

Contract of sale of land

Property: Lot **“Acacia Estate”** 405 Epping Road, Wollert 3750



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on//2021

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on//2021

Print name(s) of person(s) signing: **WOLLERT EPPING DEVELOPMENTS PTY LTD ACN 625963028 by its duly appointed attorney Scott Damien Watson**

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name:.....

Address:.....

Email:.....

Tel: Mob: Fax: Ref:

Vendor

Name: **WOLLERT EPPING DEVELOPMENTS PTY LTD ACN 625963028**

Address: Level 2, 117 McLachlan Street, Fortitude Valley QLD 4006

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: JMH Legal

Address: Level 2, 117 McLachlan Street, Fortitude Valley QLD 4006

Email: jeffh@jmhlegal.com.au

Tel: : 1300 965 159 Mob: Fax: Ref: JH:2015115

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

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

Land (general conditions 7 and 13)

The land is described as Proposed Lot on PS 833330H being part of a resubdivision of Lot A on PS 829732K being part of the land contained in the Certificate of title described below

Certificate of Title reference				being lot	on plan
Volume	10262	Folio	462	2	PS341902E

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot "Acacia Estate" situated at **405 Epping Road, Wollert 3750**

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

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (Special Condition 34)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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 the last page; and
- attach additional pages if there is not enough space

☐ Special condition 1 – Payment

General condition 11 is replaced with the following:

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, 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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force

☐ Special condition 2 - Acceptance of title

General condition 12.4 is added:

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

☐ Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☐ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☐ **Special condition 5 – Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 15A.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.
- 15A.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 has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.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.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

17.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☐ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with the responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not ticked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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 lodgment.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 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
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

8.10 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.

☐ **Special condition 9 – Deposit bond**

9.1 In this special condition:

- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 30 days before the deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

10.1 In this special condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).

10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3

10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

11.3 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.

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

☐ **Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

General Conditions

Part 2 being Form 2 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
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 that 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 personal property -
 - (a) that -
 - (i) the purchaser intends to use predominately 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 Property 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. BUILDING 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 general 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 conveyance; 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 is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyance on trust for the purchaser until 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 conveyance.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by 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 section 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 authorised deposit-taking institution. If the vendor requests than 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 or on 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 a 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 the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

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

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings in the Contract unless the contrary intention appears:

Additional Restrictions means all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements, leases, licenses and arrangements relating to part or all of the land comprised in the Parent Title which are required by a Relevant Authority, are required by a condition of an Approval and/or are necessary to satisfy a Requirement.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from a Relevant Authority or the Vendor in relation to the Development, any lot on the Plan of Subdivision or the Parent Title and includes all approvals and endorsements required under the Section 173 Agreement and Estate Covenant.

Authority means any Commonwealth, State 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.

Balance means the balance of the Price calculated in accordance with and payable under this Contract shown in the Particulars of Sale.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or Bank holiday in the state of Victoria and concludes at 5pm on that day.

Claim(s) means any claim, action, proceeding, judgment, damage, penalty, loss, 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 Property.

Completion means the settlement or completion of the sale and purchase of the Property under this Contract.

Completion Date means the 'settlement date' in the Particulars of Sale.

Condition of the Property means the condition of the Property at the date of this Contract including but not limited to the presence, condition and compliance with any laws, regulations or standards, including Environmental Law.

Contamination means the presence in, on or under land, air or water of a substance (whether a soil, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present, on or under (respectively) land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment, and **Contaminant** has a corresponding meaning.

Contract means this contract of sale dated the Day of Sale as described in the Particulars of Sale and includes all schedules, enclosures and annexures.

Day of Sale means the date this contract was executed by the parties as shown in the Particulars of Sale.

Default means that the Purchaser has failed to comply with a term or condition of this Contract.

Deposit means the deposit payable on the Day of Sale towards the Price due under this contract shown in the Particulars of Sale.

Development means the proposed use and development of the Land and any adjoining or nearby Land for the project known as The Gateway Estate.

Disclosed Documents means all information, documents or other materials disclosed or referred to in this Contract or provided to the Purchaser by the Vendor or on behalf of the Vendor by its agents or any third party, in whatever form, including but not limited to all reports and documents prepared by consultants and third parties for the Property provided to the Purchaser by the Vendor or by its agents or any third party and those placed on any dataroom/due diligence site for the Property (whether located on any website set up by the Vendor's solicitors, agents or any third party and whether or not the Purchaser has elected to access the said dataroom/due diligence site or any part thereof).

Estate Covenant means any building and design guidelines developed by the Vendor or its advisors regulating the construction of improvements on the lots in the Plan of Subdivision, attached as Annexure D to this Contract.

Environment means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factor of aesthetics.

Environmental Law means any law (whether statute or common law, including the laws of negligence and nuisance) concerning the protection or enhancement of the Environment or the health or safety of persons including but not limited laws relating to:

- (a) emissions of substances into the Environment;
- (b) pollution of the Environment;
- (c) production, handling, transportation and disposal of hazardous substances or dangerous goods;
- (d) land use and planning; and
- (e) public health and occupation health and safety.

Environmental Liability means any liability, obligation, costs, fees, charges, losses, damages, penalties, claims, actions, Order or other demands suffered, incurred or ordered as a consequence of Contamination of, or arising from, the Property (whether or not such Contamination is disclosed to the Purchaser in this Contract).

Fence means a fence or retaining wall on the boundary of the Property or otherwise.

Guarantee means the guarantee and indemnity to be executed under special condition 18.3, the form of which is attached as Annexure A.

House Works means excavation works and the construction of a dwelling, garage and Fences on the Property.

House Works Completion Date means the date on which:

- (a) the Purchaser has completed construction of the House Works on the Property in accordance with all Approvals, any Section 173 Agreement and any Additional Restrictions; and
- (b) an Occupancy Permit has issued.

Interest means the sum paid by the bank referred to in special condition 8 on the Deposit less bank and government charges.

Land means the land described in the Particulars of Sale.

Law means any law that relates to, or affects the Property or its use or development whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, Order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any government agency, Authority or otherwise.

Object means to make any Claim before or after Completion, raise any objection or requisition, rescind or terminate this Contract, delay Completion or withhold payment of any part of the Price.

Occupancy Permit means a permit or certificate to be obtained by the Purchaser from the Council or other duly authorised person or body certifying that the dwelling forming part of the House Works relating to the Property is suitable for occupation.

Order means a valid request, direction, notice, demand, requirement, condition (including condition of an approval) or order from a relevant Authority that requires anything to be done or not done.

Parent Title means the land contained in Certificate of Title Volume 10262 Folio 462

Particulars of Sale means the particulars of sale in the Contract.

Plan of Subdivision or Plan means a plan of subdivision to be prepared generally in accordance with the concept plan in Annexure B which, upon registration in the Victorian Land Title Registry will create title to the Lots referred to in the relevant stage depicted in that concept plan.

Plans and Specifications means a full set of plans and specifications for the House Works relating to the Property.

Price means the price for the Property shown in the Particulars of Sale.

Property means the Land together with all improvements on the Land described and having the address shown in the Particulars of Sale.

Purchaser Rights means making requisitions, claiming compensation, rescinding or purporting to rescind, calling on the Vendor to amend Title or to bear any cost of doing so, delaying settlement, and/or avoiding any obligations under this Contract.

Relevant Authority includes the Council, Heritage Victoria, the Environment Protection Authority and any governmental, municipal, statutory, public or other authority having jurisdiction over the Property or the Development.

Requisition means a requisition or objection on title or an any matter in this Contract and which is not prohibited or restricted under any provision of this Contract.

Restrictive Covenant means any restriction affecting the Property required by Council to be registered on the title to the Property or Plan of Subdivision.

Section 173 Agreement means any agreement between the Council and the Vendor as required by Council in accordance with the planning permit relating to the Plan of Subdivision or any Stage.

Service means, air, communications, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, water, or lift service.

Utilities means water, sewerage, drainage, gas, electricity, telecommunications and other like services and includes all installations, equipment, pipes, wires, mains, connections and machinery relating to those services.

Vendor's Statement means the statement made by the Vendor under section 32 of the *Sale of Land Act* 1962, a copy of which is attached to this Contract and is deemed to include all schedules and annexures annexed to this Contract.

1.2 Headings

Headings are inserted for convenience and do not affect the interpretation of this Contract.

1.3 References to statutes

In this Contract, a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract.

1.4 References to things

In this Contract, a reference to a thing (including, without limitation, an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually.

1.5 Joint and several obligations

An agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally.

1.6 Genders

Words used in this Contract indicating one gender include the other gender.

1.7 Reading down

A provision of this Contract which is void, voidable by any party, unenforceable or illegal must be read down to the extent required to give the provision legal effect.

1.8 Persons

In this Contract, unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an Authority.

1.9 Reference in Particulars of Sale

Words and expressions defined in the Particulars of Sale and in this Contract and used in the Special Conditions have the same meaning.

1.10 In the event of inconsistency, these special conditions will prevail.

1.11 Where a special condition deals with a matter dealt with in a general condition, the general condition will be read subject to the provisions of the said special condition.

1.12 Variation of General Conditions

The following General Conditions are deleted:

- (a) General Condition 1.3;
- (b) General Condition 2.6;
- (c) General Condition 2.7;
- (d) General Condition 5;
- (e) General Condition 6;
- (f) General Condition 7;
- (g) General Condition 8;
- (h) General Condition 9;
- (i) General Condition 13;
- (j) General Condition 14;
- (k) General Condition 18;
- (l) General Condition 23;
- (m) General Condition 26,

and any warranty contained in General Condition 2 is limited to the Vendor's actual knowledge.

2. Property in its current state

2.1 Current state

The Purchaser agrees that it is purchasing the Property in its current state at the date of this Contract and admits the identity of the Property and except as expressly provided in this Contract, the Purchaser shall not be entitled to Object arising from or as a result of:

- (a) Contamination, Contaminant or any matter arising under an Environmental Law;

- (b) any mistake or error in the description or particulars of the Property;
- (c) the Condition of the Property;
- (d) fair wear and tear which may affect the Property between the date of this Contract and Completion;
- (e) any mistake or error in the boundaries or area of the Building or any encroachments by or onto adjoining land;
- (f) any Service passing through other land and not being protected by registered easement or by statutory authority;
- (g) the Property not being fit or suitable for any particular purpose;
- (h) the purposes for which the Property can legally and physically be used;
- (i) whether all licences, approvals, permits, consents, certificates or authorities required for the construction or use of the Property are held by the Vendor;
- (j) whether the Vendor has complied with all licences, approvals, permits, consents, certificates or authorities granted in respect of the construction or use of the Property;
- (k) the existence of asbestos, Contaminants or other hazardous substances; or
- (l) the nature, location, availability, non availability, condition, existence or non existence of any Service.

2.2 As from the Settlement date, the Purchaser:

- (a) assumes full liability and responsibility for all Environmental Liability;
- (b) will make no Claim against the Vendor for the presence of any Contaminant and/or Contamination in or on the Property, or the emanation from the Property, of any Contaminant into the Environment;
- (c) will make no Claim against the Vendor for any Order of any Authority for any Contaminant and/or Contamination;
- (d) the Purchaser indemnifies the Vendor, its officers, agents and employees from and against all Environmental Liability; and
- (e) releases and forever discharges the Vendor from and against all Environmental Liability to the Purchaser.

2.3 Services

Without limiting the generality of special condition 2.1, the Purchaser acknowledges and agrees that the Property is sold and the Purchaser takes title thereto subject to all existing Services or other installations and utilities (if any) on, at or securing the Property. In particular, the Purchaser must not Object in respect of any of the following:

- (a) the nature, location, availability of any Services, installations and utilities;
- (b) if any Service is a joint service with any other land or building;
- (c) if any such Service for any other Property or building or any parts or connections therefore pass through the Property;
- (d) if any sewer or water main or connection passes through in or over the Property;
- (e) if there is a manhole or vent on the Property; or

- (f) if because of or arising out of any Services, installations and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any Service, installation or utility.

3. Encumbrances

3.1 Planning Restrictions

The Purchaser accepts the Property subject to all existing and proposed planning restrictions affecting the Property including the provisions of:

- (a) any laws, environmental planning instrument or deemed environmental planning instrument; and
- (b) any resolution of any municipal council made or hereafter made under the Local Government Act 1989 (Vic), Planning and Environment Act 1987 (Vic) or the Environment Protection Act 1970 (Vic) or any other act, legislation, law, by-law or rule made by any Authority.

3.2 Other Encumbrances

The Purchaser purchases the Property subject to any easements, reservations or like encumbrances affecting the Property and will not Object with respect thereto whatever.

4. Receipt of Section 32 and Contract

The Purchaser received before paying any money or signing any document in relation to this sale:

- (a) a copy of this Contract; and
- (b) a statement in writing pursuant to and in conforming with section 32 of the Sale of Land Act 1962 (Vic) (as amended) duly executed by the Vendor, being the Vendor's Statement.

5. Improvements

- 5.1 The Vendor gives no warranty that the improvements erected on the land or any alterations or additions to the improvements comply with the Building Regulations 1994 or the requirements of the municipality under them, or with any repealed statutes under which the improvements were constructed. The Purchaser must not make any requisition or objection or claim any compensation for any non-compliance with the Regulations nor call on the vendor to bear all or any part of the cost of compliance.
- 5.2 The Purchaser acknowledges that the Purchaser has purchased the Property as a result of the purchaser's own inspection and enquiries, in its present condition and state of repair, and subject to all faults and defects both latent and patent.

6. Delivery of Transfer

Intentionally Deleted

7. Adjustments

7.1 Not separately rated

In the event that the Property is not separately rated or assessed in respect of any of the outgoings referred to in General Condition 15, then, at the election of the Vendor, for the purposes of apportioning those outgoings between the Vendor and Purchaser those outgoings shall be deemed to be \$1100 per year. If the Vendor does not make that election then the proportion thereof to be apportioned between the Vendor and the Purchaser will be in the same proportion as the lot liability of the Land bears to the total lot liability of all of the land in the plan of subdivision or title plan as reasonably determined by the Vendor.

7.2 Rate and tax adjustments

- (a) The Vendor shall pay or discharge all rates, taxes (including land tax on a proportional basis) and other outgoings (except insurance premiums on insurances effected by the Purchaser) with respect to the Property up to and including the Settlement Date.
- (b) The Purchaser shall pay, adjust or discharge all rates and taxes (including land tax on a proportional basis) and other outgoings with respect to the Property from the Settlement Date.
- (c) Rates, taxes and other outgoings shall be apportioned at Completion:
 - (i) in the case of those paid by the Vendor, on the amount actually paid;
 - (ii) in the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
 - (iii) in the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority; and
 - (iv) in the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Property for the assessment period immediately prior to the Completion Date, on the amount payable in that separate assessment disregarding any discount for early payment.

