management of all or any part of the Development, including the Property will be subject to the lawful directions, requirements, licences or permits from time to time issued by the Authority or any other governmental authority and the Vendor will be bound to comply with such directions, requirements, licences or permits.
- 17.2 The Purchaser must not make any requisition, Claim or Object, rescind or purport to rescind the Contract, call on the Vendor to do any thing, withhold any part of the Price, delay Settlement or avoid any of its obligations because of anything contemplated by Special Condition 17.

## 18 Site Works and Access

- 18.1 The Purchaser acknowledges and agrees that:

- (a) not all of the lots on the Plan of Subdivision may be sold before the Settlement Date;
  - (b) some Lots may be incomplete on the Settlement Date;
  - (c) there will be continuing surveying, engineering and construction works on the land in the Development (the "Ongoing Works") and a Builder may need access to the Land to reasonably carry out the Ongoing Works after the Settlement Date; and
  - (d) a Builder may be obliged to carry out rectification and repair works after the Settlement Date to the Land or to dwellings constructed on other lots in the Plan of Subdivision (the "Repair Works") and may need access to the Land to carry out those works.
- 18.2 The Purchaser must provide any Builder and the Vendor (and their contractors and agents) with access to the Land after the Settlement Date to carry out Repair Works and Ongoing Works, and the Purchaser grants a right of access for this purpose.
- 18.3 The Vendor may conduct marketing activities in or about the Development and the Land generally for the marketing of unsold Lots involving (among other things) placing signs and other marketing material on Lots (except the Lot sold under this Contract) and using Lots for display purposes (the "Marketing Activities") after the Settlement Date.
- 18.4 The Purchaser will not delay the Settlement Date or delay payment of the Balance or Object to, make any requisition, make any Claims or seek compensation from the Vendor or any Builder or any other person due to:
- (a) incomplete Works in and around the Development or the Land after the Settlement Date;
  - (b) any nuisance, dust, noise or other inconvenience associated with any Ongoing Works or Repair Works conducted in or around the Development after the Settlement Date;
  - (c) any loss of amenity caused by Ongoing Works or the Repair Works carried out after the Settlement Date;
  - (d) any access rights exercised by the Vendor or any Builder;
  - (e) any inconvenience, nuisance, noise, dust, vibration or loss of amenity that may result from the access rights;
  - (f) any application for any approval made by or on behalf of the Vendor in relation to the Development; or
  - (g) the Marketing Activities and any inconvenience that may result from them.
- 18.5 The Purchaser undertakes to the Vendor that it will not Object, institute or commence proceedings of any kind for injunctions, damages or other remedies in any way related to:
- (a) further works that any Builder engaged by the Vendor may carry out associated with the Development after the Settlement Date; or
  - (b) dust, noise or other discomforts which may arise or emanate from properties in or around the Development.
- 18.6 If the Purchaser sells the Land while the Vendor remains the owner or occupier of any part of the Development, the Purchaser must ensure that its successors in title confer upon any Builder and Vendor the respective rights conferred on them by the Purchaser in this Special Condition.
- 18.7 The Purchaser acknowledges that the Vendor may in its discretion subdivide the Land in stages under section 37 of the *Subdivision Act 1988 (Vic)*.
- 18.8 For so long as the Vendor is registered or entitled to be registered as the proprietor of any one or more Lots on the Plan of Subdivision, the Purchaser must not erect nor cause or allow to be erected on or about the Land any signage or advertising material for the sale or lease of the Property (or any other Lot) without the Vendor's prior written consent. The Purchaser authorises the Vendor to remove at the Purchaser's cost any signs and advertising material erected on the Property in breach of this Special Condition.
- 18.9 This Special Condition 18 does not merge on settlement and will continue in full force and effect.
- 19 Services**
- 19.1 The Purchaser shall not Object or Claim in respect of any of the following:
- (a) the nature, location, availability, non-availability of any installations, services and utilities;
  - (b) if any installations, services and utilities are a joint service with any other land or building;
  - (c) if any connections pass through in or over the Property;
  - (d) if any sewer or water main or connection passes through in or over the Property; or
  - (e) if there is a man hole or vent on the Property.
- 19.2 The Purchaser acknowledges that the Vendor makes no representation nor gives any warranties in respect of any NBN Co Limited ("NBN Co") services offered or supplied to the Property by any Telco or other service provider, and that the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use, terms and conditions which apply to such offers.
- 19.3 The Purchaser will not Object or Claim any compensation because of anything contemplated in Special Condition 19.
- 20 Bushfire Attack Level**
- 20.1 Without limiting any other Special Condition under this Contract, the Purchaser acknowledges and agrees:
- (a) that the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level ('BAL') rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;
  - (b) the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
  - (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations standards (including but not limited to Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;

- (d) that no information, representation or warranty was made by the Vendor, the Vendor's Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
- (i) the Purchaser has made or produced its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
  - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating.

## 21 Fencing and Land Conditions

- 21.1 The Purchaser and the Vendor agree that for so long as the Vendor shall be registered or entitled to be registered as the proprietor of any land adjoining the boundaries of the Land (including any adjoining screening and recreation reserve), the proportions for contribution to the cost of erecting any dividing fences or walls, including any sums for liabilities which the Vendor (whether or not it is aware of any) has incurred with any adjoining owners, to be borne by each of them pursuant to the *Fences Act 1968* (Vic) shall be 100% (Purchaser) and 0% (Vendor) respectively.
- 21.2 The Vendor makes no warranties or representations in regard to the suitability of or the works required to be carried out to the Land or any lot abutting the Land to enable the Land to be used by the Purchaser.

## 22 Filled Land

- 22.1 The Land hereby sold, the Development and any part thereof may be filled land.
- 22.2 Intentionally left blank.
- 22.3 The Purchaser will not Object or Claim any compensation because of anything contemplated in Special Condition 22.

## 23 Safety

- 23.1 The Purchaser must not enter upon the following areas of the site without first obtaining the written permission of the Vendor:
- (a) any area where construction work is being undertaken;
  - (b) any area that has not yet been developed or is vacant; or
  - (c) any area that is identified by fencing or signage or otherwise advised to be subject to authorised access only.
- 23.2 The Purchaser must not tamper with or move any fencing, signage, construction plant or materials on the site.
- 23.3 The Purchaser must comply with the requirements directions or recommendations of any warning signs on the site.
- 23.4 The Purchaser must ensure that all contractors and other invitees and visitors of the Purchaser (including any children) understand and comply with the requirements of 23.1, 23.2 and 23.3 of this Special Condition.

- 23.5 From the Settlement Date, the Purchaser must keep the Lot and any building works occurring on the Lot free of any hazards that could impact upon persons on the property. This must include, but is not limited to locking up plant and equipment, secure storage of hazardous substances, barricading of all hazards including trenches, safe storage of materials including from wind effects, prompt removal of rubbish and safe parking of vehicles. The Purchaser must ensure that its contractors comply with these requirements.

## 24 Housing and Design Guidelines

- 24.1 The Purchaser acknowledges the Property forms part of a unique larger residential community and agrees and accepts that the Vendor is required to accommodate for this requirement and has under these Special Conditions.
- 24.2 The Vendor may cause for the Housing and Design Guidelines affecting the Lot to be registered on the Title and/or Plan of Subdivision (by way of Memorandum of Common Provisions, Restrictive Covenant or otherwise) with the Registrar, for which the Purchaser must strictly adhere to as provided for under this Contract.
- 24.3 The Vendor reserves the right to amend the Housing and Design Guidelines from time to time as required to meet any requirement or recommendation of the Council or any Authority or as the Vendor may determine in its absolute discretion.
- 24.4 The Vendor will notify the Purchaser within 60 days of any amendment to the Housing and Design Guidelines.
- 24.5 If for any reason the Vendor does not (in a timely manner or for any other reason) procure the registration of the Housing and Design Guidelines and the built form principles as contemplated under this Special Condition and the Contract, the Purchaser agrees to observe and be bound by the Housing and Design Guidelines served on it by the Vendor and will conform and follow these in the strictest sense with the intent that the benefit of such Housing and Design Guidelines shall be attached to and run at law and in equity with the Land until satisfaction of the Housing and Design Guidelines has occurred in accordance with this Contract.
- 24.6 The Purchaser must not construct any building structure or improvement on the Lot which do not comply with the Housing and Design Guidelines and the built form principles and agrees to comply in all respects with the Housing and Design Guidelines.
- 24.7 The Purchaser agrees to be bound by the Housing and Design Guidelines (including any variations) as if they were repeated in this Special Condition 24 in full.
- 24.8 The Purchaser must build and construct the House on the Lot as contemplated by the Housing and Design Guidelines, strictly in accordance with Special Condition 25.
- 24.9 To the extent there is any inconsistency between the Housing and Design Guidelines and this Contract, the Housing and Design Guidelines will prevail.

## 25 Construction of a Dwelling House

- 25.1 The Purchaser acknowledges that it must:
- (a) within a period of 18 months from the Settlement Date (or such longer period as may be notified in writing to the Purchaser), substantially commence the building and construction of the House on the Lot;



- (b) following commencement of construction of the House, continually progress construction of the dwelling house in a timely manner;
- (c) ensure the Lot is kept clean, presentable and safe at all times until construction is completed;
- (d) within a period of 30 months from the Settlement Date (or such longer period as may be notified in writing to the Purchaser), complete construction of the House in accordance with the relevant Housing and Design Guidelines; and
- (e) within a period of 6 months from completion of construction of the House (or such longer period as may be notified in writing to the Purchaser), complete construction of the:
  - (i) landscaping,
  - (ii) driveway; and
  - (iii) fencing,(as required by the Housing and Design Guidelines) for the Lot.

25.2 For the purpose of this Special Condition:

- (a) **substantially commence** means erection of the footings and slab; and
- (b) **complete and completion** means issue of an occupancy permit issued by a building surveyor (or relevant authority) under the *Building Act 1993* (Vic).

## 26 Intentionally Left Blank

## 27 Electrical Supply

### 27.1 Acknowledgements

- (a) The Purchaser acknowledges and agrees that:
  - (i) it is intended that electricity supply infrastructure will be provided to the Property but the Property may not benefit from an electricity supply at the Settlement Date;
  - (ii) the availability, provision and timing of electricity supply is dependent on third party providers being willing and able (at their cost) to provide and install the necessary infrastructure and enter the appropriate agreements with electricity suppliers and the Vendor makes no warranties or representations in respect of such matters;
  - (iii) it is the Purchaser's sole responsibility to ensure that any Improvements on the Property are designed, constructed and wired to be compatible with the services provided via that electricity infrastructure; and
  - (iv) if the Purchaser requires power to commence construction of a dwelling prior to energisation of the electrical infrastructure, the Purchaser, at its cost, must provide or procure temporary power to the Property for the period prior to energisation of the permanent power supply.
- (b) The Purchaser agrees that it must not make any representation to any third parties including any Authority in relation to any matters contemplated by this Special Condition 27

which may in the opinion of the Vendor have an adverse effect on the Vendor.

- (c) The Purchaser waives its rights and releases the Vendor to the full extent permitted by law from all Claims that it may have against the Vendor in relation to the matters set out in this Special Condition 27.

27.2 The Purchaser must not make any requisition, Claim or Object, rescind or purport to rescind the Contract, call on the Vendor to do any thing, withhold any part of the Price, delay Settlement or avoid any of its obligations because of anything contemplated by Special Condition 27.1.

## 28 Maintenance of the Property

28.1 At all times after the Settlement Date, until construction of a dwelling on the Property under Special Condition 25 is completed, the Purchaser must keep the Property clean and tidy and free from debris and in a safe condition.

28.2 If, in the Vendor's absolute discretion, the Purchaser fails to comply with Special Condition 28.1, the Vendor or its agents may enter the Property, without notice to the Purchaser and without creating liability for trespass or otherwise, to undertake such works as may be required to ensure that the Property is in the condition required by Special Condition 28.1.

28.3 If the Vendor enters the Property under Special Condition 28.2, the Purchaser must promptly pay the Vendor a sum of \$275 (including GST) plus any additional costs incurred by the Vendor upon receipt of an invoice from the Vendor.

## 29 Vendor's Option

29.1 The Purchaser grants to the Vendor an option to repurchase the Lot following the Settlement Date (the "**Vendor Option**").

29.2 The Vendor Option may be exercised by the Vendor if the Purchaser breaches any obligation it has pursuant to Special Condition 24 or 25 and that breach continues for 60 days.