7.3 Land Tax Adjustments

- (a) General Condition 15.2(b) and (c) shall not apply to this Contract.
- (b) The Purchaser acknowledges that the State Revenue Office will or may group the Property together with other property owned by the Vendor and related entities and assess land tax against the Vendor based upon the aggregate unimproved value of all such property. Notwithstanding that on a single holding basis no land tax may be assessable in relation to the Property, the Purchaser shall pay to the State Revenue Office or reimburse the Vendor for land tax on a "proportional basis".

8. Interest on Default

- (a) General Condition 26 does not apply to this Contract.
- (b) Without limiting this special condition, if the Purchaser defaults in the payment of money under this Contract (**Amount**), the Purchaser will pay the Vendor, on demand, interest on the Price at the rate specified in special condition 8(d).
- (c) Interest is to be calculated from the relevant due date for payment of the Amount and is to accrue on a daily basis until the interest is paid.
- (d) The rate for the purposes of this special condition is a rate of 4% higher than the rate for the time being fixed under the *Penalty Interest Rates Act* 1983. If the *Penalty Interest Rates Act* 1983 is repealed, then a rate of 4% higher than the bank overdraft rate charged or chargeable by the Vendor's bankers to the Vendor on the due date for payment of the Amount. A certificate signed by the Vendor (or one of its officers as defined in the *Corporations Act* 2001 (Cth)) stating the bank overdraft rate is conclusive evidence of that rate.

9. Time for Payments

All payments due to the Vendor under this Contract must be made no later than 3 pm on the due date. The Vendor may treat any payment received after 3 pm as having been received on the next business day in Melbourne.

10. Entire Agreement

The Purchaser acknowledges that:

- (a) no information, representation or warranty by the vendor, the Vendor's estate agent or the Vendor's solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it;
- (b) the Purchaser has not in fact relied on any such information, representation or warranty;
- (c) the Purchaser has made or procured the purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the Property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the Property for any purpose or any business to be carried on there;
- (d) this Contract sets out the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase.

11. No Merger

The provisions of this Contract that are capable of having effect or require compliance after the settlement date will not merge in the transfer of the land and will continue to bind or benefit the parties.

12. Foreign Acquisitions and Takeovers Act 1975

- 12.1 The Purchaser warrants that he or she is not a foreign purchaser within the meaning of Section 21A of the *Foreign Acquisition & Takeover Act 1975* (Cth) unless the Purchaser has given written notice of same to the Vendor.
- 12.2 The Purchaser indemnifies the Vendor against any loss the Vendor suffers if the Purchaser breaches this warranty.
- 12.3 If the Purchaser gives written notice to the Vendor that the Purchaser a foreign purchaser within the meaning of Section 21A of the *Foreign Acquisition & Takeover Act 1975* (Cth) then this Contract is subject to and conditional upon the Purchaser obtaining the consent to or a statement of no objection from the Commonwealth Department of Treasury, under the Foreign Acquisitions and Takeovers Act 1975 (Cth), to the Purchaser entering in to this Contract (the "**Purchaser FIRB Consent**") within 30 days after the Day of Sale (the "**FIRB Approval Date**").
- 12.4 Notice

The Purchaser must give notice to the Vendor that:

 - (a) The Purchaser FIRB Consent has not been obtained by the FIRB Approval Date and the Purchaser terminates this contract; or
 - (b) The Purchaser FIRB Consent has been obtained and the condition in this clause 12 has been satisfied.
- 12.5 Termination by Vendor

The Vendor may terminate this Contract by notice in writing to the Purchaser at any time if by 5:00pm on the FIRB Approval Date the Purchaser has not given notice in accordance with clause 12.4.

13. Nomination of Purchaser

- 13.1 If the Purchaser wishes to nominate a substitute or additional purchaser, the Purchaser must first obtain the written consent from the Vendor (which may be given or withheld in the Vendor's discretion) and then deliver to the Vendor's solicitor at least 14 days before the settlement date:

- (a) a statutory declaration by the Purchaser in which the Purchaser declares they are not receiving any financial benefit arising out of the arrangement; and
 - (b) evidence satisfactory to the Vendor's solicitor of acceptance of the nomination by the substituted or additional purchaser.
- 13.2 Despite any nomination or substitution taking effect the Purchaser (and where any Guarantor has given a Guarantee and Indemnity on behalf of the Purchaser, that Guarantor) shall remain liable to the Vendor for the due and punctual performance of this Contract.

14. Stamp Duty

The Purchaser must keep the Vendor indemnified against liability of every description under the *Duties Act 2000* relating to this Contract including but not limited to any nomination contemplated by this Contract, any substitute Contract of Sale and the instrument of transfer or conveyance of the Property.

15. Contract Subject To Development Approval and registration Of The Plan Of Subdivision

- 15.1 The Purchaser acknowledges being informed by the Vendor that the Property is a Lot on an unregistered Plan of Subdivision ("Plan") a copy of which is annexed at Annexure B and that the Plan of Subdivision may proceed in stages.
- 15.2 This Contract is conditional on the Plan being registered within 36 months of the Day of Sale (the "Plan Approval Date").
- 15.3 The Vendor will prepare the Plan at its cost and the Vendor will take reasonable steps to procure completion of the subdivision, construction of any subdivisinal works and registration of the Plan.
- 15.4 The Purchaser acknowledges that registration of the Plan can be delayed by factors outside the control of the Vendor and those factors must be taken into account if the Purchaser enters into a building contract in respect of the Property.
- 15.5 If the Plan is not registered by the Plan Approval Date, the Purchaser or the Vendor may by written notice to the other party rescind this Contract at any time after the Plan Approval Date but before the Plan is registered unless the Vendor has given the Purchaser or the Purchaser's solicitor prior notice in writing that the Plan Approval Date has been extended.
- 15.6 Subject to the Purchaser's rights under the Sale of Land Act and under paragraph 16.6, the Purchaser must not exercise any Purchaser Rights arising from the registration of the Plan or failure or any delay to obtain the registration of the Plan.
- 15.7 The Purchaser consents to the Vendor mortgaging or otherwise encumbering the Property sold after the date of this Contract. However, this Special Condition shall not affect the Vendor's obligation to produce an unencumbered Title at settlement.
- 15.8 If the Plan is proceeding in stages, any references to the Plan in Special Conditions 15.1 – 15.7 are to be read as references to the relevant stage of the Plan.

16. Amendments to Plan of Subdivision

- 16.1 The Vendor may make amendments and alterations to the Plan:
- (a) necessary to obtain certification of the Plan by Council and Registration of the Plan; or
 - (b) which the Vendor considers desirable.
- 16.2 The Purchaser shall accept the land on the Plan as ultimately approved notwithstanding that there may be minor variations or discrepancies between that Lot or Lots hereby sold and the Lot or Lots on the approved Plan. The Purchaser acknowledges that such amendments may include but are not limited to the alteration of the number, size and/or shape, of any of the lots (other than the Land hereby sold) and/or the reserves and roads on the Development.

- 16.3 If any variation to the Plan contemplated as above occurs or if the Purchaser agrees to any other variation to the Plan, then upon the request of the Vendor, the Purchaser must promptly execute such documentation as the Vendor reasonably requires to formally record the variation. Further, the Purchaser appoints the Vendor its attorney for the purpose of executing such document or giving or procuring such consent. Subject to Section 9AC of the Sale of Land Act 1962, the Purchaser agrees not to make any requisition or objection or claim any compensation or reduction in the Price or delay settlement on the grounds that the Plan or any other plan affecting the Development does not accord with the Plan attached to the Vendor's Statement, or any other material provided to the Purchaser.
- 16.4 If the Purchaser intends to rescind or terminate this Contract pursuant to Section 9AC of the Sale of Land Act 1962, or otherwise on the grounds that a proposed or actual amendment to the Plan materially affects the Land, the Purchaser must provide the Vendor written notice of such intention within 14 days of the becoming aware of such amendment. If the Purchaser does provide such written notice then the Vendor shall be entitled to dispute that any such amendment materially affects the Land within 14 days of receipt of such notice, and may refer the dispute to an arbitrator for determination in accordance with the provisions of Section 14B of the Sale of Land Act 1962. The determination of the arbitrator shall be binding on all parties.
- 16.5 Section 10(1) of the Sale of Land Act does not apply in respect of final location of the easements shown on the Plan.

17. No Caveat Prior To Registration

- 17.1 The Purchaser must not lodge or procure lodgement of a Caveat against the Property or the Parent Title.
- 17.2 The Purchaser acknowledges that this Special Condition is an essential term of the Contract, breach of which (without prejudice) to any other rights that the Vendor may have with respect of the breach will entitle the Vendor to make a claim for damages which the Purchaser must pay on demand as the damages suffered by the Vendor up to the date of which the caveat is withdrawn.
- 17.3 The Purchaser appoints the Vendor's Solicitors as its attorney to withdraw any such caveat or signing a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.

18. Goods and Services Tax

- 18.1 Expressions which are not defined, but which have a defined meaning in the GST Act, have the same meaning when used in this Special Condition.
- 18.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided for any supply under or in accordance with this document are inclusive of GST and no further amounts will be payable by the Purchaser in regard to GST.
- 18.3 The parties agree that the Vendor shall adopt the margin scheme to calculate the GST included in the supply made under this Contract.
- 18.4 The Vendor gives notice the Purchaser is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. The parties agree as follows:
- (a) the Vendor must give the Purchaser a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Purchaser must lodge with the ATO:
 - (i) a GST Property Settlement Withholding Notification form ("Form 1"); and
 - (ii) a GST Property Settlement Date Confirmation form ("Form 2");
 - (c) on or before settlement, the Purchaser must give the Vendor copies of:
 - (i) the Form 1;

- (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Purchaser's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount;
 - (d) the Vendor irrevocably directs the Purchaser to direct payment of the GST Withholding Amount in favour of the Commissioner of Taxation
 - (e) the Vendor must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- 18.5 The Purchaser warrants that unless the Purchaser has notified the Vendor in writing prior to the due date for the giving by the Purchaser of the Form 1 the Purchaser is not registered for nor required to be registered for GST and is not acquiring the Property for a creditable purpose.

19. Guarantee of Company on Day of Sale

- 19.1 If the Purchaser is a company (other than a listed company), the Purchaser must procure the execution of the Guarantee by:
- (a) each of its directors; or
 - (b) a listed company of which the Purchaser is a subsidiary,
- 19.2 at the Purchaser's expense and deliver it to the Vendor on the Day of Sale together with executed Contract.
- 19.3 The Purchaser acknowledges and agrees that at the sole election of the Vendor this Contract is not binding on the Vendor until the Guarantee is validly executed by all directors.

20. Deposit held in Trust until Plan of Subdivision Registered

- 20.1 The Deposit shall be paid to the Vendor's Lawyer or the Vendor's Agent.
- 20.2 All moneys payable by the Purchaser hereunder shall be paid by cheque drawn by an institution entitled under section 66 of the Banking Act 1959 (Cth) to assume or use the word "bank" and originally drawn in favour of such payees as may be directed by the Vendor's Lawyer.
- 20.3 The Deposit and all other moneys paid or payable by the Purchaser hereunder shall be paid to and held by the Vendor's Lawyer or the Vendor's Agent on trust for the Purchaser until the registration of the Plan of Subdivision in accordance with section 9AA of the Sale of Land Act.
- 20.4 Notwithstanding anything herein contained the Deposit payable under this Contract shall not exceed ten per cent of the purchase Price of the Contract. Any money purportedly paid on account of the Deposit in excess of ten per cent of the purchase Price of the Contract shall not form part of the Deposit and shall be repayable to the Purchaser on demand.
- 20.5 The Vendor's Lawyer is authorised and directed (but is not obliged) to pay the Deposit into an interest bearing account ("Account") with an authorised deposit-taking institution as defined in the Banking Act 1959 until the Plan of Subdivision is registered and until either the Purchaser becomes entitled to possession of the Property or the Deposit may be released pursuant to sections 9AF or 27 of the Sale of Land Act.
- 20.6 If the Contract is avoided through no fault of the Purchaser interest on the Deposit paid into the Account under special condition 20.5 shall accrue for the benefit of and be paid to the Purchaser, but otherwise such interest shall accrue for the benefit of and be paid to the Vendor. In either event a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the Income Tax Assessment Act may be so withheld and paid in accordance with the provisions of that Act.
- 20.7 The parties authorise and direct the Vendor's Lawyer or the Vendor's Agent to disburse the Deposit in accordance with the Sale of Land Act to the persons entitled thereto.

21. Additional Restrictions

- 21.1 The Purchaser acknowledges that as at the Day of Sale, not all of the Additional Restrictions may have been entered into, granted, finalised or imposed.
- 21.2 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:
- (a) agrees to accept and observe an Additional Restriction; and
 - (b) acknowledges that an Additional Restriction runs with the relevant land.
- 21.3 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser must not exercise any Purchaser Rights by reason of the existence, granting, entering into, finalisation or imposition of Additional Restrictions.

22. Utilities

- 22.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Property.
- 22.2 The Purchaser must not exercise any Purchaser Rights by reason of:
- (a) any Utility which is a joint service with any other land or building;
 - (b) any Utility servicing the Property or any other property passing through, under or over the Property whether subject to a registered easement or otherwise; or
 - (c) if, as a result of the presence of Utilities on the Property, any Relevant Authority or any other person or property has the benefit of any right or easement over the Property in respect of Utilities.

23. Fences

- 23.1 Pursuant to Section 4(1)(b) of the Fences Act 1968 the Vendor and Purchaser agree to construct or join in or contribute to the cost of construction of any dividing fence sought to be erected by either party on the boundaries of the Land in the following proportion:
- (a) The Vendor – \$1.00;
 - (b) The Purchaser and its successors in title – the balance.
- 23.2 The Purchaser agrees to indemnify the Vendor against any cost, expense, claim or liability for a greater contribution than that agreed pursuant to Special Condition 23.1(a).
- 23.3 If the Purchaser enters into any Contract for the sale of the Land, the Purchaser must include in the Contract of Sale, the following Special Condition:
- (a) "While Wollert Epping Developments Pty Ltd ("Wollert Epping Developments") is the owner of any land adjoining the Land, the Purchaser agrees that Custodian's contribution towards the cost of constructing any dividing fence shall be nil." and
 - (b) The Purchaser agrees to indemnify Wollert Epping Developments against all costs, losses, charges and expenses incurred by Wollert Epping Developments as a result of any claim for fencing contribution brought against Wollert Epping Developments by the second purchaser.
- 23.4 The Purchaser must not construct any Fence on the Property without first obtaining all requisite Approvals in accordance with the Estate Covenant.
- 23.5 The Purchaser assumes responsibility for compliance with all fencing notices or orders in relation to the Property which are made or issued after the Day of Sale and agrees to indemnify the Vendor against all costs, losses, charges and expenses incurred by the Vendor as a result of any claim for fencing contribution brought against the Vendor by any party.

- 23.6 This Special Condition shall not merge upon settlement and shall enure for the benefit of the Vendor.

24. Further Development

- 24.1 The Purchaser must not exercise any Purchaser Rights by reason of:
- (a) any alteration:
 - (i) to the Development;
 - (ii) in the number of lots in the Plan, any stage thereof or any other Plan of Subdivision in the Development; or
 - (iii) to the size, shape or location or permitted use of any lot in the Plan or stage of the Plan (other than the Property) or in any future stage or Plan of Subdivision relating to any other part of the Development;
 - (b) any delay in the completion of the Development; or
 - (c) the abandonment of any part of the Development.

25. Construction of Development

The Purchaser acknowledges that:

- (a) at the Settlement Date, the construction works forming part of the Development may not be completed;
- (b) the Vendor may permit any person to continue to carry out those construction works after the Settlement Date; and
- (c) if the Vendor takes reasonable steps to minimise inconvenience to the Purchaser in completing those construction works, the Purchaser:
 - (i) must not object to those construction works, applications and/or plans made by the Vendor relating to the Development and/or to the dust and noise and other discomforts which might arise from them; and
 - (ii) must not exercise any Purchaser Rights or institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon those construction works, applications made by the Vendor and/or the dust and noise and other discomforts which might arise from them.

26. Section 173 Agreement and Restrictive Covenant

- 26.1 The Purchaser acknowledges and agrees that:
- (a) the Property may be sold subject to a Section 173 Agreement or Agreements or a Restrictive Covenant as contemplated by any development approval or planning permit; and
 - (b) the Section 173 Agreement or a Restrictive Covenant (and the Estate Covenant) may be varied by the Vendor after the Day of Sale.
- 26.2 The Vendor must give the Purchaser written notice of any variation to the Section 173 Agreement or Restrictive Covenant within a reasonable time of the Vendor entering into any Section 173 Agreement or creating any Restrictive Covenant.
- 26.3 On and from the Settlement Date, the Purchaser must comply with any covenants and the Estate Covenants imposed on the Vendor as "Owner" under the Section 173 Agreement or a Restrictive Covenant in respect of the Property and without limitation must:

- (a) submit Plans and Specifications to the Design Review Committee referred to in the Estate Covenant ("Design Review Committee") for its approval prior to commencing construction of House Works or seeking Approvals to the Plans and Specifications under the Building Act 1993;
- (b) ensure the Plans and Specifications are consistent with the Estate Covenant.

26.4 The Purchaser acknowledges that the Vendor may in its absolute discretion from time to time:

- (a) vary or waive the application of the Estate Covenant in respect of a particular lot or lots on the Plan or the Development generally; and
- (b) approve House Works in respect of a particular lot or lots in the Plan which are not consistent with the Estate Covenant

and the Purchaser must not exercise any Purchaser Rights in this regard.

27. Construction and Completion of House Works

- 27.1 The Purchaser must not construct or allow to be constructed any building works or other improvements on the Property other than House Works approved and constructed in accordance with this Contract.
- 27.2 The Purchaser must not commence construction of House Works on the Property unless the House Works have been granted all requisite Approvals.
- 27.3 The Purchaser must commence construction of the House Works in accordance with all Approvals, the Section 173 Agreement and the Estate Covenant within 6 calendar months of the Settlement Date and complete the construction and obtain an Occupancy Permit within 12 calendar months of commencing construction and in any event with due promptness and diligence
- 27.4 The Purchaser must construct and complete landscaping in accordance with all Approvals, the Section 173 Agreement and the Estate Covenant no later than 30 days after the issue of an Occupancy Permit in respect of each lot.
- 27.5 If the Purchaser constructs House Works or landscaping which:
 - (a) have not been granted all requisite Approvals; or
 - (b) do not comply with the Section 173 Agreement and the Estate Covenant (as they may have been varied by the Vendor)

then the Purchaser must pay to the Vendor on demand the amount of \$300 per day per lot as liquidated damages from the date of the breach until the date on which the breach is remedied. The parties expressly agree that this sum is a genuine pre-estimate of the loss or damage suffered by the Vendor arising from the Purchaser's breach and does not limit the liability of the Purchaser in accordance with this Special Condition 28 and is in addition to and not in substitution of the obligations of the Purchaser in this Special Condition 28.

- 27.6 The Purchaser must ensure that the footpath, driveway, curb, nature strip landscaping and other Council assets adjacent to any lots developed within the Purchaser's lot are not damaged by the Purchaser's Works. In the event that damage occurs, the Purchaser must immediately rectify and make good that damage at its cost and to the satisfaction of the Vendor.
- 27.7 The Purchaser must not vary the Plans and Specifications approved by the Design Review Committee referred to in the Estate Covenant without first obtaining the further written approval of the Design Review Committee.
- 27.8 The granting of approval to House Works under this Special Condition 27 does not constitute a representation that any other Approvals required to be obtained from Relevant Authorities (including the Council) will be granted nor that the Plans and Specifications comply with the Planning Scheme or building regulations in force at the time the approval is given and the responsibility to comply with the Planning Scheme and building regulations remains with the Purchaser at all times.

- 27.9 The Vendor is not responsible for the adequacy of the Plans and Specifications or the suitability for the purpose for which they are intended, notwithstanding that the Plans and Specifications may have been approved by the Design Review Committee.
- 27.10 This Special Condition shall not merge upon the Settlement Date or transfer of the Property and continues to have full effect.
- 27.11 The Purchaser is liable for and agrees to keep the Vendor indemnified against any liability or loss arising from or cost incurred in connection with damage or loss caused or contributed to by the Purchaser failing to observe this Special Condition.

28. Sale by Purchaser other than back to Vendor

If the Purchaser sells the Property or part of the Property to any person or corporation other than the Vendor prior to the House Works Completion Date, the Purchaser must as a term of that contract ensure that the Special Conditions attached to this Contract are inserted.

29. State of Property

- 29.1 The Purchaser agrees that until the later of 24 calendar months after the Settlement Date and 60 days after the House Works Completion Date, the Purchaser must:
- (a) keep the Property neat and tidy;
 - (b) promptly remove rubbish and debris from the Property;
 - (c) cut the grass on the Property;
 - (d) not dump or permit to be dumped any rubbish, debris or fill from the Property on any other public or private land in the Development; and
 - (e) not allow the Property to be left in a condition which in the reasonable opinion of the Vendor is unsightly.
- 29.2 If the Purchaser breaches special condition 29.1, the Vendor may give the Purchaser a written notice requiring the Purchaser to remedy the breach within 24 hours.
- 29.3 If the Purchaser fails to comply with a notice given under special condition 29.2, the Purchaser authorises the Vendor and its employees, agents and contractors to do whatever works are necessary to remedy the breach (and, if necessary, to enter the Property for that purpose) and the Purchaser agrees to pay to the Vendor on demand all costs and expenses incurred by the Vendor in so doing.
- 29.4 This Special Condition shall not merge upon the Settlement Date or transfer of the Property and continues to have full effect.

30. Surface Level of Land

- 30.1 The Purchaser acknowledges that the Land may have been or in the course of subdivisional works may be filled and/or raised and/or levelled and/or packed and/or cut. The Purchaser shall make no requisition on nor claim any compensation from or raise any set off against the Vendor in respect of any such filling, raising, levelling, packing or cutting. The Purchaser hereby indemnifies the Vendor against any claim made by any person in respect of such filling, raising, levelling, packing or cutting and will hold the Vendor harmless.
- 30.2 The Vendor has disclosed to it as at the Day of Sale the then proposed earthworks which may or will affect the natural surface level of the Property as depicted within the drawings referred to as Proposed Earthworks Drawings and annexed as Annexure C to this Contract (entitled "Level Plan"). The Purchaser further acknowledges that it will not make any requisition on or claim any compensation from or raise any set off against the Vendor in respect of such proposed earthworks and that the Level Plan is annexed only for the purpose of disclosing the surface levels of the Land and for no other reason.

- 30.3 The Vendor agrees to make disclosure in relation to further works referred to in Section 9AB(2) of the Act in writing as soon as practicable after the details required to be disclosed come to the knowledge of the Vendor.
- 30.4 If any works referred to in this Special Condition have been or are being or are to be carried out at the discretion of a municipality or public authority and the Vendor has been required to submit plans of the works or proposed works to the municipality or public authority then a copy of the Plan will be provided to the Purchaser as soon as practicable after the details come to the knowledge of the Vendor.

31. Contracts in Development may not be identical

- 31.1 The Vendor does not warrant that all Contracts relating to all lots in the Development contain similar terms and conditions to this Contract.
- 31.2 The Purchaser acknowledges that:
- (a) there may be differences between this Contract and any other contract for a lot in the Development;
 - (b) the application of the Estate Covenant may vary insofar as they apply to lots in the Development; and
 - (c) the Vendor may choose not to enforce all covenants, terms and conditions in all contracts for lots in the Development equally or at all.
- 31.3 The Purchaser agrees that the Vendor shall not be liable to the Purchaser in respect of any of the matters set out in special condition 32.2, including:
- (a) any difference between this Contract and any other contract for a lot in the Development;
 - (b) any variation in the application of the Estate Covenant to lots in the Development; or
 - (c) for enforcing or not enforcing some or all of its rights under contracts for the sale of lots in the Development,

and the Purchaser shall not exercise any Purchaser Rights in respect of these matters.

32. Environment

32.1 Acknowledgment

The Purchaser acknowledges that:

- (a) the Property may be contaminated; and
- (b) Contaminants may have emanated from the Property in the past.

32.2 Release and indemnity

From the day of sale, the Purchaser:

- (a) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to;
- (b) releases the Vendor and the Vendor's employees, agents and officers from all liability in relation to

any Contaminant in, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.

33. Restriction on Re-Sale

- 33.1 The Purchaser shall not without the prior written consent of the Vendor (in its absolute discretion):
- (a) sell, transfer, assign, or in any other way whatsoever, deal with the Property or any part thereof or the Purchaser's rights or interest in or under this Contract; or
 - (b) erect any advertising board or "for sale" sign;
- at the Property for a period of 36 months after the Day of Sale.
- 33.2 The Vendor may impose any conditions it deems necessary when giving its consent pursuant to Special Condition 33.1

34. Purchaser's Finance Approval

- 34.1 This clause 34 applies if the items in the Particulars headed Lender, Loan Amount and Approval Date are completed.
- 34.2 This Contract is subject to and conditional upon the Purchaser obtaining approval for a loan for an amount no less than the Loan Amount from the Lender by the Approval Date on terms satisfactory to the Purchaser. The Purchaser must take all reasonable steps to obtain approval.
- 34.3 Notice
- The Purchaser must give notice to the Vendor that:
- (a) approval has not been obtained by the Approval Date and the Purchaser terminates this contract; or
 - (b) the finance condition in this clause 34 has been either satisfied or waived by the Purchaser.
- 34.4 Termination by Vendor
- The Vendor may terminate this Contract by notice in writing to the Purchaser at any time if by 5:00pm on the Approval Date the Purchaser has not given notice in accordance with clause 34.3.

Annexure 'A'

Guarantee and Indemnity

GUARANTEE AND INDEMNITY

TO: Wollert Epping Developments Pty Ltd

(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-
 - (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
 - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
 - (c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.
- G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a

surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

- J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor: Wollert Epping Developments Pty Ltd

Purchaser:
of

Guarantor:

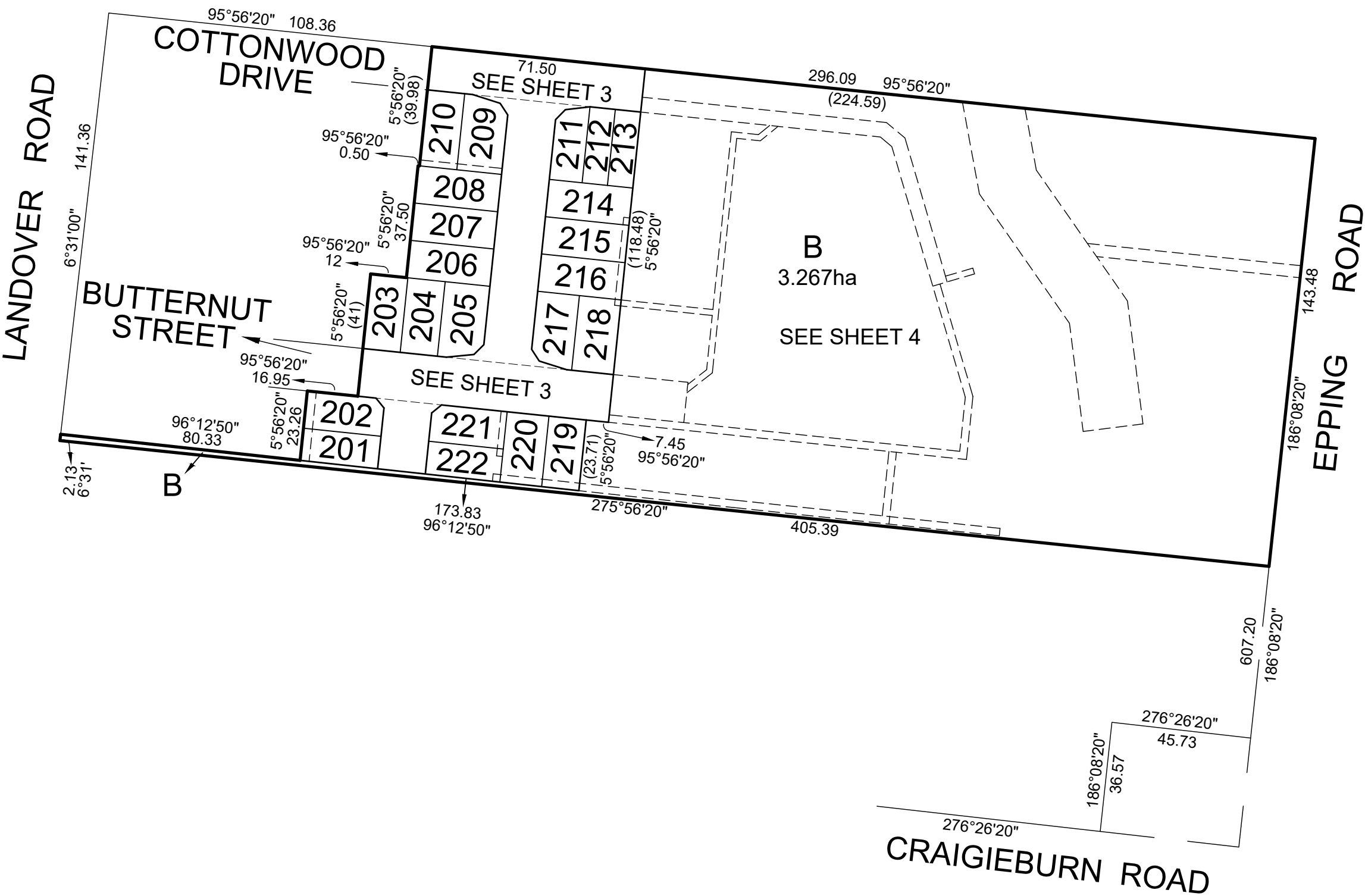
IN WITNESS whereof the said Guarantors have set their hands and seals this day of