29.3 The Vendor may exercise the Vendor Option by notice in writing to the Purchaser (the "**Vendor Option Notice**"). The Vendor's Option Notice to the Purchaser shall include a contract duly executed by the Vendor as Purchaser (the "**Vendor Option Contract**") which will provide for the following agreed terms and conditions:

- (a) The form will be the Law Institute of Victoria Contract of Sale of Real Estate current as at the date of this Contract;
- (b) The Day of Sale will be the date on which the Vendor exercises the Vendor Option;
- (c) The Purchaser will be the Vendor "and/or nominee";
- (d) The purchase price will be the lower of:
  - (i) 70% of the purchase price under this Contract plus 70% of any payment made by the Purchaser under the Building Contract,

less:

- (A) duty payable by the Vendor (as purchaser) under the *Duties Act 2000* (Vic) and Land Registry fees;
- (B) Vendor's legal costs for the

- preparation and settlement of the contract of sale, occurring as a consequence of the Vendor Option Contract; and
- (C) the Vendor's costs in procuring and arranging the sale
- or
- (ii) the market value of the Land determined in accordance with Special Condition 29.10,
- less:
- (A) the Valuers fee;
- (B) Quantity Surveyor's fee;
- (C) duty payable by the Vendor (as purchaser) under the Duties Act 2000 and Land Registry fees;
- (D) Vendor's legal costs for the preparation and settlement of the contract of sale, occurring as a consequence of the Vendor Option Contract; and
- (E) the Vendor's costs in procuring and arranging the sale,
- (hereafter referred to as the "**Purchase Price**");
- (e) The Purchase Price will be paid by a deposit of \$1.00 on signing of the Vendor Option Contract and the residue 120 days after the Day of Sale;
- (f) Vacant possession of the property will be given on payment of the Purchase Price; and
- (g) Any other special conditions as are reasonably required by the Vendor including, if the Purchaser is a builder, a special condition requiring the Purchaser (as vendor) before the settlement date to assign or procure the assignment to the Vendor (as purchaser) at no cost, a licence to use the copyright to complete the construction of the dwelling.
- 29.4 Upon receipt of the Vendor Option Notice and Vendor Option Contract the Purchaser must deliver to the Vendor or it's legal representative a counterpart of the Vendor Option Contract executed by the Purchaser as vendor within 7 days.
- 29.5 A default in the execution and exchange of the Vendor Option Contract will not affect the validity of the Vendor Option Contract, which is deemed to be created by exercise of the Vendor Option.
- 29.6 The Purchaser hereby irrevocably appoints a director of the Vendor company, as attorney for the express purpose of signing on behalf of the Purchaser the Vendor Option Contract, instruments of transfer and any other document necessary to give effect to the Vendor Option Contract and complete settlement thereof.
- 29.7 The Purchaser warrants and agrees with the Vendor that:
- (a) The Purchaser will not at any time encumber the Lot with debts exceeding the Purchase Price;
- (b) If, on the settlement date of the Vendor Option Contract the Purchase Price is insufficient to repay all creditors secured by the Lot then:
- (i) The Purchaser must contribute any short-
- fall, failing which;
- (ii) If the Vendor elects to pay the short-fall to enable settlement to be completed then the amount of that short-fall shall become a liquidated debt owing to the Vendor by the Purchaser attracting interest at 4% per annum higher than the rate then fixed under the *Penalty Interest Rates Act 1983* (Vic).
- 29.8 Intentionally left blank.
- 29.9 The Vendor Option lapses on the issue of an Occupancy Permit for the dwelling to be constructed on the Lot and payment by the purchaser of all money owing to the builder under the Building Contract.
- 29.10 If the Vendor gives the Purchaser a Vendor Option Notice in accordance with Special Condition 29.3, the Vendor and Purchaser must promptly appoint:
- (a) a Valuer to determine the then market value of the Land (without improvements) on usual valuation principles or, if they cannot agree on a Valuer, ask the President for the time being or in his absence the senior officer of the Australian Property Institute - Victorian Division (or the principal officer of any successor body) to appoint one; and
- (b) if there are improvements on the Land, a Quantity Surveyor to determine the value (if any) of the improvements on the Land (or the cost of their demolition and removal if they have no value) on usual quantity surveying principles or, if they cannot agree on a Quantity Surveyor, ask the National President for the time being or in his absence the senior officer of the Australian Institute of Quantity Surveyors (or the principal officer of any successor body) to appoint one,
- and, in the absence of manifest error, the determination of each of the Valuer and Quantity Surveyor will be final and binding on the Vendor and Purchaser.
- 30 Re-sale**
- 30.1 The Purchaser must not market, advertise, sell, gift, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the land or the Lot or any part thereof or any of the Purchaser's rights or interest in or under this Contract:
- (a) before the Settlement Date without the prior written consent of the Vendor (which may be given or refused in its absolute discretion);
- (b) to any person (recipient) or if the Purchaser is a proprietary company, allow a controlling interest in the issued capital of the company to be disposed of, or create any trust affecting the property unless the condition in the form or to the effect of this condition similarly binding the recipient and any subsequent recipient.
- 30.2 The Purchaser will not Object or Claim any compensation because of anything contemplated by or occurring pursuant to Special Condition 30.
- 31 Re-Sale Deed**
- 31.1 The Purchaser acknowledges that the Special Conditions include provisions concerning the construction of improvements on the Lot and effecting the provisions under this Contract with respect to the Housing and Design Guidelines by the Purchaser.
- 31.2 Where written consent is obtained by the Vendor

pursuant to Special Condition 30.1 of this Contract, the Purchaser must first deliver to the Vendor the Re-Sale Deed signed by the new buyer, transferee, assignee or donee in favour of the Vendor agreeing to comply with the Housing and Design Guidelines and the Purchaser's obligations under (inter alia) Special Conditions 24, 25, 28 and 29 and any other continuing obligations of the Purchaser has under this Contract. The Purchaser must ensure the Re-Sale Deed is completed and that a copy of this Contract is attached in Schedule 2 of the Re-Sale Deed.

31.3 The Re-Sale Deed must be prepared by the Purchaser and executed in triplicate. The Purchaser will pay the Vendor's reasonable legal costs in reviewing, approving and processing the Re-Sale Deed.

**32 Adjunct Terms arising from (inter alia) the Housing and Design Guidelines and the Construction of the House**

32.1 In order to better secure and support the obligations under Special Conditions 24, 25, 28 and 29 the Purchaser hereby grants to the Vendor a charge in favour of the Vendor over the Lot. The Purchaser agrees and acknowledges that the Vendor may lodge a caveat at the Land Registry claiming an interest in the Land pursuant to the charge hereby granted, once the Purchaser has acquired it.

32.2 The Vendor may vary, relax or waive any requirement under the Housing and Design Guidelines in relation to any other Lot or Lots sold by the Vendor or as a consequence of anything contemplated by or occurring pursuant to Special Condition 24, 25, 28 and 29

32.3 Without limiting the generality of any other Special Conditions, the Purchaser acknowledges that Special Condition 24, 25, 28, 29, 30 and 31 are essential terms of this Contract and a breach of any of these Special Conditions will cause damage to the Vendor. The Purchaser indemnifies the Vendor for any Claims, loss, damage, cost and expense, which the Vendor may incur as a result of the Purchaser's breach of or default under these Special Conditions (including but not limited to a failure to obtain the Re-Sale Deed).

32.4 The Purchaser will not Object or Claim any compensation because of anything contemplated by or occurring pursuant to Special Condition 24, 25, 28, 29, 30 and 31

32.5 Special Condition 24, 25, 28, 29, 30 and 31 will not merge on settlement of this Contract and each indemnity given continues after settlement and continues for the benefit of the Vendor. The Vendor can enforce any indemnity before incurring any cost or expense.

**33 Guarantees and Joint Purchasers**

33.1 If the Purchaser (or any nominee) is or includes a corporation, that is not listed on the Australian Stock Exchange:

(a) where that corporation is not a wholly owned subsidiary of a corporation that is listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by all directors of the Purchaser corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow; or

(c) where that corporation is a wholly owned subsidiary of a corporation listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be

executed by the listed corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow.

33.2 Despite anything else in this Contract, if there is more than one Purchaser, this Contract will bind all of them jointly and each of them severally.

33.3 If the Purchaser (or any nominee) does not comply with this Special Condition, the Vendor may rescind the Contract.

33.4 If any of the aforesaid representations are false or the signatory breaches any one or more of them, the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

**34 Nomination**

34.1 Notwithstanding General Condition 18, the Purchaser may nominate an additional or substitute Purchaser if this Contract specifies that the Land is sold to the Purchaser "and/or Nominee".

34.2 Any nomination under Special Condition 34.1 must be made at least 10 Business Days before Settlement. If the Purchaser wishes to nominate, it must deliver to the Vendor's Solicitor:

(a) a nomination notice executed by the nominee and by the Purchaser, including a completed "Nominee's FIRB Declaration" where:

(i) if the nominee ticks "No" in the Nominee's FIRB Declaration, the nominee warrants on the date of the nomination notice and again on the Settlement Date that is not a Foreign Person and that it is not required to give notice to, or obtain approval from, the Treasurer of the Commonwealth of Australia under the FATA Act in respect of the transaction contemplated by the nomination notice of the Contract; and

(ii) if the nominee ticks "Yes" in the Nominee's FIRB Declaration, the nominee warrants on the date of the nomination notice and again on the Settlement Date, that it has obtained FIRB Approval (a copy of which must be attached to the nomination notice);

(b) payment of \$440.00 (including GST) to the Vendor's Solicitors.

(c) a written acknowledgement from the guarantors (if any) that the nomination of the nominee does not vitiate the guarantor's obligations.

(d) if the nominee is a corporation, a signed guarantee and indemnity in the form contained in Annexure A of this Contract.

34.3 The Purchaser remains liable under this Contract even if an additional or substitute purchaser is nominated.

34.4 The Purchaser indemnifies and keeps the Vendor indemnified against any and all Claims, Outgoings or payments which the Vendor suffers, incurs or is liable for with respect to stamp duty payable in relation to this Contract and the nomination of any additional or substituted purchaser or purchasers.

34.5 The Purchaser and each additional or substitute Purchaser unconditionally and irrevocably guarantees to the Vendor each of the Purchaser and substitute purchasers' obligations under this Contract including the payment of any Balance of the Price, any other amounts payable under this Contract and the

performance of the obligations under this Contract by the Purchaser and any additional or substitute purchaser.

**35 Confidentiality**

- 35.1 Subject to Special Condition 35.2, the existence and terms of this Contract (and all related documents and information made available to any party for the purpose of entering into this Contract or in the course of the performance of this Contract) must be kept confidential and must not be disclosed to any other person without the written consent of the other parties.
- 35.2 Special Condition 35.1 shall not apply in the following circumstances:
  - (a) any disclosure required by law;
  - (b) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality;
  - (c) a disclosure to bankers or other financial institutions of the party, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if those persons undertake to keep information disclosed confidential;
  - (d) a disclosure in connection with the ongoing management and operation of the Property and the Development; or
  - (e) a disclosure of any information which is a matter of public record.
- 35.3 Except as required by law or the requirements of any Authority, all press releases and other public announcements relating to the transactions dealt with by this Contract must be in terms agreed in writing by the parties.

**36 Intentionally Left Blank**

**37 Vendor's right to terminate**

- 37.1 If:
  - (a) any requirement imposed by an Authority for the Plan of Subdivision or on the Development is in the opinion of the Vendor (acting reasonably) too onerous to perform or accept;
  - (b) at any time and for any reason the Vendor (acting reasonably) determines that construction of the Development will not proceed;
  - (c) at any time prior to the commencement of the construction of the Development:
    - (i) the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor; or
    - (ii) the Vendor does not undertake the Works for any reason whatsoever; or
    - (iii) any amended Planning Permission is not obtained by the Planning Permission Date;

the Vendor may elect to terminate this Contract by notice in writing to the Purchaser. If the Vendor gives notice under this Special Condition 37, this Contract will be at an end and all monies paid by the Purchaser (together with any interest earned) will be refunded.

- 37.2 Special Condition 37 is for the sole benefit of the Vendor and only the Vendor may give notice under it or

waive the benefit of it.

- 37.3 If this Contract is terminated or rescinded by the Vendor under this Special Condition 37, the Vendor will cause for the deposit to be returned to the Purchaser. If the deposit was invested, the Vendor will retain any interest earned on the investment of the deposit.
- 37.4 If this Contract is terminated or rescinded by the Vendor under this Special Condition 37 neither party will have any right to Object or Claim any compensation or damages against the other party as a result of the termination or rescission.