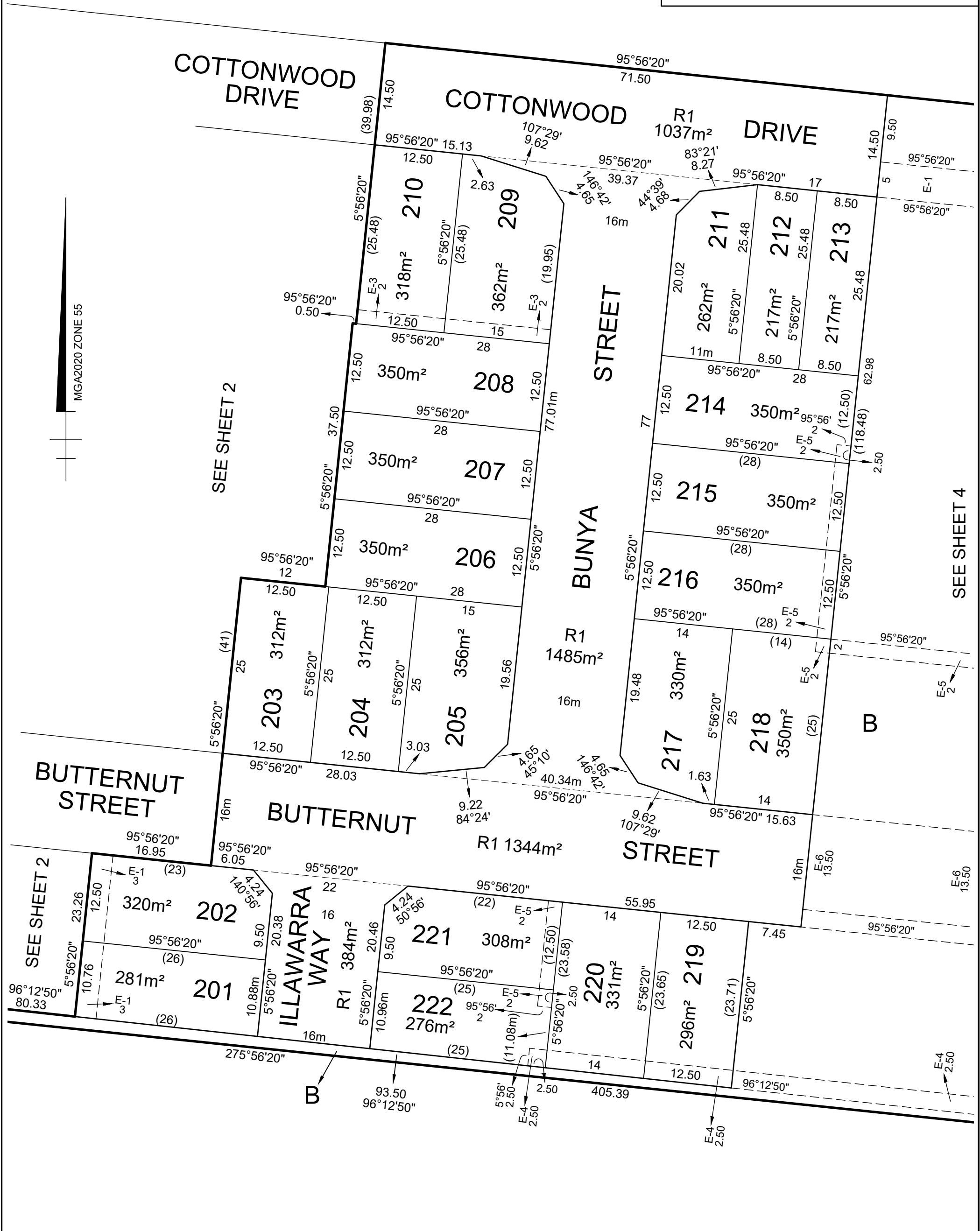
2019

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

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

PLAN OF SUBDIVISION				EDITION 1		PS833330H	
<div>LOCATION OF LAND</div> <div>PARISH: WOLLERT</div> <div>TOWNSHIP: ---</div> <div>SECTION: 19</div> <div>CROWN ALLOTMENT: ---</div> <div>CROWN PORTION: 1 (PART)</div> <div>TITLE REFERENCE: Vol. Fol.</div> <div>LAST PLAN REFERENCE: Lot A on PS829732K</div> <div>POSTAL ADDRESS: 405 Epping Road (at time of subdivision) WOLLERT VIC 3750</div> <div>MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55 (of approx centre of land in plan) N: 5 836 550</div>				<div>Council Name: Whittlesea City Council</div> <div>Council Reference Number: 610101 Planning Permit Reference: 718154 SPEAR Reference Number: S143141C</div> <div>Certification</div> <div>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 26/03/2020</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</div> <div>Digitally signed by: Angela Cuschieri for Whittlesea City Council on 21/09/2021</div>			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<div>Lots 201 to 222 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C & D on Sheets 5 to 7 of this plan for details.</div> <div>OTHER PURPOSE OF PLAN</div> <div>To Remove easements E-1, E2 and E-3 created on PS829732K in so far they lie within Road R1 herein.</div> <div>GROUND'S FOR REMOVAL:</div> <div>By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.</div>			
Road R1		Whittlesea City Council					
NOTATIONS							
DEPTH LIMITATION: Does Not Apply							
<div>SURVEY:</div> <div>This plan is based on survey.</div> <div>STAGING:</div> <div>This is not a staged subdivision. Planning Permit No. 718154</div> <div>This survey has been connected to permanent marks no(s) PM42 and PM43 In Proclaimed Survey Area no .74</div>							
ACACIA VILLAGE - Stage 2							
Area of Release: 1.120ha		No. of Lots: 22 Lots and Balance Lot 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	See Diagram	PS829732K	Whittlesea City Council			
	Sewerage			Yarra Valley Water Corporation			
E-2	Sewerage	2.50	PS829732K	Yarra Valley Water Corporation			
E-3	Drainage	2	PS829732K	Whittlesea City Council			
E-4	Sewerage	See Diag.	This Plan	Yarra Valley Water Corporation			
E-5	Drainage	2	This Plan	Whittlesea City Council			
E-6	Drainage	13.50	This Plan	Whittlesea City Council			
	Sewerage			Yarra Valley Water Corporation			
E-7	Drainage	20.12	LP81972	Land in LP81972			
E-8	Drainage	4.02	LP81972	Land in LP81972			
<div>TAYLORS</div> <div>Urban Development Built Environments Infrastructure</div> <div>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168</div> <div>Tel: 61 3 9501 2800 Web: taylorstds.com.au</div>		SURVEYORS FILE REF: Ref. 21408-S2 Ver. 9		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 7		
		Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (9), 25/08/2021, SPEAR Ref: S143141C					



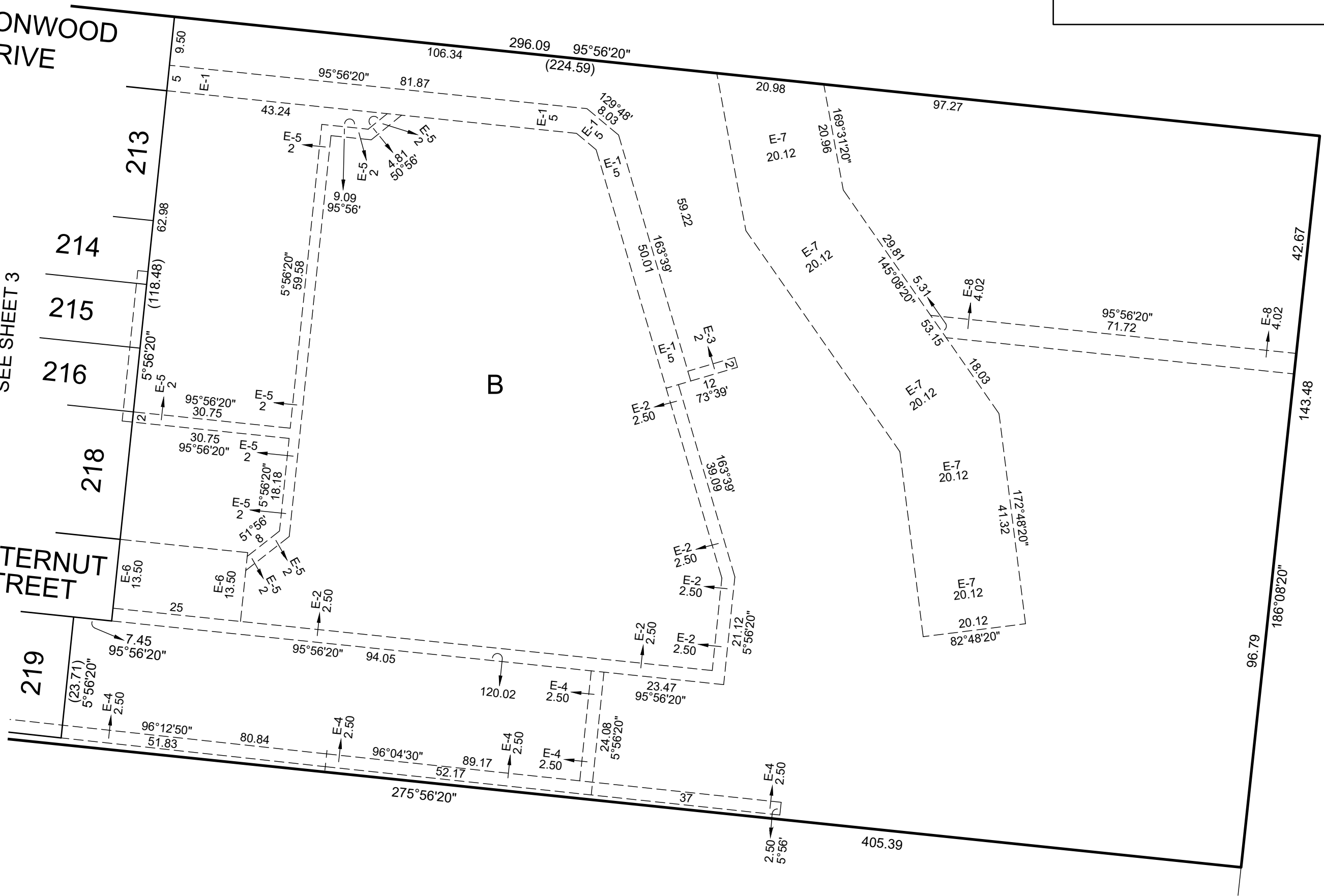


COTTONWOOD
DRIVE



SEE SHEET 3

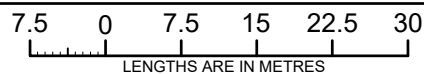
BUTTERNUT
STREET



TAYLORS

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

SCALE
1:750



Digitally signed by: Mark Peter Grey, Licensed Surveyor,
Surveyor's Plan Version (9),
25/08/2021, SPEAR Ref: S143141C

ORIGINAL SHEET
SIZE: A3

Ref. 21408-S2
Ver. 9

SHEET 4

Digitally signed by:
Whittlesea City Council,
21/09/2021,
SPEAR Ref: S143141C

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.

LAND TO BE BURDENED: See Table 1 below.
LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF 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 with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

NOTE:

Restrictions A(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
202	201
203	204
204	203, 205, 206
205	204, 206
206	204, 205, 207
207	206, 208
208	207, 209, 210
209	208, 210

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
210	208, 209
214	211, 212, 213, 215
215	214, 216
216	215, 217, 218
217	216, 218
218	216, 217
220	219, 221, 222
221	220, 222

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.

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF 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 garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

NOTE:

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
201	A	202
211	A	212, 214
212	A	211, 213, 214
213	A	212, 214
219	A	220
222	A	220, 221

CREATION OF RESTRICTION 'C'

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.

LAND TO BE BURDENED: Lots 201 to 222 on this plan.
 LAND TO BENEFIT: Lots 201 to 222 on this plan.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
2. 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 Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

CREATION OF RESTRICTION 'D'

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.

LAND TO BE BURDENED: See Table 3 below.
 LAND TO BENEFIT: See Table 3 below.

DESCRIPTION OF RESTRICTION

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

Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house other than a dwelling house with at least one side of the dwelling with a minimum clearance of 1.0m from the side boundary.

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
219	220
220	219, 221, 222



ACACIA

VILLAGE

DESIGN GUIDELINES

APPLICATION SUBMISSION

All applications are to be sent to PO Box 663, Fortitude Valley QLD 4006 OR covenant@cfmgcapital.com.au

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1.0 DESIGN & APPROVAL PROCESS

Once you have selected your new block of land at Acacia Village, it's a good idea to sit down and read through these Guidelines.

After selecting your home design, you, your builder or architect will need to submit the following plan to the Acacia Village Design Review Panel (DRP).

Plans to be submitted must include:

- Completed Application Form
- Completed Builder's Checklist
- External Colour Schedule
- House Plans: Site plan (min scale) 1:200 including: setbacks, Site Levels (contours), extent of earthworks, FFL to House and Garage. All Fencing location, material and heights. Dimensioned Floor Plans (min scale 1:100)
- All Elevations (min scale 1:100). Elevations are to include building and wall heights, roof pitches, eave size, ceiling heights and external fixtures
- Landscape Concept Plan

Email the application package in PDF format to:
covenant@cfmgcapital.com.au

House designs and plans that comply with these Guidelines will be approved without delay.

Where house designs and plans do not comply with these Guidelines the DRP will assist to identify amendments that may be required to achieve compliance.

The DRP for Acacia Village may also approve plans that do not strictly comply with these Guidelines, if they are of the opinion the house design or plans demonstrate design merit or will meet the broader objectives of the Guidelines in enhancing the urban design quality of Acacia Village.

- Read and familiarise yourself with the Acacia Village Design Guidelines
- Select or design your house plan with a builder or architect which complies with these Guidelines
- Submit your plans to the Acacia Village Design Review Panel for Developer Approval
- Once plans are stamped "approved", they will need to be submitted to a Building Surveyor for Building Approval
- Once the Building Permit is approved, construction may commence
- Front landscaping including fencing must be completed within 30 days of occupancy

2.0 PLANNING & DESIGNING YOUR NEW HOME

2.1 ALLOWABLE LAND

- Further subdivision is not permitted.
- Unless otherwise specified, only one dwelling is permitted.
- Dual occupancy permitted on allocated lots only.

2.2 CONSTRUCTION TIME

- Construction of your home must commence within 6 months of land settlement and be completed within 12 months from the date of commencement of construction.

2.3 ORIENTATION & SITING

- The correct siting and orientation of your house can result in minimising the summer heat and harnessing the winter warmth. This will result in comfortable living throughout the year and also reducing running costs.
- Private living areas are encouraged to be located on the Northern side of your land.
- Lots greater than 300m² must comply with all ResCode requirements found in the most current Building Regulations.
- Lots less than 300m² must comply with all requirements of the Small Lot Housing Code.