**38 Vendor rights to assign, charge, mortgage, novate or deal with the Lot**

- 38.1 If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor of the Land or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Land or to whom the Vendor's rights under this Contract are assigned. The Purchaser must not make a Claim, enquiry, requisition or demand in respect of any of the matters set out in this Special Condition 38.
- 38.2 In consideration of the Purchaser agreeing to entering into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:
  - (a) a deed in the form prepared by the Vendor novating this Contract to a third party;
  - (b) a vendor's statement for the Property in the form prepared by the third party.
- 38.3 If this Contract of Sale is novated to a third party, the Purchaser will not Object or Claim any compensation because of anything contemplated by or occurring pursuant to this Special Condition.
- 38.4 If the Purchaser breaches this Special Condition the Purchaser must immediately pay the deposit in cleared funds to the Vendor's solicitors.

**39 Dispute**

- 39.1 All disputes, differences or claims arising out of, relating to, or concerning Special Condition 24 regarding the Housing and Design Guidelines that the Purchaser may have, whether raised before or after the execution of this Contract, shall be decided only as set out in this Special Condition.
- 39.2 The parties agree that this Special Condition 39 contains a code for the resolution of any such dispute, difference or claim, which must be followed.
- 39.3 The Purchaser shall give to the Vendor a notice in writing (the "**Notice of Dispute**") of its dispute, difference or claim regarding the Housing and Design Guidelines (the "**Dispute**") within 30 days from the date the Vendor notifies the Purchaser pursuant to Special Condition 24.3 which notice shall specify detailed particulars of the Dispute, the Purchaser's position and the relevant facts and circumstances and shall designate a senior representative of the Purchaser with authority to settle the Dispute. With a Notice of Dispute, the Purchaser must provide copies of relevant correspondences and other documents.
- 39.4 Within 3 business days of receipt of a Notice of Dispute the Vendor shall give written notice to the party giving the Notice of Dispute designating its senior

representative who has authority in negotiations to settle the Dispute. The persons so designated shall within 10 Business Days of the designation required by this Special Condition, following whatever investigations each deems appropriate, seek to resolve the Dispute.

39.5 If the Dispute is not resolved within the 2 calendar weeks referred to in Special Condition 39.4 (or within such further period as the representatives may agree in writing), the Dispute will be determined by an independent expert acting as an expert not an arbitrator (the "**Expert**"). The identity of the independent expert shall be agreed by both parties or failing agreement, then nominated upon the application of either party by the President of the Law Institute of Victoria. For the purpose of this Special Condition 39.5:

- (a) both parties are entitled to make written submissions to the Expert;
- (b) the Expert is to give notice of his decision as soon as is reasonably practicable in the circumstances;
- (c) the Expert's decision is final and binding upon the parties;
- (d) the Expert is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party; and
- (e) the costs of the Expert's determination will be borne by the parties equally.

39.6 All information exchanged and received between the parties under or in connection with the Dispute or during the negotiations preceding or following the Dispute is confidential to them and may not be disclosed to any person save for:

- (a) to employees, legal or other consultants of the party or its related entities requiring the information for the purposes of the Dispute or implementing the agreements contemplated by the Dispute; or
- (b) with the consent of the party who supplied the information; or
- (c) as required by law.

39.7 The Purchaser must exercise any such rights under this Special Condition 39 strictly within 14 days of being provided by the Vendor the Housing and Design Guidelines, failing which the Purchaser acknowledges and agrees that it forever loses, forgoes and relinquishes the right to Claim, Object or dispute or make dispute to any matter or issue, arising out of, relating to or connected with the Housing and Design Guidelines. For the avoidance of doubt, time remains of the essence where it is capable of remaining so and time does not in any way cease to become of the essence as a consequence of anything contemplated on or by this Special Condition 39.

#### 40 Capacity

40.1 If the Purchaser:

- (a) being an individual:
  - (i) dies; or
  - (ii) becomes incapable of managing the Purchaser's affairs; or
- (b) being a company:
  - (i) resolves to go into liquidation;

- (ii) has an application for its winding up presented and not withdrawn within 30 days of its presentation;
- (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation; or
- (iv) has a liquidator, provisional liquidator, receiver, receiver and manager or administrator appointed,

the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting in any way the Vendor's other rights or remedies, accept such repudiation and rescind this Contract at any time before Settlement in which case the provisions of General Condition 28.4 will apply, and the parties shall hereby each appoint the other as their lawful attorney for this purpose and absolve the stakeholder from any liability for complying with such notice.

40.2 If the Purchaser is buying the Property as trustee of a trust (the "**Trust**") then the Purchaser:

- (a) must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- (b) warrants that the Purchaser has power under the Trust to enter into this Contract;
- (c) is personally liable under this Contract;
- (d) warrants that the Purchaser has a right of indemnity under the Trust; and
- (e) must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

40.3 Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

40.4 Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

40.5 Where the Purchaser executes this Contract as the trustee of a regulated superannuation fund:

- (a) the parties acknowledge that the Purchaser must not give a charge (including a mortgage, lien or other encumbrance) over, or in relation to, an asset of the fund; and
- (b) despite any other provision in this Contract, the parties confirm that the Purchaser does not give such a charge and the Vendor must not exercise any provision to bring such a charge into existence.

#### 41 Waiver

41.1 The Vendor may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Vendor does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy.

41.2 A failure, delay, relaxation or indulgence by the Vendor in exercising any right, power or remedy conferred on the Purchaser by this Contract does not operate as a

waiver of the right, power or remedy or prevent its exercise. A waiver of a breach does not operate as a waiver of any other breach.

- 41.3 The Vendor is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.
- 41.4 A provision of or a right created under this Contract may not be waived or varied except in writing, signed by the party or parties to be bound.
- 41.5 The Purchaser will not Object or Claim any compensation because of anything contemplated in Special Condition 41.

## 42 Notices

- 42.1 All communications between the parties must be in legible writing and in English 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 42.
- 42.2 Communications are taken to have been received:
- (a) if delivered by hand, on the day of delivery;
  - (b) if sent by post, 2 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, upon entry into the information systems of the recipient.
- 42.3 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;
  - (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,

but if a notice is served by hand, or is received by the recipient's facsimile or email on a day that is not a Business Day, or after 5.00pm on a Business Day, the notice will be considered to have been received by the recipient at 9.00am on the next Business Day.

- 42.4 The Vendor may at any time prior to Settlement, sell, mortgage, assign or charge any of its rights, privileges, benefits or obligations under this Contract or all or part of the Property without reference to the Purchaser.

## 43 Approval of Contract

- 43.1 The Vendor and the Purchaser hereby agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law established under the *Trade Practices Act by virtue of the Trade Practices Amendment (Australian Consumer Law) Act (No.2) 2010* (Cth).
- 43.2 The Purchaser acknowledges to the Vendor:

- (a) that before signing this Contract:
  - (i) the Purchaser received, or has had the opportunity to receive, independent advice considered relevant by the Purchaser, including legal advice; and
  - (ii) the Purchaser negotiated, or has had the opportunity to negotiate, the terms of this Contract.
- (b) the Purchaser is aware of the risks that the Vendor undertakes in relation to the Development and in view of these risks, agrees that the rights given to the Vendor under this, Contract are reasonably necessary to protect the legitimate interest of the Vendor.

## 44 Representations, Warranties, Acknowledgements and Indemnities

- 44.1 This Contract contains the entire agreement between the parties as at the Day of Sale.
- 44.2 The Purchaser acknowledges and agrees that:
- (a) in entering into this Contract, the Purchaser has not relied on any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor, except as set out in this Contract or in legislation;
  - (b) the Vendor may receive fees, commissions or payments from third parties arising from, in relation to or emanating from this Property and agreement and will not Object or Claim in relation to same;
  - (c) the Purchaser is relying entirely upon its own enquiries with respect to:
    - (i) the fitness or suitability for any particular purpose of the Land;
    - (ii) the Purchaser's obligations and rights under this Contract; and
    - (iii) any financial return the Purchaser may make from the Land.
- 44.3 The covenant provisions, terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provisions or terms shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated, notwithstanding any negotiations or discussions held or documents signed or brochures and plans produced prior to the Day of Sale.
- 44.4 Subject to any provision to the contrary in this Contract the Purchaser shall indemnify and keep indemnified the Vendor against all Claims of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any liability, Claims, howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect to the Land or any act, matter or thing occurring thereon.
- 44.5 The Purchaser acknowledges that prior to execution of this Contract and any document relating to this sale, the

Purchaser received a statement in writing under section 32 of the *Sale of Land Act 1962* (Vic) from the Vendor, which complies with the requirements of section 32 of the *Sale of Land Act 1962* (Vic). The Purchaser warrants that it will not Object or Claim about any matter included in the Vendor's Statement.

44.6 The Purchaser acknowledges and agrees that:

- (a) the documents contained in this Contract (including but not limited to all schedules, annexures and appendages to this Contract) form part of the Vendor's Statement and are hereby incorporated by reference into the Vendor's Statement mutatis mutandis in their fullest form and to their fullest extent; and
- (b) it has read, studied, reviewed, made enquiries and informed itself (where relevant) of the information contained under this Contract.

44.7 The Purchaser may not make any Claim or Object, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in Special Condition 44.6.

44.8 The Purchaser may inspect the condition of the Land in accordance with General Condition 22 only after making an appointment with the Vendor or the Vendor's agent, but not more than once.

44.9 Each party to this Contract shall execute and deliver all such documents, instruments and writings and shall do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

44.10 Any provision of this Contract, which is capable of, taking effect after completion of this Contract, shall not merge on completion but rather shall continue in full force and effect.

#### 45 GST

45.1 Interpretation

In this Special Condition 45, expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning.

45.2 Amounts for payment expressed inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are inclusive of GST.

45.3 Intentionally Left Blank

45.4 GST Withholding

- (a) This Special Condition 45.4 applies if:
  - (i) the Day of Sale is:
    - (A) on or after 1 July 2018; or
    - (B) before 1 July 2018 and any payment of the Balance is made on or after 1 July 2020; and
  - (ii) the Vendor provides the Purchaser with a GST Withholding Notice specifying that the Purchaser is required to make a payment on account of GST to the Commissioner.
- (b) The Vendor acknowledges and agrees that the Vendor will not be entitled to delay Settlement or refuse to compete because of payment of the GST Withholding Amount in the circumstances described in Special Condition 45.4(c).

- (c) Subject to Special Condition 45.4(e), the Purchaser must at Settlement, provide the Vendor with a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount.

- (d) The bank cheque provided to the Vendor by the Purchaser in accordance with Special Condition 45.4(c) must not be:

- (i) post-dated;
- (ii) stale; or
- (iii) dishonoured on presentation.

- (e) Special Condition 45.4(c) does not apply where Settlement occurs electronically via an ELN and the GST Withholding Amount is paid directly to the Commissioner through that facility at Settlement.

#### 46 Foreign Residential Gains Capital Withholding Payments

46.1 This Special Condition 46 applies if the Price is equal to or greater than \$750,000 (or such other threshold prescribed in the TA Act from time to time).

- (a) In this Special Condition 46, terms have the following meanings:

- (i) Clearance Certificate means a certificate in respect of the Vendor given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;
- (ii) Variation means a variation made by the Commission under section 14-235(2) of Schedule 1 of the TA Act; and
- (iii) Withholding Amount means that the Purchaser is required to pay the Commissioner under section 14-200(3) of Schedule 1 of the TA Act.

- (b) The Vendor may serve a Clearance Certificate or a Variation.

- (c) If a Clearance Certificate is included in the Vendor's Statement or the Vendor provides a Clearance Certificate to the Purchaser (or the Purchaser's Solicitor) no later than 2 Business Days before the Settlement Date then the Purchaser must not at Settlement retain or withhold any amount of the Price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

- (d) If the Vendor serves a Variation no later than 2 Business Days before the Settlement Date then the Purchaser must at Settlement only retain or withhold the amount specified in the Variation for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

- (e) If the Vendor does not provide a Clearance Certificate under special condition 46(d) then the Purchaser must:

- (i) serve evidence of a Purchaser payment notification to the Australian Taxation Office within 5 Business Days after the Settlement Date;
- (ii) at Settlement, produce a settlement cheque in favour of the Commissioner for the Withholding Amount;
- (iii) immediately following Settlement deliver that settlement cheque to the Commissioner; and
- (iv) serve evidence of receipt by the Commissioner of payment of the

Withholding Amount within 5 Business Days after the Settlement Date.

#### 47 Online Duties Form

##### 47.1 Purchaser's acknowledgement

The Purchaser acknowledges that in order for the duty on the instrument of transfer to be assessed, the State Revenue Office requires the information which must be submitted to the State Revenue Office for that purpose, to be completed and signed online by both parties, and submitted to the State Revenue Office electronically by means of the Online Duties Form.

##### 47.2 Purchaser must complete the Online Duties Form

(a) To ensure that the Online Duties Form is completed and signed in time for Settlement, the Purchaser must:

- (i) populate the Online Duties Form with all the information which a purchaser must provide to the State Revenue Office (Transferee Information); and
- (ii) accept and/or sign the Online Duties Form,

in each instance, within 2 Business Days of receiving an online invitation to do so. The Purchaser must promptly notify the Vendor that the Purchaser has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.

(b) If the Purchaser fails to comply with Special Condition 47.2(a), the Purchaser is in default under this Contract.

(c) In addition to the Vendor's rights described elsewhere under this Contract, if the Purchaser breaches the Purchaser's obligations under Special Condition 47.2(a):

- (i) the Vendor may extend the Settlement Due Date by the same number of days in which the Purchaser delays populating, or accepting and/or signing the Online Duties Form; and
- (ii) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay default interest under this Contract to the Vendor from the original Settlement Due Date until the Settlement Date.

(d) The Purchaser confirms and agrees that upon the Online Duties Form being populated with the Transferee Information, the Purchaser must not amend any of the Transferee Information without procuring the Vendor's prior written consent to do so.

(e) The Purchaser acknowledges that the Purchaser is responsible for populating the Online Duties Form with accurate Transferee Information.

#### 48 Electronic Conveyancing

##### 48.1 E-conveyancing definition

In this Special Condition 48:

(a) **ECNL** means the Electronic Conveyancing National Law (Victoria) under the Appendix to the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW);

(b) **Electronic Settlement** means settlement of this Contract in accordance with Special Condition 48.3; and

(c) **Electronic Workspace** means an electronic environment for the exchange of information, communications and notices between parties to the workspace, for the purposes of effecting electronic transactions in accordance with this Special Condition 48, the ECNL and any requirements of the ELN.

##### 48.2 Trigger for Electronic Settlement

(a) Special condition 48.3 only applies if:

- (i) this Contract specifies; or
- (ii) the Vendor makes an election by giving the Purchaser written notice prior to the Settlement Date,

that Settlement will be conducted electronically in accordance with the ECNL.

(b) The Purchaser or the Purchaser's Solicitor must notify the Vendor's Solicitor in writing within 10 days before the Settlement Due Date whether it reasonably believes that Settlement and lodgement can no longer be conducted electronically in accordance with the ECNL.

(c) If the Vendor agrees with the Purchaser or the Purchaser's Solicitor that Settlement and lodgement cannot be conducted electronically in accordance with the ECNL, Special Condition 48.3 does not apply.

##### 48.3 If triggered, the conditions for Electronic Settlement:

(a) The parties agree to do all things reasonably necessary to effect an Electronic Settlement, including:

- (i) making any necessary variations to this Contract;
- (ii) being or engaging a representative who is a subscriber for the purposes of the ECNL, and ensuring that all third parties introduced to the transaction under this Contract by it do the same;
- (iii) conducting Settlement in accordance with the requirements of:
  - (A) the operator of the ELN;
  - (B) the ECNL;
  - (C) the Vendor; and
  - (D) any other relevant law;

(iv) enabling the relevant documents to be lodged by means of the ELN in the form approved by the Registrar;

(v) enabling the Vendor to create an Electronic Workspace; and

(vi) enabling the Vendor to populate all fields required to be populated by the Vendor in the Electronic Workspace,

on or before the Settlement Due Date.

(b) The parties' obligations under Special Condition 48.3(a) include using reasonable endeavours to compel their respective:

- (i) financiers;
- (ii) subscribers (within the meaning of the ECNL); and
- (iii) any other relevant parties that are required to be a party to the ELN to effect Electronic Settlement,



to do all things reasonably necessary to effect Electronic Settlement.

- (c) If the Purchaser or the Purchaser's subscriber amends any fields or documents within the Electronic Workspace on or one day prior to the Settlement Due Date that subsequently requires the Vendor or the Vendor's Solicitors to re-populate or re-sign any field or document in the Electronic Workspace, the Purchaser is in breach of this Contract and the Vendor will be entitled (in its absolute discretion) to delay settlement until such time as the relevant field or document can be re-populated or re-signed.
- (d) Despite any other provision of this Contract, the service of notices and any written communications in respect of the Electronic Settlement must not occur through the Electronic Workspace unless initiated by and agreed to in writing by the Vendor.
- (e) The parties agree that:
  - (i) Electronic Settlement has occurred when the Electronic Workspace records that the exchange of funds or consideration between the parties (or their financial institutions) has been "disbursed" in accordance with the parties' instructions and this Contract; and
  - (ii) if Electronic Settlement does not occur on the Settlement Due Date, the parties must do everything reasonably necessary to effect:
    - (A) Electronic Settlement on the next Business Day; or
    - (B) by mutual agreement, Settlement (by non-electronic means) as soon as reasonably practicable.
- (f) If an exchange of funds contemplated in Special Condition 48.3(e)(i) does not occur in accordance with the parties' instructions, each party must do everything reasonably necessary to assist the other party in tracing and recovering any mistaken payment.
- (g) Despite any other provision of this Contract, the Purchaser must reimburse the Vendor at Settlement for any fee charged by the operator of the ELN to effect the Electronic Settlement.
- (h) To the extent of any inconsistency, this Special Condition 48 has priority over any other Special Condition in this Contract.

#### 48.4 Other Documents

- (a) The parties must on or before Settlement deliver any documents or things that cannot be delivered through Electronic Workspace to the Vendor's Solicitor.
- (b) The Vendor's Solicitor:
  - (i) holds those items delivered pursuant to Special Condition 48.4(a) on completion in escrow for the benefit of; and
  - (ii) must as soon as reasonably possible after Settlement deliver the documents or things to, or as directed by, the party entitled to them.

#### 48.5 Computer system failure

If, by reason of an electronic or computer system failure at any of the Registrar of Titles, the Reserve Bank of Australia, the Vendor's Solicitor of the ELN, Settlement does not occur on the Settlement Due Date, the failure to settle will not constitute a breach or default by either party under this Contract.

#### 49 Release of Security Interest

49.1 General condition 7 is deleted and replaced by the following:

##### "7. Release of Security Interest

- 7.1 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.
- 7.2 The Vendor must advise the Purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The Purchaser must keep the Vendor's date of birth secure and confidential.
- 7.3 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.
- 7.4 The Vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that –
  - (a) (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 prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind;

unless:

  - (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
  - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release 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.

- 7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.
- 7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The Purchaser must advise the vendor of any security interest that is registered on or before the date 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.
- 7.9 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 7.8.
- 7.10 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; and
  - (c) as though the purchaser was in default – if settlement is delayed under general condition 7.9.
- 7.11 The Vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.
- 7.12 Words and phrases, which are, defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise."

## 50 General Condition

### 50.1 General Condition:

- (a) 5, 7, 8, 15.2, 20, 24.4, 24.5 and 24.6 are deleted and do not apply to this Contract;
- (b) 1.1(a) is deleted and replaced with 'any encumbrance (including but not limited to all registered and unregistered restrictions, easements (including implied and statutory easements), including those disclosed in the Vendor's Statement, and any encumbrances referred to in or arising out of any Special Condition in the Contract, other than mortgages or caveats';
- (c) 1.1(b) is amended by inserting 'exceptions, conditions and restrictions' after the word 'reservations'.
- (d) 2.3 and 2.4 merge on the Settlement Date;
- (e) 3 is amended by inserting a further General

Condition 3.3 as follows 'The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the Particulars of Sale.';

- (f) 11.2 (b) is deleted and replaced with 'to the vendor's legal practitioner and held by the legal practitioner on trust for the purchaser until the registration of the plan of subdivision; or';
- (g) 11.5 is amended to by adding the words 'an Australian owned bank that is' after the word 'means' on the second line;
- (h) 11.6 is amended to delete the word "three" and insert the word "seven" after the words "on up to" on the first line;
- (i) 17.2 is amended to delete the words 'demand, notice, or' after the word 'Any' on the first line;
- (j) 24.3 is amended to remove the words 'but may claim compensation from the Vendor after settlement' after the number '24.2,' on the third line;
- (k) 25 is amended to remove the word 'party' after the word 'A' on the first line and replaced with 'Purchaser'; and the following is added at the end of the condition: 'The Purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss:
  - (i) all costs associated with bridging finance to complete the vendor's purchase of another property;
  - (ii) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
  - (iii) accommodation expenses incurred by the vendor;
  - (iv) 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 \$850 plus GST;
  - (v) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property; and
  - (vi) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."
- (l) 26 is amended by substituting "2%" with "4%".
- (m) 28.4(a) is amended to remove the word 'up' after the word 'deposit' on the first line and substitute it with the word 'equal'; and
- (n) 28.4(c) is amended to remove the words 'one year' after the word 'within' on the second line and substitute it with the words '2 years'.

50.2 The Purchaser acknowledges that the General Conditions have been modified as contemplated in the Special Conditions, and in the event of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions will prevail to the extent of any such inconsistency.

## 51 Definitions and Interpretation

51.1 In this Contract the following words have these meanings unless the context provides otherwise:

**Additional Encumbrances** means any easements, encumbrances, licences, occupational rights, covenants, grants or create other like rights or restrictions (including, without limitation, positive covenants under agreements pursuant to section 173 of the *Planning and Environment Act 1987* (Vic)).

**Authority** means any Commonwealth, state, regional and local government or other regulatory authority, body or agency, and any court or tribunal or statutory corporation or any employee or agent of any of them.

**Bank** means an authorised deposit-taking institute, as defined in the *Banking Act 1959* (Cth) with a branch in Melbourne.

**Builder** means a person who is registered as a builder under the *Building Act 1993* (Vic).

**Building Contract** means any domestic building contract entered into by the Purchaser (as owner of the Land or otherwise) under the *Building Act 1993* (Vic) pursuant to and as required by the Purchaser in complying with its obligations contained under Special Condition 24 and 25 and in respect of the construction of a House on the Land.

**Building Surveyor** means the building surveyor appointed by the Vendor (if any to inspect the Works).

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

**Claim** means any claim, action, demand, proceeding, judgment, damage, loss (including consequential loss), charge, outgoing, payment, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Land.

**Contract** means this contract of sale and includes all enclosures and annexures and documents contained in the Vendor's Statement.

**Cut Off Date** means the date which is 45 days from the Day of Sale, as may be extended under Special Condition 8.3(h).

**Development** means the proposed use and development of the project which incorporates the improvements as they relate to the Land and surrounding land shown on the Plan of Subdivision.

**FATA Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulations 2015* (Cth) and Australia's Foreign Investment Policy.

**General Condition(s)** means the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*.

**Guarantee and Indemnity** means guarantee and indemnity included in Annexure A to this Contract.

**House** means the dwelling house (together with all fencing, landscaping, garage, outbuilding and other structures) strictly in accordance with and pursuant to the Housing and Design Guidelines.

**Housing and Design Guidelines** means the detailed and prescriptive house design and building guidelines including the design plans, site plans, elevations,

setbacks, built form, floor plans, landscaping, specifications (excluding any upgrades), internal and external finishes and materials, marked and named "Housing and Design Guidelines" (or words to that effect), as amended or varied by the Vendor from time to time, which may comprise one or more separate documents and contained in Annexure D.

**Interest** means the interest (if any) that accrues on the deposit less the taxes, charges and fees charged on, or attracted by, the deposit or by the interest earned on it.

**Land** means the land sold pursuant to this Contract.

**Lot or Lots** means a lot or lots on the Plan of Subdivision and described in the Land panel in the Particulars of Sale sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

**Object** means to make any Claim against the Vendor (before or after the Settlement Date) 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.

**Outgoings** means all rates, taxes, assessments, land tax, levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Land.

**Particulars of Sale** means the particulars of sale attached to and forming part of this Contract.

**Permit** means any planning, building or heritage permit issued or to be issued by the relevant Authority and includes any amendments or variations thereof.

**Plan of Subdivision** means proposed plan of subdivision no. 839255M a copy of which is included in Annexure B, and includes the Restrictions noted on the Plan of Subdivision and any amendments or alterations made to the Plan of Subdivision.

**Planning Permission** means the planning Permit for the use, development and subdivision of the Development contemplated by this Contract and as varied by the vendor under this Contract. Planning Permission includes all endorsements, consents, approvals and requirements under:

- (a) a Permit;
- (b) an approval for the Development by the relevant Authority;
- (c) the Subdivision Act,

to the Vendor's satisfaction (in its sole and unfettered discretion).