2.4 SETBACKS

Front Setback

- Minimum 4.0m setback required from the front street boundary to the main building line. The main building alignment is defined as the outer most projection of the building excluding: porches, porticos, balconies or similar entry features.

Side & Rear Setbacks

- Minimum 0–200mm or 1.0m setback required from the side boundaries to the dwelling as per current building regulations and housing code for applicable lot size.
- Minimum 2.0m setback required from the rear boundary to the dwelling.

Corner Setbacks

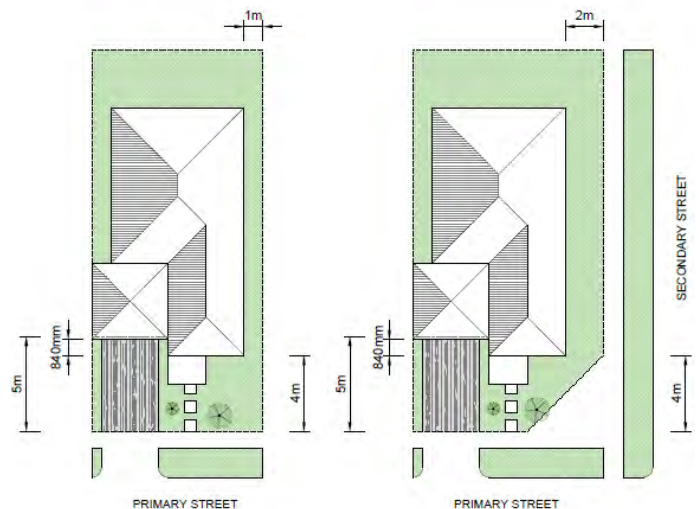
- Minimum 2.0m setback required from the secondary frontage to the dwelling.

Build to Boundary Requirements

- Built on boundary housing is permitted on the garage side of housing designs with a maximum continual wall length of 9m unless prior approval by DRC. All approvals submitted will be considered in line with current building regulations and the applicable small lot housing code.

Garage Setbacks

- Garages must be setback a minimum 5.0m from the front street boundary and a minimum 840mm from the main building alignment of the dwelling. The main building alignment is defined as the outer most projection of the building excluding: Porches, Porticos, Balconies or similar entry features.



2.5 DWELLING SIZE

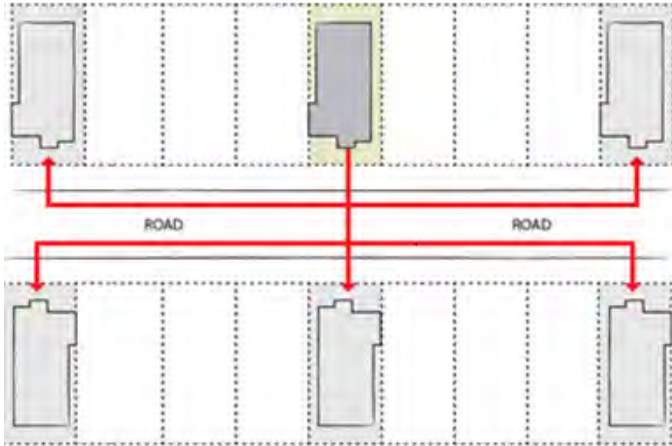
- For lots less than 300m², the minimum dwelling size is 100m² - excluding garage, porch, verandah, pergola, balcony or alfresco areas.
- For lots between 300m² - 450m², the minimum dwelling size is 120m² - excluding garage, porch, verandah, pergola, balcony or alfresco areas.
- For lots greater than 450m², the minimum dwelling size is 150m² - excluding garage, porch, verandah, pergola, balcony or alfresco areas.

2.6 CEILING HEIGHTS

Minimum 2550mm ceiling heights are required to all single storeys and ground floor of double storeys.

2.7 FAÇADE REPLICATION

- Two dwellings with similar facades are not permitted to be constructed within 3 lots on either side and directly opposite.
- Each home must have its own distinct feature elements that distinguish it from their neighbouring sites.



2.8 ARCHITECTURAL STYLE

- To ensure that high quality designs and finishes are used at Acacia Village, dwellings should have a modern contemporary style and facade.
- Decorative elements such as turned posts, finials and fret work should be minimised. All mouldings should be square or rectangular.
- Dwellings are encouraged to incorporate a high level of articulation to provide interesting streetscapes.

2.9 SUSTAINABILITY

The dwelling 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.

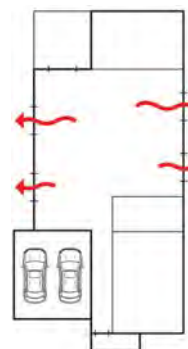
Consideration of the following principles are strongly encouraged:

- Where possible orientate living area to the north;
- Design to take advantage of passive solar heating and cooling by maximising north facing walls and glazing & providing reasonable shading of north facing windows;

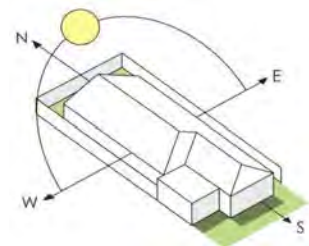
- Minimise east and west orientated glazing;
- Incorporate eaves to the roof design;
- Orientate your home to catch prevailing breezes and take advantage of cross ventilation (including internal doors);
- Consider landscaping to provide shade;
- Zoning of areas within the home so heating and cooling is provided only when required;
- All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the relevant rating tools such as Green Star (GBCA), NABERS and AccuRate;
- It is strongly encouraged that all internal light fittings such as but not limited to down lights, pendants, wall mounts allow for compact fluorescents or LED.

Consideration of the following principles are strongly encouraged:

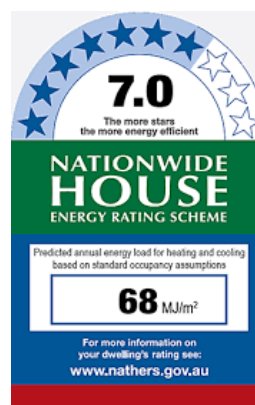
- Where possible, purchase appliances with Water Efficiency Labelling, the more stars the more water you will save;
- Incorporate water saving tap ware to all wet areas;



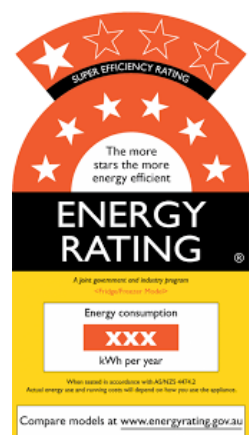
Ventilation



Orientation



House Energy Rating —
Minimum 6-Stars



Energy Rating for home appliances
The more stars the better

3.0 BUILDING APPEARANCE

3.1 ENTRY FEATURES

- An entry feature must be incorporated into the façade design of the home.
- The entry feature must be a suitable substantial covered structure such as a portico, porch or balcony.
- The entry must be clearly visible with direct access from the street frontage.
- The area of an entry must achieve a minimum 4m². The calculation of both the size and area dimensions can include the entry recess. Eaves are not to be included in the area calculation.
- Entries must be located on the main street frontage façade. Except where the lot falls under the Small Lot Housing Code.



3.2 MATERIALS

- The facade must incorporate a minimum of 3 different materials. A minimum of 20% of the façade must be a feature material other than brickwork. Feature materials are to be designed as a contrast to the brickwork. Suggested feature materials are:
 - Render;
 - Cladding;
 - Stacked stone.
- Materials used on the façade must return a minimum 1.0m on non-corner lots.
- Materials used on the façade must return to the fence line on all corner/reserve lots.
- The front façade of dwellings on lots 16m wide or greater must have a minimum of two rooms with windows facing the main street frontage.
- Unpainted metalwork is not permitted.
- Downpipes, Gutters and Fascia must be colour coordinated with the remainder of the façade.



Cladding



Render



Stack Stone



Bricks

3.3 ROOF

- Pitched, Skillion & Gable roof forms are strongly encouraged.
- Where the roof is pitched the pitch must be a minimum 22°.
- Flat roofs are permitted under architectural merit.
- Roofs must be constructed from terracotta, slate or concrete tiles.
- Colorbond roofing is permitted. Zincalume corrugated iron sheeting is prohibited.
- Roof colours are to be of neutral tones.
- Dwellings must have eaves with a minimum depth of 450mm to all facades visible to the street.
- Eaves must return a minimum 1.0m on all non-corner allotments and the full length to all corner/reserve allotments.
- Eaves are not required where a parapet wall is constructed or the home/garage wall is built to the boundary.

3.4 COLOURS

- The external colour scheme of your home should be neutral tones that blend in with the surrounding environment.
- Muted tones are preferred.
- Galvanised steel or reflective finishes are not permitted.

3.5 TREATMENT ON CORNER LOTS

- Secondary frontages that face a side street or reserve must flow with consistent material and finishes as used on the primary façade. Ideally the façade feature used on the primary façade would continue on the secondary façade.
- The side street elevation facing either a corner or reserve must include:
 - Feature windows matching the style of the windows on the front façade. Windows alone will not be a satisfactory solution for corner treatment;
 - A design feature is required to accompany the matching windows;
 - The same materials and colours;
 - Highlight windows are discouraged.
- Treatment to the secondary frontage must return along the boundary to meet the fence line.
- Windows on the first floor of double storeys should all match in style.
- Blank walls facing the side street are not permitted.



Skillion



Gable



Pitched



3.6 DUAL OCCUPANCY

- Dual occupancy homes are permitted on allocated lots. Each development is required to conform to the Acacia Village Design Guidelines set-out in this document and the Plan of Subdivision restrictions. Furthermore, the below requirements are to be adhered to and will replace the specific requirements within.
- The façade of each dwelling must incorporate similar aspects. (Replaces 2.6)
- An entry feature is required to have a minimum depth and width of 1.0m. (Replaces 3.1)
- Materials including eaves used on the façade must return a minimum 450mm. (Replaces 3.2)
- Where one dwelling faces the side street, corner treatment is required to return along the side street elevation to meet the fence line. (Replaces 3.5)



3.7 GARAGES

- Garage openings must be no more than 40% of the width of the lot frontage. In the case of a double storey dwelling on a lot with a frontage of less than 12m, a garage opening must not exceed 25% of the area of the front façade of the dwelling.
- Garage doors facing a street frontage must be sectional overhead or panel style and colour coordinated with the dwelling. Roller Doors are not permitted where visible.
- Triple garages are permitted where the lot width is 16m or greater. The third garage must be setback a minimum 840mm from the double garage.
- Carports are only permitted where they cannot be seen by the public.



Slimline



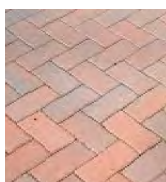
Sectional



Tilt Panel

3.8 DRIVEWAYS

- Driveways must be fully constructed within 14 days of occupancy.
- Acceptable driveway construction materials are: coloured concrete, brick or concrete pavers, exposed aggregate.
- Plain concrete driveways and front paths are not permitted.
- The driveway shall be no wider than the total width of the garage and tapers to match the width of the crossover.
- A minimum 500mm Landscape strip is required between the driveway and the side boundary.
- Only one driveway is permitted per lot. Excludes dual occupancy construction.
- Crossover relocations are permitted with the approval from the Relevant Authority. All costs associated with the crossover relocation are at the lot owner's expense.



Brick Pavers



Exposed Aggregate



Coloured Concrete

3.9 FENCING

Side, Return & Rear Boundary Fencing

- Side, return and rear boundary fences behind the building alignment are required to be 1.8m in height and constructed from Colorbond® in colour 'Woodland Grey®' and profile 'Good Neighbour Superdek®'.
- Side fences along common lot boundaries must be located 1.0m behind the building line of the home which faces the primary frontage.

Fencing on Corner or Reserve Lots

- Side fences along a secondary frontage are required to be 1.8m in height and constructed from Colorbond® in colour 'Woodland Grey®' and profile 'Good Neighbour Superdek®'.
- Side fences along corner or reserve boundaries must be located 4.0m behind the main building line.

Front Boundary Fences

- Front fencing must be of an open style nature.
- Post and or piers of the front fence must not exceed 1.2m in height. Inserts must not exceed 1.0m.
- Materials must be of :
 - Piered brick or masonry piers with steel, timber or aluminium slat infill;
 - Post and railing with decorative pickets.



4.0 LANDSCAPING

4.1 FRONT YARD 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 should embrace the natural selection with native plants that reflect the Wollert landscape. Indigenous plants will thrive in the local climate and require less watering than other species.

- Impermeable areas (hard surfaces) should not dominate front yard designs and should be limited to essential areas such as driveways and pathways;
- 60% of the front landscape should be vegetated garden beds, turf and permeable surface materials.
- The following must be provided within your front yard landscape:
 - 2 canopy trees with a minimum span of 4m at mature age (300mm—400mm pots);
 - 40 Shrub like plant (150mm pots); and
 - 20 groundcovers (tubestock size minimum)
- Garden beds should be mulched and where mulch is used, it must be natural in colour.
- Turf should be warm season species. Synthetic grass where visible is not permitted.
- It is the responsibility of the lot owner to establish and maintain turf on nature strips. No crushed rock or Lilydale toppings permitted.
- Front gardens must be fully landscaped within 30 days of the completion of the construction of your home.
- 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.
- Letterboxes are required to be constructed in accordance with Australia Post standards. No Single Post letterboxes permitted.

Information on Indigenous planting for your local area can be found at:

www.whittlesea.vic.gov.au/media/1247/indigenous-plant-list.pdf



4.2 SHEDS & OUTBUILDINGS

- If less than 10m² in area, sheds and outbuildings must not be visible to the public;
- If greater than 10m² in area, sheds and outbuildings must match or complement the appearance of your home with materials and colours.

4.3 SCREENING

- Ancillary structures and elements must not be visible to the public. This includes but is not limited to:
 - External hot water units;
 - Ducted heating units;
 - Rainwater tanks;
 - Clotheslines;
 - Swimming pools;
 - External plumbing other than for rainwater tanks and downpipes;
 - Satellite dishes and TV aerials.
- Boats, caravans, trailers, commercial vehicles with a capacity of 2.5 tonne or greater or other recreational vehicles are not permitted to be parked on your property unless they are screened from public view.
- 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.
- Conduit used for electrical, gas, water & communication services must be no higher than 600mm from natural ground level and preferably not visible from public view.
- 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 unless approval from the Responsible Authority.



5.0 CONNECTIONS

5.1 RECYCLED WATER

- Acacia Village will provide infrastructure to enable supply of recycled water by Yarra Valley Water. All homes must include fittings and connections to the Acacia Village Recycled Water system, as specified by Yarra Valley Water.

5.2 NATIONAL BROADBAND NETWORK (NBN)

- Acacia Village will provide infrastructure to support telephone and high speed internet over the NBN. Ensure your builder is familiar with the home wiring requirements of the NBN.

6.0 DURING CONSTRUCTION

6.1 SIGNAGE

- Signage and hoarding boards advertising businesses and products are not permitted. Builders' signs of a maximum 600mm x 600mm are permitted as required on lots during the course of construction and must be removed upon completion of construction.