**Planning Permission Date** means the date being 24 months after the Day of Sale.

**Planning Permit** means planning permit PA2018/6330 issued by Melton City Council dated 13 August 2019 (as amended from time to time).

**Property** means the property including the Land sold pursuant to this Contract.

**Quantity Surveyor** means a person who is a full member of the Australian Institute of Quantity Surveyors (or any successor body) and has at least five years experience in costing construction works.

**Registration Period** means the date being 48 months after the Day of Sale.

**Registrar** means the Registrar of Titles of Victoria.

**Re-Sale Deed** means the deed poll included in Annexure F to this Contract.

**Restriction** means a restriction or encumbrance created in accordance with Special Condition 4 or as noted or registered on the Plan of Subdivision and/or title.

**Survey Level Plans** means the Survey Level Plans a copy of which are included in Annexure C.

**Valuer** means a person who is a full member of the Australian Property Institute - Victorian Division (or any successor body) and has at least 5 years experience in valuing residential real estate.

**Vendor's Solicitors** means Sutton Laurence King Lawyers.

**Vendor's Statement** means the statement given by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic), a copy of which is annexed to this Contract.

**Works** means all building and construction works in or around the Development.

51.2 In this Contract, unless the context requires otherwise:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, firm, authority, government or governmental authority and vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a party to this Contract includes that party's executors, administrators, successors and permitted assigns;
- (f) a reference to a condition, annexure, document in the Vendor's Statement or schedule is a reference to a condition, annexure, document in the Vendor's Statement or schedule of this Contract;
- (g) where time in the Contract is relevant, time remains the essence of this Contract despite any waiver given or indulgence granted by the Vendor to the Purchaser; and
- (h) "including" and similar expressions are not words of limitation.

51.3 In this Contract, headings are for convenience of reference only and do not affect interpretation.

51.4 If a provision of this Contract are judged void or voidable, invalid, unenforceable or illegal but would not be void, voidable, invalid, unenforceable or illegal if it were read down and it is capable of being read down, by a Court of competent jurisdiction including, but not limited to, due to the operation of the *Owners Corporations Act 2006* (Vic), the *Trade Practices Amendment (Australian Consumer Law) Act (No. 1) 2010* (Cth) or the *Fair Trading Amendment (Unfair Contract Terms) Act 2010* (Vic), then the provision must be read down. If, despite being read down, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, invalid, unenforceable or illegal if words were severed, then those words must be severed. In any other case, the whole provision must be severed. If any event under this Special Condition occurs, then the remainder of this Contract continues in full force and effect.

## 52 Electronic Signature

52.1 In this Special 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.

52.2 The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.

52.3 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.

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

52.5 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.

52.6 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.



**Melton City Council**  
Civic Centre  
232 High Street  
MELTON VIC 3337

PO Box 21  
MELTON VIC 3337

Phone 9747 7200  
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## **PLANNING PERMIT**

**Permit No:**  
**Planning Scheme:**  
**Responsible Authority:**

PA2018/6330/1  
Melton Planning Scheme  
Melton City Council

### **ADDRESS OF THE LAND:**

LOT: 3 LP: 219656R V/F: 9987/220, 1200-1306 Taylors Road FRASER RISE

### **THE PERMIT ALLOWS:**

Multi-Lot Subdivision, creation of reserve and create or alter access

### **THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

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#### **Plans**

1. Prior to the Certification of the Plan of Subdivision under the Subdivision Act 1988 for the first stage of the subdivision, amended plans must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three (3) copies must be provided. The plans must be generally in accordance with the plans submitted but modified to show:
  - a) Removal of the ultimate access from Taylors Road and the interim access clearly depicted.
2. This permit shall have no force or effect until Covenant S629674L has been removed from the Title (Lot 3, PS219656R, Vol. 09987 F.220).

#### Secondary Consent

3. 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

4. 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.

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Page 1 of 24

**Date Issued:** 13 August 2019

**Signature of the  
Responsible Authority:**

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

## 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 PA2018/6330 Continued

### Earthworks

5. 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.
6. 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.
7. Any stockpiled soils must be adequately protected behind a sediment barrier to prevent sediment laden runoff to the satisfaction of the Responsible Authority.

### **Housing and Design Guidelines**

8. 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 Design Guidelines must include:
  - The recommendations identified in the Integrated Water Management Plan to be endorsed as part of this permit.
9. 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.
10. 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**

11. 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
12. 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**

13. 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 approved by the Responsible Authority. The updated Public Infrastructure Plan should include the following:

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### Planning Permit PA2018/6330 Continued

- 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 Contributions Plan

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 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.

15. 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.
16. 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.
17. 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.
18. 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.

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

Date Issued: 13 August 2019

Signature of the  
Responsible Authority:

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### Planning Permit PA2018/6330 Continued

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

19. 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

20. 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

21. 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.

22. 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.19 of this permit.

The requirements of this condition may be varied with the written consent of Council.

#### Boundary Fencing

23. 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 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.

#### Landscaping

24. Prior to the Certification of Plan of Subdivision under the Subdivisions Act 1988 for the first stage of the subdivision, a landscape master plan for the development must be submitted to, and

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## Planning Permit PA2018/6330 Continued

endorsed by, the Responsible Authority. When it is to the satisfaction the Responsible Authority the landscape master plan will be endorsed and form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The information presented in the Landscape Master Plan must include, but is not limited to:

- a) Always reflect the approved concept plan layout, otherwise be resubmitted to Responsible Authority for review and approval
- b) Location of works
- c) Be drawn to a standard scale and where relevant dimensioned (open space reserves)
- d) Existing infrastructure to be removed, protected or retained
- e) Existing vegetation to be removed, protected or retained, including Tree Protection Zones
- f) Contour information at a minimum 1m intervals
- g) Proposed plant species, including mature height and spread
- h) Include concept plans of reserves and entry features indicatively identifying:
  - i) Furniture, shelters and fences
  - j) Play and sporting elements
  - k) Materials, colours and finishes
  - l) Significant views, site exposure to sun and wind
- m) Pathways, including type and pedestrian connections
- n) 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
- o) Conservation areas
- p) Sub-stations
- q) Labeling of all road hierarchies for all streets and speed limits corresponding with the relevant PSP
- r) Provision of cross sections of each street type, as shown in the relevant PSP

Species selection shall be selected from Responsible Authority's species list and to the Responsible Authority's satisfaction.

Location of tree plantings will be to the satisfaction of the Responsible Authority and will consist of:

- a) Residential lots: A minimum of one (1) street tree per lot and a minimum two (2) street trees per side lot.
- b) Laneways: A minimum of one (1) street tree per lot and a minimum two (2) street trees per side lot.
- c) Services are to be consolidated wherever possible to allow for trees.
- d) Passive street tree irrigation must be incorporated in street arrangements to maximise street tree health.
- e) Street tree species selection must be consistent with the interconnecting streets and open space in the adjacent development.
- f) All proposed trees must be at an advanced stage of growth when planted with a minimum container size of 45 litres, 1.5m high and a 30mm caliper.
- g) Tree species selected to maximise urban cooling and suited to local growing conditions.
- h) Streets which adjoin adjacent developments must include consistent street tree species.

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**Planning Permit PA2018/6330 Continued**

25. No environmental weeds are to be included in the landscape masterplan (refer to Melton City Council's Sustainable Gardening in the Shire of Melton Handbook (2005) 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). There is a preference for use of understory planting which is locally indigenous, species selection shall be to the Responsible Authority's satisfaction.
26. Vehicle exclusion fencing must be installed around the perimeter of all open spaces and between service road and connector road interfaces.
27. Land to be vested to Council or any other Authority must be maintainable at the time of handover. This includes the following:
- a) Smoothly graded and draining
  - b) Be mow-able
  - c) Have 95% grass coverage, level, free from rock, other debris and weeds
  - d) Contain no bare areas greater than one (1) metre square in size
  - e) Have a grade no greater than 1:100
28. For landscape plans associated with streetscape works, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of landscape works.
- b) Location and identification of all proposed plants.
- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing street trees to be removed.

The landscape stage plans must be consistent with the most current staging plan for the development.

29. For landscape plans associated with works in reserves or other open space areas, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to the Responsible Authority prior to the Engineering Plans being approved. Approval of the landscape plans by the Responsible Authority must be done prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of any reserve.
- b) Location and identification of all proposed plants.

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### Planning Permit PA2018/6330 Continued

- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing trees or infrastructure assets to be retained.
- e) Any existing trees to be removed.
- f) Details of shelters, barbecues, play equipment and other structures.
- g) Details of surface finishes of pathways, details of paths to be DDA compliant and to Council standards and standard drawings.
- h) Details of boundary fencing to be provided.

The landscape stage plans must be consistent with the most current staging plan for the development.

30. Prior to the issuing of Statement of Compliance for each stage, the following fees must be paid to the Responsible Authority:
- Plan Checking fee equating to 0.75% of the value of works.
  - Supervision fee equating to 2.5% of the value of works.
  - Lighting fee in accordance with Council current lighting policy.
31. Prior to the issue of a Statement of Compliance, any fencing abutting a Council Reserve must be constructed to an urban standard and at no cost to and to the satisfaction of the Responsible Authority
32. 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.
33. 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.
34. Prior to the issuance of practical completion 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 landscape works in hardcopy (2 x A3 size), softcopy (.pdf) and AutoCAD (.dwg) format. The digital files must have naming conventions to enable identification of Council assets listed.
  - b) Asset information in digital format to include data as per "A-Spec".
35. 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, the works must be completed by the date specified on the letter of agreement. Where it is not completed by that date, the developer shall waive any rights to obstruct Council's claim on the bond to undertake the works and bill the developer for any above costs unless an extension of time is consented to by the Responsible Authority in writing.

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**Planning Permit PA2018/6330 Continued**

36. Prior to the issue of Statement of Compliance for each stage of subdivision, a bond for maintenance of landscape works must be provided to and be to the satisfaction of the Responsible Authority.
37. Maintenance of landscape works, including but not limited to planting, park furniture, paths, lighting and payment of utilities must be undertaken by the developer for a period of 2 years plus additional time up to the next quarterly inspections for handover to Council (quarterly handover inspections conducted on 1 March, 1 June, 1 September, 1 December). The maintenance period must commence only after the issue of Practical Completion and end when the Final Completion (handover) letter is issued. Landscape maintenance works must be done to the satisfaction of the Responsible Authority. Otherwise rectification works must be undertaken by the developer and the maintenance period extended until it is to the satisfaction of the Responsible Authority.  
  
Any maintenance works must be done on a regular basis or greater frequency as directed by the Responsible Authority.
38. As directed by and to the satisfaction of the Responsible Authority, utility meters including but not limited water meters for the purpose of irrigation, must be decommissioned and removed prior to the final inspection of landscape works. All costs associated with these works must be borne by the developer.
39. Transfer of billing from the developer name to the Responsible Authority must be done just prior to the Final Completion letter being issued. All costs associated with transferring the bills to the Responsible Authority must be borne by the developer.
40. Locks and associated keys used for landscape works must be handed over to the Responsible Authority prior to the off-maintenance letter being issued. The locks and associated keys must be to the satisfaction of the Responsible Authority and fully paid for by the developer.

Engineering

*Land for Road Widening*

41. Prior to the Certification of issue of Statement of Compliance of Stage 1 of the development, land must be set aside as a road reserve for the Taylors Road widening in accordance with the Plumpton Precinct Structure Plan and to the satisfaction of the Responsible Authority.

*Construction of Temporary Site Access*

42. Prior to the Statement of compliance for Stage 1 of the development, Temporary Site Access/Taylors Road Intersection must be designed and constructed to the satisfaction of the Responsible Authority.

*Removal of Temporary Site Access*

43. Prior to the issue of the Statement of Compliance for the final stage of the development, if the ultimate site access is available, temporary site access/Taylors Road intersection and ancillaries

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### Planning Permit PA2018/6330 Continued

must be removed and the area reinstated to the satisfaction of the Responsible Authority. Otherwise a bond must be paid.

#### *Works within a road reserve*

44. 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.
45. 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.
46. 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.
47. For construction works that extend beyond the construction period, the Responsible Authority can use the bond, or part thereof to complete the works. Where works undertaken 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.

#### *Drainage Outfall*

48. Prior to the issue of Statement of Compliance for Stage 4 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.

#### *Temporary/Interim Drainage Outfall*

49. Any temporary/interim retarding basins and drainage assets must be maintained by the developer until the permanent outfall is constructed to the satisfaction of the Responsible Authority.