6.2 TEMPORARY STRUCTURES

- Builders' structures such as site sheds, site toilets, power generators and security cameras are permitted as necessary on lots during the course of construction and must be removed upon completion of construction.



7.0 LOT MAINTENANCE

- Under the Whittlesea Building Code a person undertaking building works must provide the following:
 - A toilet;
 - A rubbish container;
 - Site fencing;
 - Site identification.
- A person undertaking building works must ensure all litter and building waste must be secured in a skip or a cage with a lid to prevent it from blowing away. It must be emptied during, and at the end of construction.
- A person undertaking building works or the operator of any vehicle associated with such works must not allow sediment, slurry, mud, clay or debris from the building site to be deposited in or on any public place or road.
- A person undertaking building works must notify Council in writing before the commencement of the works of any damage to any road or other Council assets likely to be affected by the works (Damage to any of these assets which exists after the completion of the building works will be deemed to be caused by and must be repaired by the person undertaking the building works.)
- Dumping of rubbish (including building materials and site excavation material) on vacant allotments is illegal.
- Grass and weed growth on vacant allotments is the responsibility of the property owner. Regular slashing or mowing of the grass must be maintained by the property owner. Property owners who don't comply with this requirement could receive a fine from Whittlesea Council.
- Council's Authorised Officers can take enforcement action if the Local Law is breached. Notices to Comply can be served requiring a bin or toilet to be placed on the land and Penalty Notices can be issued for committing the offence of not providing the bin or toilet.

For more information on local laws and penalties relating to building sites refer to Whittlesea Council's website:

www.whittlesea.vic.gov.au



8.0 APPLICATION FORM

Acacia Village Design Approval Application Form

Complete the application form and provide with your submission for Developer Approval.

Lot Number	
Owner's Name	
Current Post Address	
Contact Number	
Builder's Name	
Contact Name & Number	

Documents required to be submitted for approval to the Acacia Village Design Review Panel (A3 Size):

- Completed Application Form
- Completed Builder's Checklist
- External Colour Schedule
- House Plans: Site plan (min scale) 1:200 including: setbacks, Site Levels (contours), extent of earthworks, FFL to House and Garage. All Fencing location, material and heights. Dimensioned Floor Plans (min scale 1:100)
- All Elevations (min scale 1:100). Elevations are to include building and wall heights, roof pitches, eave size, ceiling heights and external fixtures
- Landscape Concept Plan

9.0 BUILDER'S CHECKLIST

ITEM	YES	NO	N/A
One dwelling per lot			
Subdivision not permitted			
Dual Occupancy permitted on allocated lots			
Dwelling will commence construction within 6 months of settlement and be completed within 12 months from construction commencement			
Setbacks comply with relevant regulations—ResCode or Small Lot Housing Code			
Lots under 300m ² minimum dwelling size is 100m ²			
Lots between 300m ² - 450m ² minimum dwelling size is 120m ²			
Lots greater than 450m ² minimum dwelling size is 150m ²			
Minimum ceiling height is 2550mm to single storey or ground floor of double storey homes			
The same façade not used within 3 lots of one another			
Modern contemporary façade			
Decorative elements kept at a minimum			
Mouldings are square or rectangular in style			
Dwelling has been designed to minimise the impact on the environment and to achieve the minimum legislative energy efficiency requirements			
Entry feature incorporated into façade, clearly visible with direct access from the street frontage			
Entry area is a minimum 4m ²			
A minimum 3 materials have been used on the façade			
A minimum 20% of the façade has a feature material other than brickwork			
Materials used on the façade return 1.0m on non-corner lots			
Materials used on the façade return to the fence line on corner lots			
Two rooms with windows are provided on the façade on lots with a width greater than 16m			
Unpainted metalwork has not been used			
Downpipes, gutters and fascia are colour coordinated with the dwelling			
Pitched, skillion or gable roof style used			
Roof pitch is a minimum 22°			
Roofing material is either: terracotta, slate or concrete tiles, colorbond			
Zincalume corrugated iron has not been selected			
Roof colour is neutral in tone			
Minimum 450mm eaves are provided to the façade with a minimum 1.0m return on non-corner lots and full length on secondary frontage			
External colour scheme is neutral in tone			
Galvanized steel or reflective finishes have not been used			
Consideration has been given to the elevation on the secondary frontage			
Feature windows match those used on the primary façade			
A design feature has been provided to the secondary frontage			

ITEM	YES	NO	N/A
Corner treatment returns to the fence line			
No blank walls where visible			
Dual occupancy permitted on selected lots and complies with guidelines			
Garage is setback a minimum 840mm behind the main building line			
Minimum one car lock up garage			
Garage opening does not exceed 40% of the lot width			
Double storey garage on lots 12m or less does not exceed 25% of the façade area			
Sectional overhead or panel lift doors used on garage where visible			
Triple garage permitted on lots with a width greater than 16m			
Carport is not visible to the public			
Driveway will be constructed with 14 days of dwelling occupancy			
Driveway constructed from coloured concrete, brick or concrete pavers or exposed aggregate			
Driveway is no wider than the garage and tapers to the crossover width			
Minimum 500mm landscape strip provided including dimension			
One driveway only, excluding dual occupancy			
Council consent provided for crossover relocation			
Side, return and rear boundary fences are behind the building alignment and constructed of 1.8m high Colorbond® Good Neighbour Superdek® in colour 'Woodland Grey®'.			
Side fences along common lot boundaries are a minimum 1.0m behind the building line of the dwelling			
Side fences along a secondary frontage are 1.8m high Colorbond® Good Neighbour Superdek® in the colour 'Woodland Grey®'			
Side fences along corner or reserve boundaries are 4.0m behind the building line.			
Front fencing is of an open style nature. And constructed of post and or piers of the front fence must not exceed 1.2m in height. Inserts must not exceed 1.0m in materials of pried brick or masonry piers with steel, timber or aluminium slat infill; Post and railing with decorative pickets			
Impermeable areas do not dominate the front yard			
60% of the front is garden beds, turf and permeable surface			
2 canopy trees have been provided			
40 shrubs have been provided			
20 groundcovers have been provided			
Where mulch is used it is in natural colours			
Crushed rock or Lilydale topping has not been used on nature strips			
Landscape will be completed within 30 days of occupancy			
Letterbox is not a single post			
Sheds or outbuildings less than 10m ² are not visible to the public			
Sheds or outbuildings greater than 10m ² are constructed with materials and colour that complement the dwelling			
Air conditioning units are not visible to the public. They are low profile and colour coordinated with the roof			
Solar panels are not located on the front facade			
The dwelling will be connected to Recycled Water			
The dwelling will be NBN ready			



ACACIA

VILLAGE

405 Epping Road, Wollert VIC

1800 440 473 | sales@acaciavillage.com.au | acaciavillage.com.au

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Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Lot on PS 833330H in the "Acacia Estate" situated at 405 Epping Road, Wollert 3750	
Vendor's name	Wollert Epping Developments Pty Ltd ACN 625 963 028 By its duly authorised agent Scott Damien Watson under section 126 Corporations Act 2001	Date 25/11/2020
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$3,000.00 per annum

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As shown on the draft Plan of Subdivision annexed to this Vendor Statement

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☒

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an 'X' ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X' ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X' ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☒

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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The following certificates, documents and attachments are annexed to this Vendor Statement:

Title Search, Statutory Declaration evidencing Vendor's right to sell the Land, proposed Plan of Subdivision, City of Whittlesea Land Information Certificate, Growth Area Infrastructure Contribution Certificate, Certificate pursuant to Section 58 of the Heritage Act 2017, Historic Mining Activity Form No. 692, Extract of EPA Priority Site Register, Land Tax Clearance Certificate in respect of parent land, Planning Property Report (Department of Environment, Land, Water & Planning), Planning Certificate issued under Section 199 Planning & Environment Act 1987, Planning Permit issued by City of Whittlesea for a stages multi lot subdivision

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

VOLUME 10262 FOLIO 462

Security no : 124085559767G
Produced 17/09/2020 12:27 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 341902E.

PARENT TITLES :

Volume 08739 Folio 595 Volume 09320 Folio 233

Created by instrument PS341902E 08/12/1995

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
AS982434G 12/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS982435E 12/02/2020
WESTPAC BANKING CORPORATION

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.

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

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390565G 01/07/2020

DIAGRAM LOCATION

SEE PS341902E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AT390565G	NOTICE	Registered
		02/07/2020

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

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

Street Address: 405 EPPING ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 28/02/2020