#### *Traffic Management*

50. Prior to the certification of any stage and approval of engineering plans for any stage of works on an existing road, a Traffic Management Strategy must be submitted to and approved to the satisfaction of the Responsible Authority, showing the following:
  - a) Works Program to be provided to demonstrate when and how each portion of works will be undertaken;
  - b) How traffic will be conveyed through or around the works;
  - c) Draft notification letter to stakeholders (residents, PTV, Emergency, etc.);
  - d) Services including extent of letter box drop with map of proposed detour (if required);
  - e) VMS sign(s) placement proposed message and locations (consent from the relevant road authority may be required); and

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## Planning Permit PA2018/6330 Continued

- f) Arrangements for collection of waste bins from resident properties where access by Waste vehicles is restricted.

### *Functional Layout Plan*

51. 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:
- 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*

52. 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.
53. 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.
54. 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.

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**Planning Permit PA2018/6330 Continued**

- 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.
- 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.

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### Planning Permit PA2018/6330 Continued

- 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.
- 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*

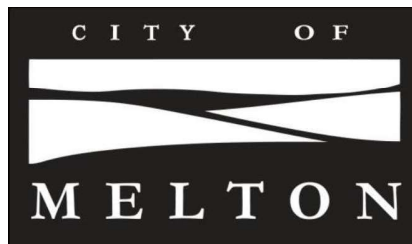
- ee) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority.
- ff) Underground drainage shall be provided and any other drainage works necessary 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)*

55. 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*

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**Planning Permit PA2018/6330 Continued**

56. 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:

- 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*

57. 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 commences 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 commences on that land.

*Existing infrastructure and assets*

58. 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*

59. 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

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### Planning Permit PA2018/6330 Continued

must be complied with to the satisfaction of the Responsible Authority for any stage of subdivision:

- 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.

### Waste Collection during Construction

60. 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.

### Environment

61. The layout and design of the waterways, wetlands and retarding basins (including the design of paths, bridges and boardwalks and the stormwater drainage system) connecting to the Kororoit Creek to the south should integrate with biodiversity and natural systems to the satisfaction of the responsible authority, Melbourne Water, AusNet Services and the pipeline operator as relevant.

*Environmental Management Plan (EMP)*

62. Before works start, an Environmental Management Plan (EMP) must be prepared and implemented to the satisfaction of the Responsible Authority. The EMP must include:
  - a) Contractors working on the site must be inducted into an environmental management program for construction work;
  - b) Any native vegetation permitted to be removed must be clearly marked on site;
  - c) Proposed working hours;
  - d) Haulage routes to the site;
  - e) Methods of dust suppression;
  - f) Sediment control and gross pollutant management;
  - g) Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;

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### Planning Permit PA2018/6330 Continued

- h) Location of stockpiling, machinery wash down, lay down, storage and personnel rest areas and vehicle exclusion areas;
- i) 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
- j) All construction stockpiles and machinery must be placed away from areas supporting native vegetation to be retained and watercourses/drainage lines to the satisfaction of the Responsible Authority;
- k) 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 (including the removal of native vegetation); 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);
- l) Water run-off must be designed to ensure that native vegetation to be protected on adjacent sites and watercourses are not compromised; and
- m) Non-compliance identified by the Responsible Authority must be rectified immediately at no cost to Council.
- n) Prior to felling any tree which is to be removed, the tree must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and translocated to the closest suitable vegetation in consultation with the Department of Environment, Land, Water and Planning.
- o) No works is to be undertaken with the Melton Highway Road Reserve without the written permission of the Responsible Authority

### General Conditions

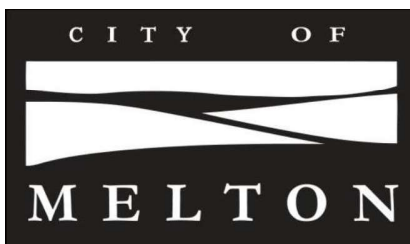
#### Sequence of staging

63. 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

64. Prior to the certification of the first stage of subdivision an amended 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.

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## Planning Permit PA2018/6330 Continued

The amended IWMP must include the following:

- All street trees must be passively irrigated; and
- The use of rainwater tanks at lot level for toilet flushing and gardening must be mandated through the Design Guidelines (lots >300m<sup>2</sup>).

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

65. 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.

### Plan of subdivision for land vested to the responsible authority

66. 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

67. 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.

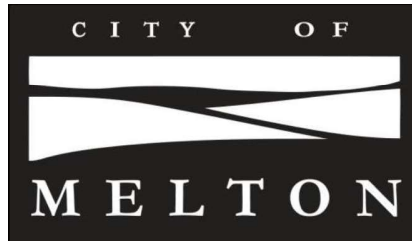
### Compaction test results

68. 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

69. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.

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## Planning Permit PA2018/6330 Continued

### Street names

70. Streets must be named to the satisfaction of the Responsible Authority prior to the Certification of the relevant Plan of Subdivision.

### Standard Clause 66

71. 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.
72. 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.
73. 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

74. 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.
75. 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.

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## Planning Permit PA2018/6330 Continued

### Urban Growth Zone

#### Land for Community Facilities, Public Open Space or Road Widening

76. 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.
77. 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.

#### Management of Bushfire Risk during Subdivisional Works

78. 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

79. 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.
80. Once approved the plan will be endorsed by the responsible authority and form part of the permit.

#### Salvage and Translocation

81. 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.
82. 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

83. 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;
  - 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;

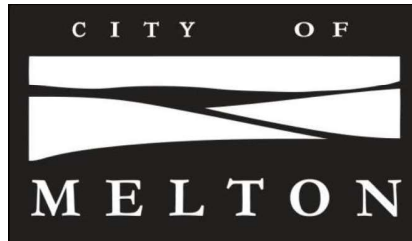
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Signature of the  
Responsible Authority:

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### Planning Permit PA2018/6330 Continued

- 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

#### VicRoads

84. The access to Taylors must be provided temporary only until the internal road network is available.

#### Melbourne Water

85. Prior to the issue of a Statement of Compliance for the subdivision, 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.
86. No polluted and / or sediment laden runoff, is to be discharged directly or indirectly into Melbourne Water's drains or watercourses, where pollute is defined in the Water Act 1989.
87. 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'.
88. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
89. Prior to Certification of any Plan of Subdivision associated with the application and prior to endorsement of the subdivisional layout, a stormwater management strategy must be submitted and approved by Melbourne Water and Council. The strategy must demonstrate the following:
1. The proposed alignment for any 20% AEP drainage infrastructure;
  2. The 1% AEP flood extent, water surface elevations and the direction of major overland flowpaths;
  3. Functional Layout plan and staging plan including proposed scheme works and associated timing of works;
  4. That the layout adequately accommodates the overland flows;
  5. The details of the outfall/s for the development and calculations of the flow volumes for the 1% AEP storm event within the property;
  6. Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.
90. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.

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**Planning Permit PA2018/6330 Continued**

91. 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 in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).
92. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
93. Prior to Certification of any Plan of Subdivision associated with the application a free draining outfall and any temporary assets are to be arranged to the satisfaction of Council, Melbourne Water and the affected downstream property owner(s). Written acceptance from downstream landowners and Council is to be forwarded to Melbourne Water for our records.
94. Temporary Outfall works shall be in accordance with Melbourne Water guidelines and to be maintained by the developer until the ultimate works are complete. Melbourne Water Surveillance Officers may request additional measures during the operation of the temporary outfalls where issues have been identified.
95. All new lots are to be filled to a minimum of 300mm above the 1% AEP flood levels associated with any existing or proposed Melbourne Water pipeline and 600mm above the 1% AEP flood level associated with any existing or proposed Melbourne Water wetland, retarding basin or waterway.
96. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
97. Prior to the issue of a Statement of Compliance for the subdivision, council approved engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 1% AEP storm event.
98. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels and 1% AEP flood level reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
99. Prior to the issue of a Statement of Compliance for the subdivision, a council approved Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
100. Prior to the issue of Statement of Compliance, Melbourne Water requires as constructed flood mapping (1% AEP event) 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)

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**Planning Permit PA2018/6330 Continued**

101. Prior to the issue of a Statement of Compliance of any stage, 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.

Western Water

102. Payment of new customer contributions for each lot created by the development, such amount being determined by Western Water at the time of payment.
103. 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.
104. 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 Western Water.
105. 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.
106. 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.
107. 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.
108. 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 easements created shall be in favour of Western Water.
109. The developer must produce for approval by Western Water an Integrated Water Management Plan (IWMP) that incorporates water efficiency measures and water-sensitive urban design techniques that reduce reliance on potable water by increasing utilisation of fit-for-purpose alternative water supplies.
110. The IWMP must set out subdivision outcomes that appropriately respond to the site and its context for integrated water management to the satisfaction of Western Water. When approved by Western Water, the IWMP must then form part of the permit.

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**Planning Permit PA2018/6330 Continued**

111. The operator under this permit shall be obliged 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.
112. 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.

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

113. This letter shall be supplied to the applicant in its entirety.
114. 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.
115. 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.
116. 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.

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## Planning Permit PA2018/6330 Continued

117. 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

118. The plan of subdivision submitted for certification must be referred to AusNet Gas Services in accordance with Section 8 of the Subdivision Act 1988.

### Permit Expiry

119. This permit will expire if:

- The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
- The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
- 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)

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## Planning Permit PA2018/6330 Continued

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.

### City Environment & Sustainability

#### ***Habitat compensation obligations***


The development covered by the application is subject to the Final approval for urban development in three growth corridors under Melbourne urban growth program strategic assessment 5 September 2013 under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act). All actions associated with urban development must be undertaken in accordance with the requirements of the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (DEPI 2013). Persons taking actions associated with urban development must comply with the habitat compensation arrangements and fees described in the Biodiversity Conservation Strategy and Habitat Compensation under the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (DEPI 2013)).

The developer must contact DELWP to determine habitat compensation obligations applicable to the proposed development. Salvage and translocation of threatened flora and fauna species must be undertaken in the carrying out of development to the satisfaction of the Secretary of the Department of Environment, Land, Water and Planning. DELWP must be consulted to determine if any salvage and translocation applies to the proposed development.

The City Environment & Sustainability Department recommends use of the Construction/Site Environmental Management Plan template and guidance notes developed by Melbourne Water, available at: <http://www.melbournewater.com.au/Planning-and-building/Standards-and-specifications/site-management/Pages/Develop-a-site-management-plan.aspx>

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# Taylor's Estate

MELTON PLANNING SCHEME	
This is the document referred to in Planning Permit	
No. PA2018/6330	Pages 1 of 19
Condition 8	
	5 February 2020
Signature of Responsible Authority	Date

## DESIGN GUIDELINES

# Taylor's Estate

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## 1.0 INTRODUCTION

### 1.1 Introduction for Taylors Estate

Taylors Estate vision is to provide a residential estate where the community becomes one. From the initial master planning, the amenity of all residents has been carefully considered and will emerge as a highly desirable residential community.

The Design Guidelines are in place to protect the investment of your home and ensure surrounding homes are of an equally high standard. They encourage a variety of contemporary styles and modern designs that will be harmonious to surrounding environment and provide a distinctive neighbourhood character.

### 1.2 Statutory Obligations

It is the responsibility of the Purchaser/Builder/Building Surveyor to ensure compliance with any applicable statutory requirements, such as Building Regulations, planning requirements and current Victorian energy rating standards. Approval from the Design Review Panel (DRP) is not an endorsement that plans comply with such requirements.

### 1.3 The Design Guidelines

All house designs and building works including fencing, retaining walls and outbuildings require approval from the DRP. Approval from the DRP is required prior to applying for a building permit for the construction of a new dwelling.

The design guidelines are additional to the requirements under the Victoria State Legislation and all Building Regulations.

The DRP may from time to time, in its absolute discretion vary, relax or waiver any of the requirements under these Design Guidelines. In the event that the DRP allows a variation of the Design Guidelines, this will not set a precedent nor imply any such action will apply again.





## 2.0 APPROVAL PROCESS

### 2.1 Requirements for Developer Approval

#### Site Plan (scale 1 : 200)

Must indicate all boundary setback dimensions, building envelopes, total site coverage and floor areas, site contours, natural ground levels and finish ground level, proposed earthworks and retaining wall, north point, vehicle crossover, driveway, fencing details, ancillary items, any proposed out-buildings.

#### Floor Plans (scale 1 : 100)

Must indicate key dimensions and window positions.

#### Elevations (scale 1 : 100)

Must include all 4 elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, existing ground levels and any excavation, fill and proposed finished ground levels & retaining walls. (Alternatively, the latter can be indicated on a cross section at a minimum scale of 1 : 100).