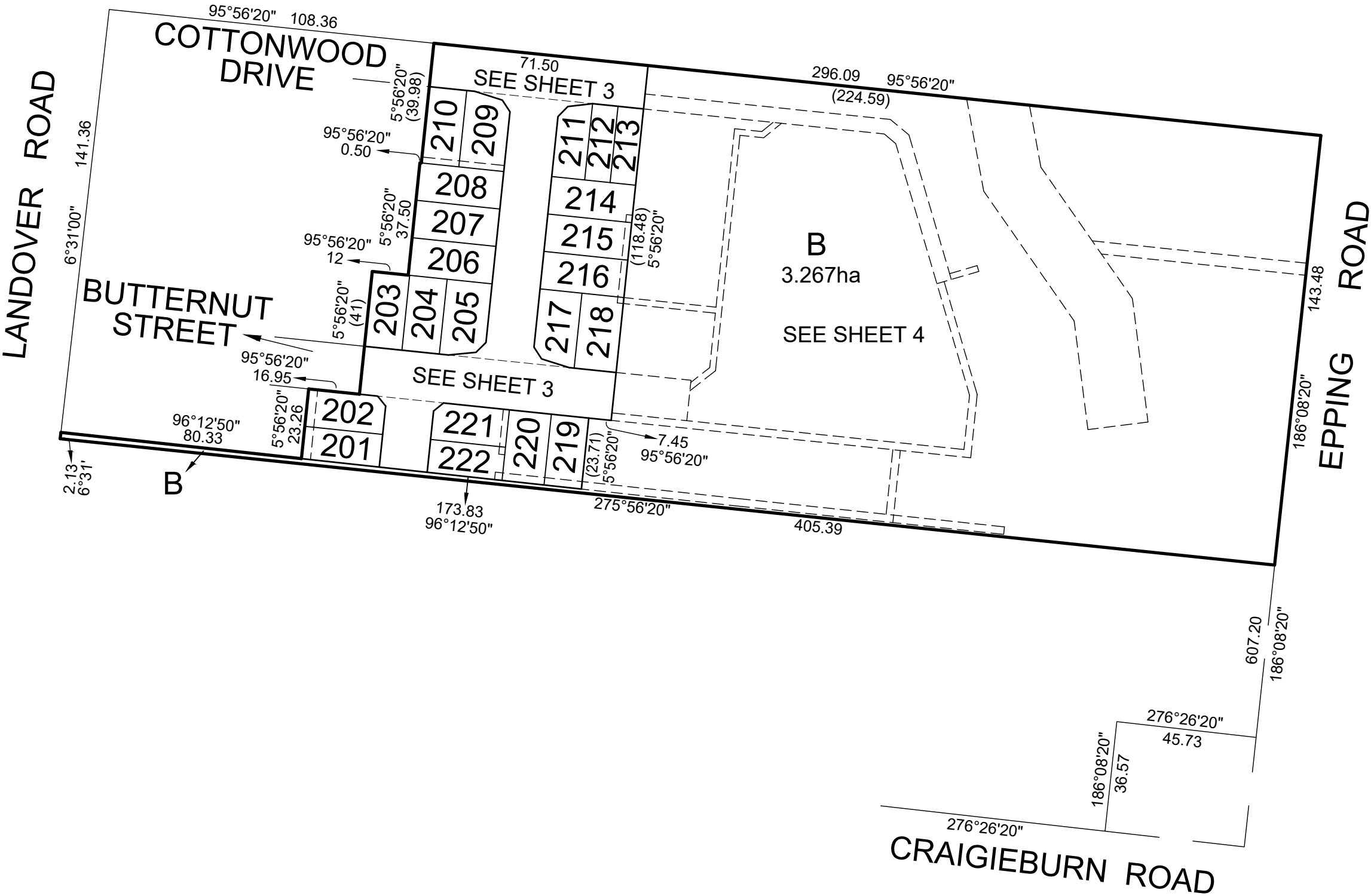
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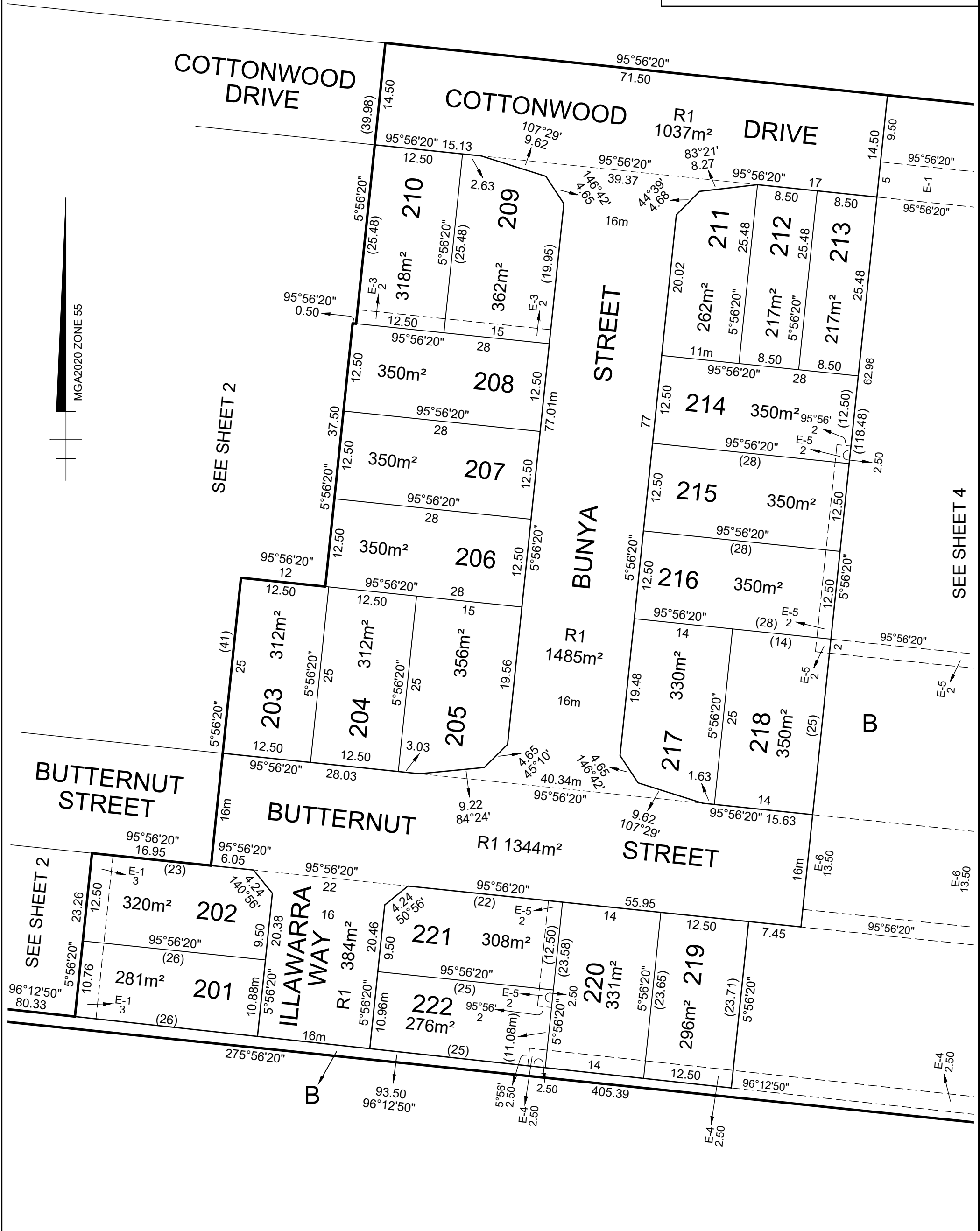
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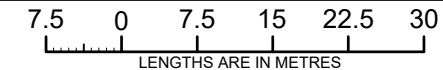
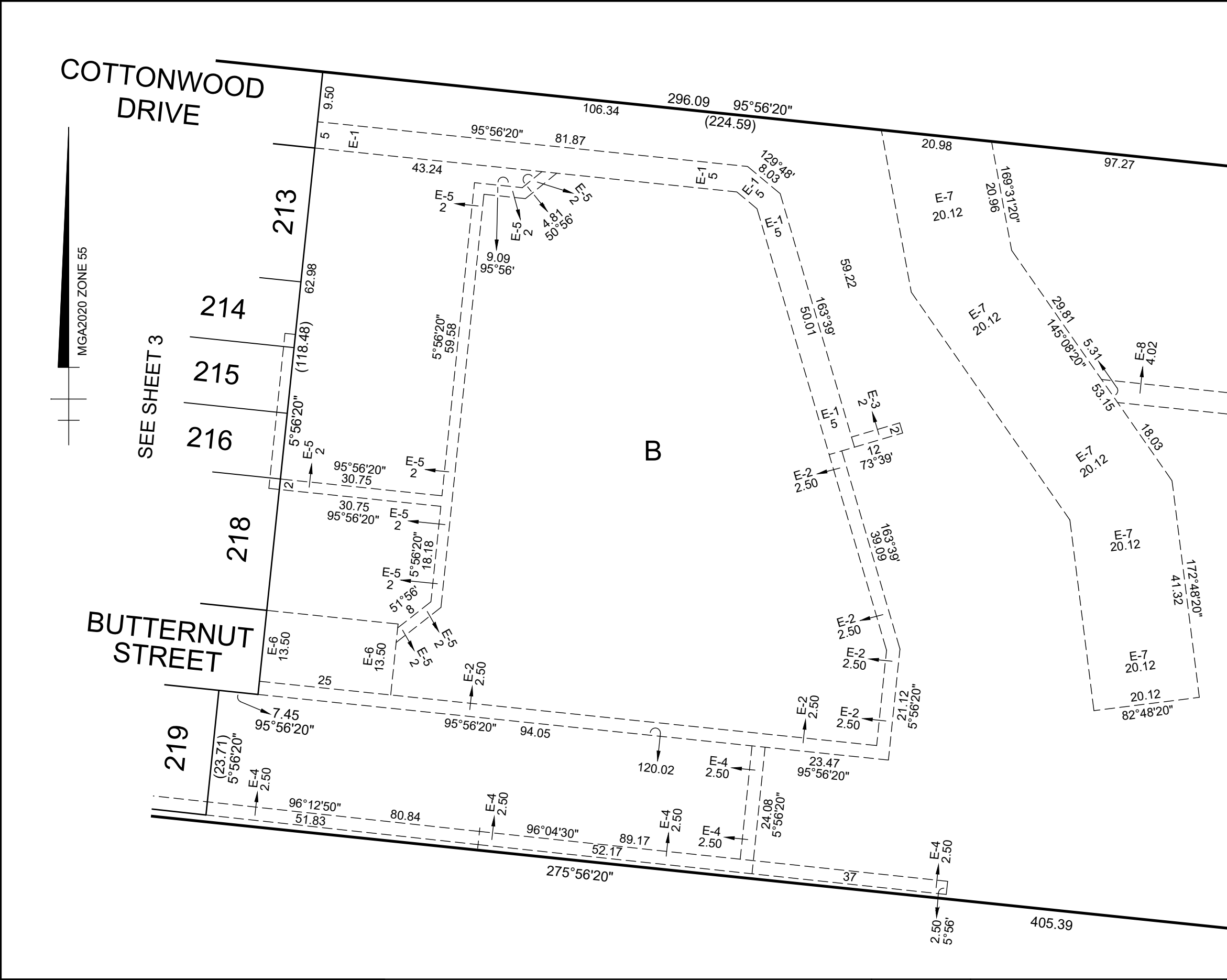
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PLAN OF SUBDIVISION				EDITION 1		PS833330H	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: --- SECTION: 19 CROWN ALLOTMENT: --- CROWN PORTION: 1 (PART) TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: Lot A on PS829732K POSTAL ADDRESS: 405 Epping Road (at time of subdivision) WOLLERT VIC 3750 MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55 (of approx centre of land in plan) N: 5 836 550				Council Name: Whittlesea City Council Council Reference Number: 610101 Planning Permit Reference: 718154 SPEAR Reference Number: S143141C Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 26/03/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Angela Cuschieri for Whittlesea City Council on 21/09/2021			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		Lots 201 to 222 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C & D on Sheets 5 to 7 of this plan for details. OTHER PURPOSE OF PLAN To Remove easements E-1, E2 and E-3 created on PS829732K in so far they lie within Road R1 herein. GROUNDS FOR REMOVAL: By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.			
Road R1		Whittlesea City Council					
NOTATIONS							
DEPTH LIMITATION: Does Not Apply							
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 718154 This survey has been connected to permanent marks no(s) PM42 and PM43 In Proclaimed Survey Area no .74							
ACACIA VILLAGE - Stage 2 Area of Release: 1.120ha No. of Lots: 22 Lots and Balance Lot 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	See Diagram	PS829732K	Whittlesea City Council			
	Sewerage			Yarra Valley Water Corporation			
E-2	Sewerage	2.50	PS829732K	Yarra Valley Water Corporation			
E-3	Drainage	2	PS829732K	Whittlesea City Council			
E-4	Sewerage	See Diag.	This Plan	Yarra Valley Water Corporation			
E-5	Drainage	2	This Plan	Whittlesea City Council			
E-6	Drainage	13.50	This Plan	Whittlesea City Council			
	Sewerage			Yarra Valley Water Corporation			
E-7	Drainage	20.12	LP81972	Land in LP81972			
E-8	Drainage	4.02	LP81972	Land in LP81972			
<div>TAYLORS</div> <div>Urban Development Built Environments Infrastructure</div> <div>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168</div> <div>Tel: 61 3 9501 2800 Web: taylorstds.com.au</div>			SURVEYORS FILE REF: Ref. 21408-S2 Ver. 9		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 7
			Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (9), 25/08/2021, SPEAR Ref: S143141C				





PS833330H



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.

LAND TO BE BURDENED: See Table 1 below.
LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF 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 with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

NOTE:

Restrictions A(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
202	201
203	204
204	203, 205, 206
205	204, 206
206	204, 205, 207
207	206, 208
208	207, 209, 210
209	208, 210

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
210	208, 209
214	211, 212, 213, 215
215	214, 216
216	215, 217, 218
217	216, 218
218	216, 217
220	219, 221, 222
221	220, 222

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.

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF 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 garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

NOTE:

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
201	A	202
211	A	212, 214
212	A	211, 213, 214
213	A	212, 214
219	A	220
222	A	220, 221

CREATION OF RESTRICTION 'C'

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.

LAND TO BE BURDENED: Lots 201 to 222 on this plan.
LAND TO BENEFIT: Lots 201 to 222 on this plan.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
2. 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 Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

CREATION OF RESTRICTION 'D'

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.

LAND TO BE BURDENED: See Table 3 below.
LAND TO BENEFIT: See Table 3 below.

DESCRIPTION OF RESTRICTION

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

Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house other than a dwelling house with at least one side of the dwelling with a minimum clearance of 1.0m from the side boundary.

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
219	220
220	219, 221, 222

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

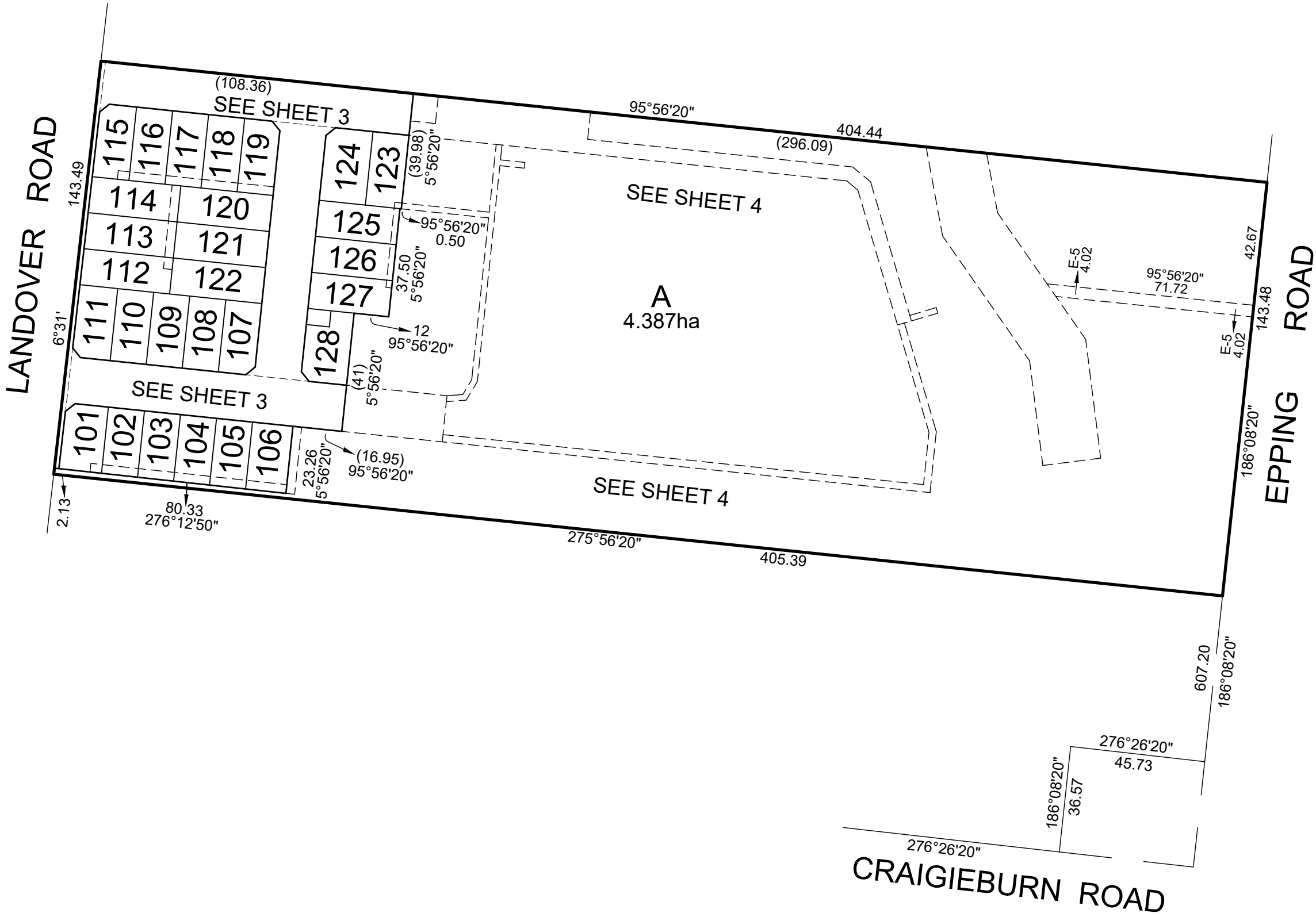
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Document Identification	PS341902E
Number of Pages (excluding this cover sheet)	2
Document Assembled	19/06/2019 11:38