#### External Colour & Material Selection

Including brands, colour names and colour swatches where possible.

### 2.2 Where to Send your Application

All applications to be sent to:

Taylors Estate Design Review Panel  
Taylors Development Strategists

[Design.guidelines@taylorsds.com.au](mailto:Design.guidelines@taylorsds.com.au)

PO BOX 938  
Mt Waverley VIC 3149  
PH: 9501 2800

Attachments must be in pdf. format

The DRP will endeavor to assess proposals in the shortest possible time, which is generally within 10 business days of receipt of a completed and compliant application.

The following steps illustrate the process to build at One Taylors



## 3.0 ALLOWABLE LAND

### 3.1 Your Dwelling

3.1.1 Only one dwelling is permitted per lot. Materials used on your dwelling must be new and of sound quality.

### 3.2 Dual Occupancy

3.2.1 No dual occupancy dwelling or relocatable homes are permitted within the estate, unless otherwise agreed to by the Developer and the Responsible Authority.

### 3.3 Subdivision

3.3.1 The Design Guidelines prohibits further subdivision of all lots, unless otherwise agreed to by the Developer and Responsible Authority.

### 3.4 Construction Timeframes

3.4.1 Construction of your dwelling must commence within 12 months, and completed within 24 months from the date of settlement of your land.

## 4.0 SERVICES

### 4.1 Service Connections

4.1.1 Your home must be connected to all available in ground services according to the service provider's standards. Including the purple pipe system for recycled water and NBN.



## 5.0 SITING AND SETBACKS

### 5.1 Rescode

5.1.1 All homes on lots greater than 300m<sup>2</sup> must comply with the most current Building Regulations.

### 5.2 Small Lot Housing Code

5.2.1 Lots less than 300m<sup>2</sup> must comply with the Small Lot Housing Code. (Refer to the Plan of Subdivision for Type A or Type B allocations).

5.2.2 Small lots must also comply with the Design Guideline requirements. Where a Design Guideline requirement contradicts the Small Lot Housing Code. The Small Lot Housing Code will take precedence, unless the lot has been nominated for a front setback variation.

### 5.3 Minimum Setbacks (Lots greater than 300m<sup>2</sup>)

5.3.1 Homes must be setback a minimum of 4.0m from the primary frontage.

5.3.2 Porches, verandahs, portico and balconies less than 3.6m in height from natural ground level may encroach up to 1.5m into the minimum street setback.

5.3.3 Garages must be setback a minimum 5.4m from the primary frontage and a minimum 840mm from the main building line.

5.3.4 Homes must be setback from a secondary frontage (corner) a minimum 2.0m.

5.3.5 Side boundary setbacks must be a minimum 1.0m with the exception of garages which may be built on or within 200mm of the side boundary.

5.3.6 Homes must be a minimum 3.0m from the rear boundary. Encroachments must comply with the most current Building Regulations.

5.3.7 Eaves, fascia's, gutters, chimneys, flue pipes, water tanks and heating or cooling or other services may encroach no more than 0.5m into the setback around the whole dwelling, excluding garage walls on the boundary.

5.3.8 Lots that adjoin Small Lot housing Code lots are permitted to have a variation in frontage setback to 3.0m in lieu of 4.0m. This is to ensure a sense of consistency is maintained along those streetscapes.  
Refer to Appendix A.



## 6.0 SUSTAINABILITY

Dwellings should be designed to minimise the impact on the environment, particularly by limiting the overall energy and water consumption for the household. All homes are required to achieve the minimum legislative energy efficiency requirements.

Consideration should be given to other methods which may assist to further decrease the energy consumption of your home.

Consideration of the following principals is encouraged:

### 6.1 Solar Orientation

- Where possible orientate living area's to the north
- Minimise east and west orientated glazing
- Orientate your home to catch prevailing breezes and take advantage of cross ventilation (including internal doors)

### 6.2 Passive Heating and Cooling

- Design to take advantage of passive solar heating and cooling by maximizing north facing walls and glazing & providing reasonable shading of north facing windows
- Incorporate eaves to the roof design
- Consider landscaping to provide shade
- Zoning of areas within the home so heating and cooling is provided only when required

### 6.3 Energy Efficient Lighting and Appliances

- Where possible purchase appliances with Energy Efficiency Labelling. The more stars the more energy you will save
- Install energy saving light fittings /globes

### 6.4 Water Efficiency

- Where possible purchase appliances with Water Efficiency Labelling. The more stars the more water you will save;
- Incorporate water saving tap ware to all wet areas in your home;
- Regularly checking taps inside and outside of your home for any leaks;
- Rainwater tanks connected to all sanitary flushing systems to your home can save you an estimated 96,000 litres per year. Using the water collected from your water tank for irrigation to landscapes, washing cars and connected to your toilets is beneficial to your pocket;
- For lots greater than 300m<sup>2</sup>, a 3000-litre rainwater tank **MUST** be installed and connected to all sanitary flushing systems and at least 1 external tap.



*Look for these labels when purchasing appliances*

Further information on saving water at home can be found on the Western Water Website at:

<http://www.westernwater.com.au>

or

<http://www.westernwater.com.au/Help-Advice/Save-water/Save-water-in-the-garden>

## 7.0 THE DESIGN GUIDELINES

### 7.1 Architectural Style

- 7.1.1 All homes must be created using high quality materials. This will provide for a clean and fresh contemporary style.
- 7.1.2 Period style reproduction is not permitted, including but not limited to: Victorian, Georgia, Federation and Colonial.
- 7.1.3 Homes should have modern architectural character with at least 1 habitable room inclusive of a window to the primary façade.
- 7.1.4 Decorative elements such as turned posts, finials, fret work and wrought iron should be minimised.
- 7.1.5 All mouldings should be square or rectangular.



### 7.2 Building Height

- 7.2.1 The height of your home must be in accordance with the most current Building Regulations.
- 7.2.2 A maximum of two storeys is permitted for a home.

### 7.3 Site Coverage

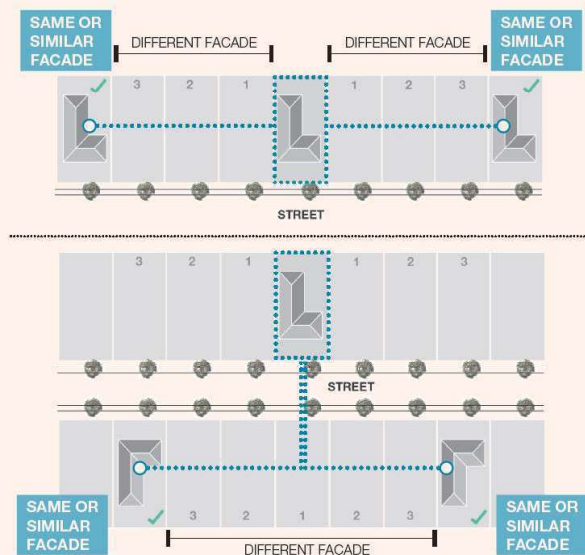
- 7.3.1 Your home should not exceed site coverage of more than 60% of the lot. Site coverage does not include unroofed decks, unroofed pergolas, unroofed verandahs, swimming pools, or eaves, fascia and gutters with a total width of 600mm or less.

### 7.4 Ceiling Heights

- 7.4.1 The minimum ceiling height for all homes is 2400mm from the internal floor level. Higher ceiling heights are preferred, but not mandatory.

### 7.5 Housing Diversity

- 7.5.1 Two homes with similar façades are not permitted to be constructed within 3 lots of each other in any direction on the same side of the street or within 3 lots on the opposite side of the street. (refer to diagram)



### 7.6 Entry Feature

- 7.6.1 Any entry feature must be incorporated into the façade design of your home.
- 7.6.2 An entry feature must be a suitable substantial covered structure that is clearly visible, project from the main building line and have direct access from the primary street frontage.
- 7.6.3 An entry feature is required to have a minimum depth of 1.5m, a minimum width of 1.5m and an area of no less than 4m<sup>2</sup>. (Eaves are not to be included in the depth calculations)



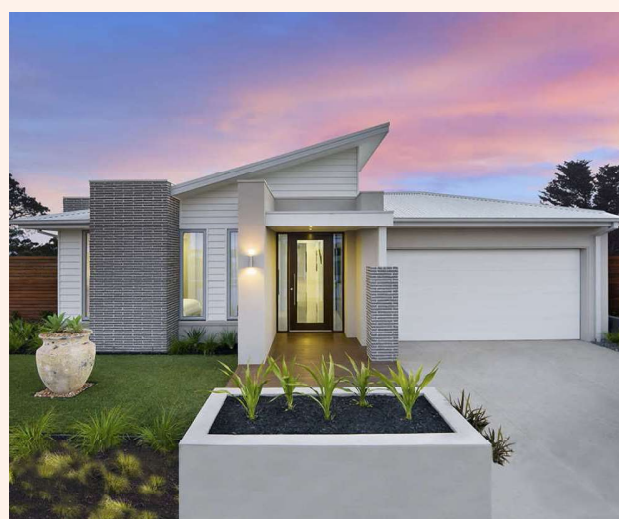
## 7.7 Façade Material

- 7.7.1 Your home is required to incorporate a minimum of two separate materials.
- 7.7.2 A minimum of 30% of the façade must be a feature material other than brickwork.
- 7.7.3 Materials used on the façade must return a minimum 1.0m to the side elevations. Excluding parapets.
- 7.7.4 Lightweight infill materials are not permitted above windows and doors. This includes, but not limited to: FC cement sheeting, Hardiflex cladding or similar.
- 7.7.5 The material used above windows and doors is required to match the adjoining surface.
- 7.7.6 The external colour scheme of your home should be neutral tones that blend in with the surrounding environment. Mute tones are preferred.
- 7.7.7 Unpainted metalwork is not permitted.
- 7.7.8 Downpipes, gutters and fascia must be colour coordinated with the remainder of the dwelling.
- 7.7.9 Sliding windows are not permitted on the front façade.



## 7.8 Roof Design

- 7.8.1 where there is a roof pitch it must be a minimum 22.5°. Where a skillion roof style is incorporated it must have a pitch of 10° and where the skillion presents to the front of a roof line it must have a pitch of 22°.
- 7.8.2 Flat roofs maybe permitted under architectural merit.
- 7.8.3 All roofs must incorporate eaves of a minimum 450mm to any street or open space frontages.
- 7.8.4 All pitched roofs to double storey homes must incorporate 450mm to the entire roof line.
- 7.8.5 Eaves must return to the point of the first habitable room window or 3.0m, whichever is greater.
- 7.8.6 Where a parapet wall is constructed eaves are not required.
- 7.8.7 Roofs must be constructed from terracotta, slate or concrete tiles or pre-finished metal roof sheeting. Galvanised or zincalume is not permitted.
- 7.8.8 Roof colours are to be of neutral tones.



## 7.9 Corner/Reserve Lots

Treatment must be given to side street and reserve elevations visible to the public. Both single and double storey homes are to be designed incorporating feature elements that address both the primary and secondary frontage.

- 7.9.1 Treatment is required to the area visible to the public on single storey dwellings, ground floor of double storeys and the entire first floor. The use of materials, colours and articulation are strongly encouraged.
- 7.9.2 The area visible to the public forward of the return fence must include either a wrap-around verandah, porch/portico feature matching the façade, pergola structure or a similar architectural element that defines the secondary frontage.
- 7.9.3 The secondary frontage must also include at least 1 habitable room and window(s) matching the style of the window(s) on the primary façade. Windows alone will not be a satisfactory solution for corner treatment; a design element similar to that used in the primary façade is required to accompany the windows. Highlight windows will be assessed under architectural merit.
- 7.9.4 Materials used on the primary façade must return along the secondary frontage for a minimum 4.0m.
- 7.9.5 Eaves are required to return the entire length of the secondary frontage.
- 7.9.6 Blank walls facing the secondary frontage are not permitted.
- 7.9.7 Sliding windows are not permitted on the secondary frontage where visible to the public.



## 7.10 Garages

All homes must provide vehicle accommodation and must be integrated into the main roofline of your home.

- 7.10.1 The architectural character of the garage should adopt the same roofline as you home.
- 7.10.2 The garage must be a minimum 840mm behind the main building line.
- 7.10.3 Where a lot frontage width is less than 12.5m a single garage is required with a maximum door width of 3.5m.
- 7.10.4 Where a lot frontage width is no less than 12.5m but not greater than 14.0m the garage door width must not exceed 5.5m.
- 7.10.5 Where a lot frontage width is 15.0m or greater the garage must not exceed 40% of the lot frontage width.
- 7.10.6 For double storey homes the garage must not exceed 40% of the lot frontage width unless a balcony or windows are provided above the garage.
- 7.10.7 Triple garages are not permitted.
- 7.10.8 Carports are not permitted where they are visible to the public, including laneways.
- 7.10.9 The garage door must be sectional, tilt or panel lift. Roller doors are not permitted where visible to the public.



## 7.11 Driveways

- 7.11.1 Driveways must be fully constructed prior to the occupation of the dwelling.
- 7.11.2 Only one driveway permitted per lot.
- 7.11.3 Acceptable driveway materials are: coloured concrete, brick or concrete pavers, or exposed aggregate.
- 7.11.4 Plain concrete driveways and front paths are not permitted.
- 7.11.5 Driveway colours should be of muted tones that complement the external colour scheme of your home.
- 7.11.6 The driveway shall be no wider than the width of the garage opening and tapering to match the width of the crossover.
- 7.11.7 A minimum 500mm landscape strip is required between the driveway and the side boundary.
- 7.11.8 Garages are not permitted to be constructed on the corner where the primary and secondary frontages meet.
- 7.11.9 Crossover relocations are strongly discouraged and will be at the cost of the lot owner.





## 7.12 Fencing

**7.12.1 Side and rear fencing:** to be constructed of capped timber palings to a height of 1.8m.



**7.12.2 Return Fencing:** to return to the sides of the dwelling a minimum 1.0m from the main building line and be the same height and specifications as the side fencing.

**7.12.3 Secondary Frontage Fencing:** On secondary frontage lots the fencing must be a maximum 1.8m high and constructed of capped timber palings with exposed posts and must return a minimum 4.0m from the main building line.

**7.12.4 Front fencing:** Not permitted.

## 7.13 Landscaping

Landscaping plays an integral part in assisting to soften the built form of the streetscape. It is also a useful element in providing privacy screening and shade during summer. The selection of planting should be appropriate for the conditions of placement, such as orientation, solar access and the topography of the land. Careful landscape and plant selection should minimize the need for garden watering.

**7.13.1** Impermeable hard surface areas must not exceed 40% of the front garden area including driveways and pathways;

**7.13.2** 60% of the front landscape must consist of vegetated garden beds, turf and permeable surface materials including decorative stone aggregate or pebbles.

- one canopy tree to the front yard with a minimum mature height of 3.0m and planted no closer than 2.0m to your dwelling

- 20 shrubs (150mm pots);

- 10 groundcovers (tube stock size minimum).

**7.13.3** Garden beds should be mulched and where mulch is used, it should be natural in colour.

**7.13.4** Turf should be warm season species such as Kikuyu, Buffalo or Couch grass. Synthetic turf is not permitted within the estate.

**7.13.5** Invasive weed species are strictly prohibited.

**7.13.6** All plants are to be selected from the plant species list derived from Melton City Council's Landscape Design Guidelines. This document can be found at [www.melton.vic.gov.au](http://www.melton.vic.gov.au)

**7.13.7** Provide additional plant species and shrubs that offer greater canopy and which perform well in Melton's dry condition. This should include tree and shrub species as well as robust ground covers chosen from Council's landscape plant species list.'

**7.13.8** It is the responsibility of the lot owner to establish and maintain turf on nature strips. No crushed rock or Lilydale topping permitted.

**7.13.9** Front gardens must be fully landscaped within 3 months of the completion of your home.

**7.13.10** Water saving techniques, including but not limited to plant selection, drip irrigation, recycled water use and mulching of garden beds, should be utilised where possible.

**7.13.11** Letterboxes are required to be accordance with the Australia Post standards.

Soft scape areas must comprise of:

### 7.14 Ancillary Items

The following structures are not permitted to be visible from the public:

- External hot water service
- Ducted heating units
- Rainwater tanks
- Clotheslines
- Sheds
- Garbage bins

**7.14.1** Any roof mounted satellite dishes and TV aerials are to be located to the rear of the house and be as low as possible on the roof.

**7.14.2** Boats, caravans, trailers, commercial vehicles above 1.5 tonne or other recreational vehicles are not permitted to be parked on your property unless they are screened from public view.

**7.14.3** Air conditioning units are to be located away from public view. Any roof mounted air conditioners or evaporative cooling units should be located to the rear of the house, be of low profile and installed below the ridgeline. They should be colour coordinated to match the roof.

**7.14.4** External plumbing fittings and units (including spa equipment) are not to be visible from the public.

**7.14.5** Meterboxes must not be visible to the public and must be colour coordinated with the wall materials.

**7.14.6** Solar panels should be located on the elevation that provides the most suitable solar access. They are not permitted on the façade elevation, facing the primary frontage.

### 7.15 Outbuildings

**7.15.1** Maximum wall heights to sheds is 2.0m, with an overall maximum height of 2.4m. Sheds are to be constructed from colorbond or similar. The maximum floor area to sheds is 15m<sup>2</sup>. Outbuilding must not be visible to the public.



## 8.0 DURING CONSTRUCTION & OTHER

### 8.1 During Construction

**8.1.1** Signage and hoarding boards advertising businesses and products are not permitted. Builders' signs of a maximum size 600mm x 600mm are permitted as required on allotments during the course of construction, and must be removed upon completion of construction.

**8.1.2** Builders' structures such as site sheds, site toilets and power generators are permitted as necessary on lots during the course of construction and must be removed upon completion of construction.

## 9.0 TAYLORS ESTATE BUILDERS CHECKLIST

	DESIGN GUIDELINES CHECKLIST—TAYLORS ESTATE	YES	NO	N/A
3.1.1	One dwelling only			
3.2.1	No dual occupancy or relocatable homes without Developer and Responsible Authority permission			
3.3.1	No further subdivision without Developer and Responsible Authority permission			
3.4.1	Dwelling will commence construction within 12 months and completed with 24 months from the date of settlement			
4.1.1	Dwelling connected to Recycled Water			
4.1.1	Dwelling connected to NBN			
5.1.1	Dwelling complies with Rescode			
5.2.1	Dwelling complies with Small Lot Housing Code on lots less than 300m <sup>2</sup> where applicable			
5.3.1	Minimum front setback 4.0m			
5.3.2	Porches, verandahs, porticos and balconies no less than 3.6m encroach no more than 1.5m			
5.3.3	Garage setback a minimum 5.4m from front boundary			
5.3.3	Garage setback a minimum 840mm from main building line			
5.3.4	Dwelling setback a minimum 2.0m on side street			
5.3.5	At least 1 side setback achieves a minimum 1.0m			
5.3.6	Minimum 3.0m setback to the rear boundary			
5.3.7	Eaves, fascia, gutters, chimneys, flue pipes, water tanks and heating or cooling units do not encroach into side setback by more than 500mm			
6.0	Dwelling designed to minimise the impact on the environment and to achieve the minimum legislative energy efficiency requirements			
6.4	3000 Litre rainwater tank connected to sanitary flushing & 1 external tap on lots 300m <sup>2</sup> or greater			
7.1.1	Dwelling is contemporary in style			
7.1.2	No period style reproductive homes			
7.1.3	One habitable room and window on front façade			
7.1.4	Decorative elements are minimised			
7.1.5	Mouldings are square or rectangular			
7.2.1	Building height complies with Rescode			
7.2.2	Maximum 2 storeys			
7.3.1	Site coverage complies with Rescode			
7.4.1	Minimum ceiling height 2400mm			
7.5.1	The same façade has not been used within 3 lots of one another			
7.6.1	Entry feature incorporated into façade			
7.6.2	Entry feature visible with direct access from primary frontage and projects from main building line			
7.6.3	Entry feature has a minimum depth & width of 1.5m and an area of a minimum 4m <sup>2</sup>			
7.7.1	Minimum two materials to the façade			
7.7.2	Feature material is a minimum 30%			
7.7.3	Materials return a minimum 1.0m			
7.7.4	Lightweight infill has not been used above windows are doors visible to the public			

## 9.0 BUILDERS CHECKLIST CONTINUED

	DESIGN GUIDELINES CHECKLIST—TAYLORS ESTATE	YES	NO	N/A
7.7.5	Materials used above windows and doors matches the surrounding materials			
7.7.6	Colour scheme is neutral tones			
7.7.7	Metalwork has a painted finish			
7.7.8	Downpipes, gutters and fascias are colour coordinated with the façade			
7.7.9	Sliding windows have not been used on the facade			
7.8.1	Minimum 22.5° roof pitch			
7.8.1	Skillion roof pitch is 10°			
7.8.1	Skillion on façade is a minimum 22°			
7.8.3	Minimum 450mm eaves to façade			
7.8.4	Minimum 450mm eaves through-out on double storey's			
7.8.5	Eaves return to first habitable room window or 3.0m, whichever is greater			
7.8.7	Terracotta, slate or concrete tiles or colorbond roofing			
7.8.7	Galvanized or zincalume not used			
7.8.8	Roof colour is neutral tone			
7.9	Articulation has been used on corner treatment—wrap around verandah, pergola, porch/portico feature			
7.9.3	1 habitable room and window that match windows used on front façade			
7.9.4	Materials return a minimum 4.0m on secondary frontage			
7.9.5	Eaves return the full length of the dwelling on secondary frontage			
7.9.6	There are no blank walls on the secondary frontage			
7.9.7	Sliding windows not used on secondary frontage where visible			
7.10	Garage is integrated into the main roof line			
7.10.1	Architectural character of garage adopts same roofline as the dwelling			
7.10.2	Single garage with an opening no more than 3.5m used on lots less than 12.5m wide			
7.10.3	Garage opening no more than 5.5m on lots no less than 12.5 but no more than 14.0m wide			
7.10.4	Garage opening must not exceed 40% of the lot frontage on lots with a width of 15.0m or greater			
7.10.5	Garages on a double storey dwelling without balcony or windows above the garage must not exceed 40%			
7.10.6	Triple garage not permitted			
7.10.7	Carport is not visible to the public, including laneways			
7.10.8	Garage door is sectional, tilt or panel lift			
7.10.8	Roller door if provided is not visible to the public			
7.11.2	One driveway permitted			
7.11.3	Driveway constructed of colour concrete, brick or pavers or exposed aggregate			
7.11.5	Driveway colour is mute tone			
7.11.6	Driveway is no wider than garage opening and tapers to the crossover width			
7.11.7	A minimum 500mm landscape strip is provided			
7.11.8	Garage on a corner lot is not constructed on the corner where the primary and secondary frontages meet			
7.12.1	Side & rear fencing is 1.8m high capped timber palings			
7.12.2	Return fence is a minimum 1.0m behind main building line			
7.12.3	Corner fencing is 1.8m high capped timber palings			
7.12.4	No front fence provided			
7.13.2	Hard surfaces do not dominate the front yard 60% of the front yard is of vegetated garden beds and lawn			

**9.0 BUILDERS CHECKLIST CONTINUED**

	<b>DESIGN GUIDELINES CHECKLIST—TAYLORS ESTATE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
7.13.2	One canopy tree is provided to front yard			
7.13.2	20 shrubs & 10 ground covers provided			
7.13.3	Mulch where applicable is natural in colour			
7.13.4	Synthetic grass has not been used			
7.13.11	Letterbox image is provided where shown on plans			
7.16	Ancillary items are not visible to the public			
7.16.1	Roof mounted satellite dishes and TV aerials located to rear			
7.16.3	Air conditioning units mounted to roof are located to rear, low profile and colour coordinated with the roof			
7.16.5	Meterboxes are colour coordinated with the wall material			
7.16.6	Solar panels are not located on the front façade			
7.17.1	Shed has a maximum wall height of 2.0m and a maximum overall height of 2.4m, no larger than 15m <sup>2</sup> , constructed from colorbond or similar and not visible to the public			

## TAYLORS ESTATE APPLICATION FORM

Attach this form and the Builders Checklist with your full application documents

### Property Details

Lot Number:

Street Name:

Estate Stage Number:

### Application Information (Preferred Contact)

Name:

Current Address:

Post Code:

Telephone:

Mobile:

Email:

### Owner(s) Details

Name:

Current Address:

Telephone:

Mobile:

Email:

### Builder/Building Designer/Architect Details

Name:

Current Address:

Telephone:

Mobile:

Email:

### APPENDIX A—3.0m SETBACK MASTERPLAN

The orange lots highlighted on the below masterplan are permitted to have a minimum 3.0m frontage setback in lieu of 4.0m. This is to ensure a sense of consistency is maintained along those streetscapes.



# Taylor's Estate



# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

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