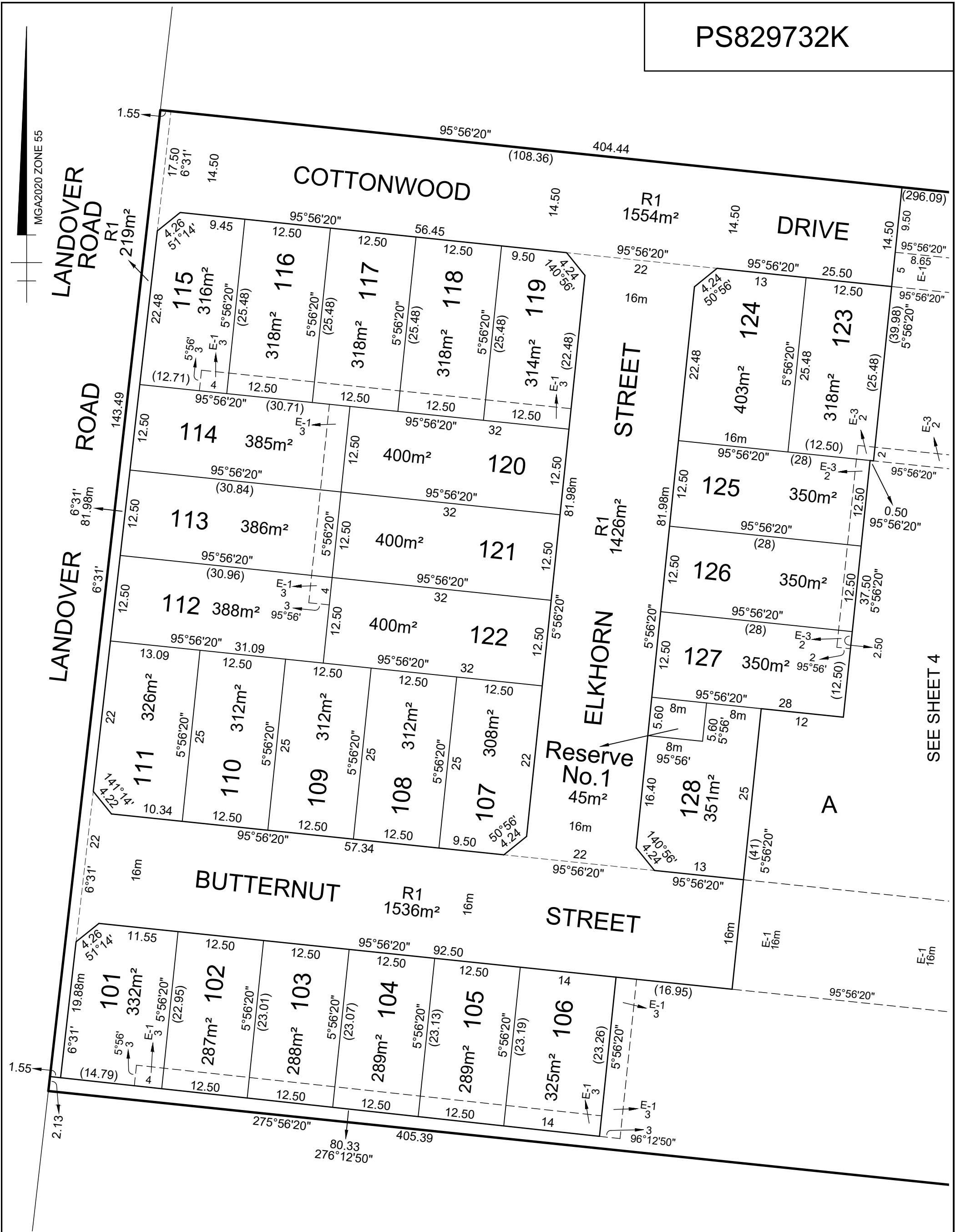
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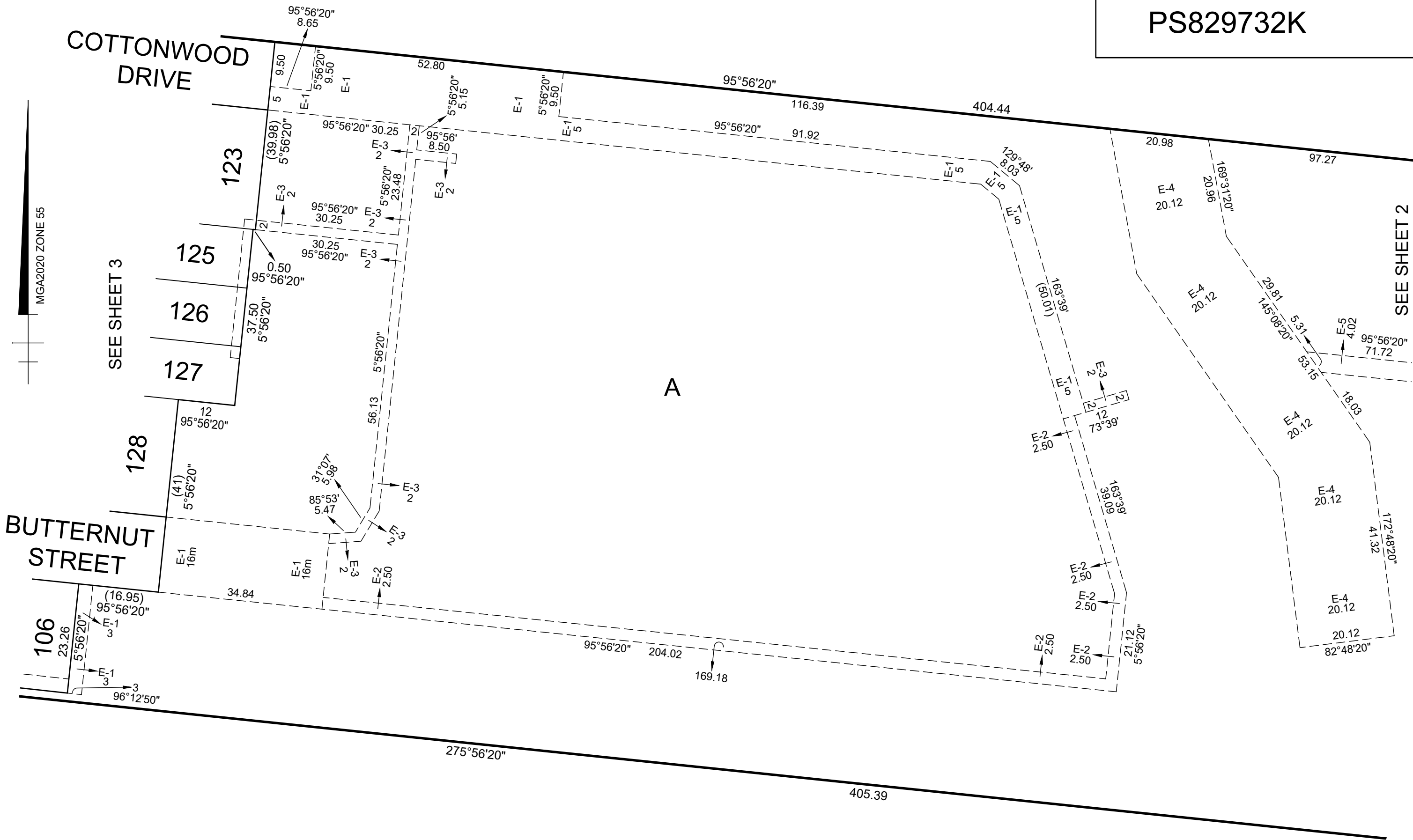
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			EDITION 1		PS829732K	
LOCATION OF LAND			Council Name: Whittlesea City Council			
PARISH: WOLLERT			Council Reference Number: 610099			
TOWNSHIP: ---			Planning Permit Reference: 718154			
SECTION: 19			SPEAR Reference Number: S142375H			
CROWN ALLOTMENT: ---			Certification			
CROWN PORTION: 1 (PART)			This plan is certified under section 11 (7) of the Subdivision Act 1988			
TITLE REFERENCE: Vol. 10262 Fol. 462			Date of original certification under section 6: 26/03/2020			
LAST PLAN REFERENCE: Lot 2 on PS341902E			Public Open Space			
POSTAL ADDRESS: 405 Epping Road			A requirement for public open space under section 18 of the Subdivision Act 1988			
(at time of subdivision) WOLLERT VIC 3750			has been made and the requirement has not been satisfied at Certification			
MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55			Digitally signed by: Angela Cuschieri for Whittlesea City Council on 14/09/2021			
(of approx centre of land in plan) N: 5 836 550						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		Lots 101 to 128 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C & D on Sheets 5 to 7 of this plan for details.		
Road R1 Reserve No.1		Whittlesea City Council AusNet Electricity Services Pty Ltd				
NOTATIONS						
DEPTH LIMITATION: Does Not Apply						
SURVEY: This plan is based on survey.						
STAGING: This is not a staged subdivision. Planning Permit No. 718154						
This survey has been connected to permanent marks no(s) PM42 and PM43 In Proclaimed Survey Area no .74						
ACACIA VILLAGE - Stage 1						
Area of Release: 1.423ha						
No. of Lots: 28 Lots and Balance Lot A						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	Drainage	See Diagram	This Plan	Whittlesea City Council		
	Sewerage			Yarra Valley Water Corporation		
E-2	Sewerage	2.50	This Plan	Yarra Valley Water Corporation		
E-3	Drainage	2	This Plan	Whittlesea City Council		
E-4	Drainage	20.12	LP81972	Land in LP81972		
E-5	Drainage	4.02	LP81972	Land in LP81972		
TAYLORS		SURVEYORS FILE REF: Ref. 21408-S1 Ver. 10		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 7	
Urban Development Built Environments Infrastructure		Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (10), 25/08/2021, SPEAR Ref: S142375H				
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168						
Tel: 61 3 9501 2800 Web: taylorstds.com.au						





SEE SHEET 4



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.

LAND TO BE BURDENED: See Table 1 below.
LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF 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 with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

NOTE:

Restrictions A (2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
106	105
107	108, 122
108	107, 109, 122
109	108, 110, 112, 122
110	109, 111, 112
111	110, 112
112	109, 110, 111, 113, 122
113	112, 114, 121
114	113, 115, 116, 117, 120
115	114, 116
116	114, 115, 117

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
117	114, 116, 118, 120
118	117, 119, 120
119	118, 120
120	114, 117, 118, 119, 121
121	113, 120, 122
122	107, 108, 109, 112, 121
123	124, 125
124	123, 125
125	123, 124, 126
126	125, 127
127	126, 128
128	127

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.

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF 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 garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

NOTE:

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
102	A	101, 103
103	A	102, 104
104	A	103, 105
105	A	104, 106

CREATION OF RESTRICTION 'C'

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.

LAND TO BE BURDENED: Lots 101 to 128 on this plan.
LAND TO BENEFIT: Lots 101 to 128 on this plan.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
2. 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 Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

CREATION OF RESTRICTION 'D'

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.

LAND TO BE BURDENED: See Table 3 below.
LAND TO BENEFIT: See Table 3 below.

DESCRIPTION OF RESTRICTION

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

Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house other than a dwelling house with at least one side of the dwelling with a minimum clearance of 1.0m from the side boundary.

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105
112	109, 110, 111, 113, 122

TABLE 3 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
113	112, 114, 121
114	113, 115, 116, 117, 120
115	114, 116
116	114, 115, 117
117	114, 116, 118, 120
118	117, 119, 120
121	113, 120, 122

PLAN OF SUBDIVISION		STAGE NO. <hr/>	LTO use only EDITION 1	Plan Number PS 341902 E
----------------------------	--	--------------------	----------------------------------	-----------------------------------

<p style="text-align: center;">Location of Land</p> <p>Parish: WOLLERT</p> <p>Township: _____</p> <p>Section: 19</p> <p>Crown Allotment: _____</p> <p>Crown Portion: 1</p> <p>LTO Base Record:</p> <p>Title Reference: C/T's 8739/595 & 9320/233</p> <p>Last Plan Reference: LOTS 6 & 7 ON LP81972</p> <p>Postal Address: 405 EPPING ROAD (at time of subdivision) WOLLERT 3750</p> <p>AMG Co-ordinates E: 325600 Zone: 55 (of approx. centre of land in plan) N: 5836400</p>	<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: CITY OF WHITTLESEA Ref: 137394</p> <ol style="list-style-type: none"> This plan is certified under section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p><u>OPEN SPACE</u></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage.....</p> <p>Council delegate Council seal</p> <p>Date 7 / 4 / 95</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal</p> <p>Date / /</p>
--	--

Vesting of Roads and/or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations	
Staging	This is/is not a staged subdivision Planning Permit No. _____
Depth Limitation	: Does not apply

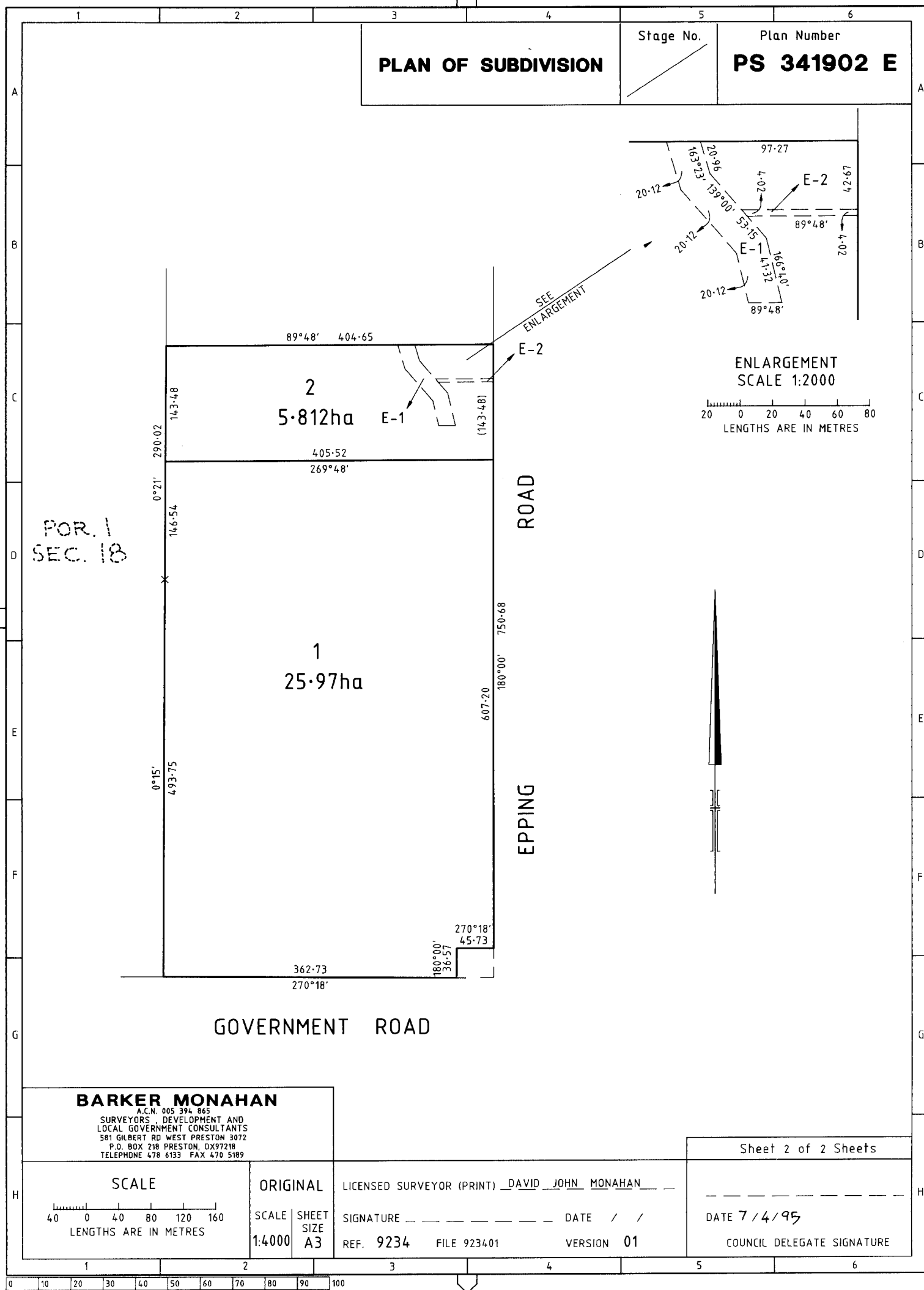
Survey This plan ~~is~~/is not based on survey

This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No. _____

Easement Information					LTO use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 20/ 11 / 95
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	20.12	LP 81972	LAND IN LP 81972	LTO use only PLAN REGISTERED TIME 11.45 AM DATE 8 / 12 / 95 Assistant Registrar of Titles Sheet 1 of 2 Sheets
E-2	DRAINAGE	4.02	LP 81972	LAND IN LP 81972	

<p style="text-align: center;">BARKER MONAHAN</p> <p style="font-size: small;">A.C.N. 005 394 865 SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT RD WEST PRESTON 3072 P.O. BOX 218 PRESTON, VIC 3072 TELEPHONE 478 6133 FAX 470 5189</p>	<p>LICENSED SURVEYOR (PRINT)..... DAVID JOHN MONAHAN</p> <p>SIGNATURE..... DATE 2 / 3 / 95</p> <p>REF 9234 VERSION 01</p>
---	---

<p>DATE 7 / 4 / 95</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3</p>
--



Date of issue
19/06/2019

Assessment No.
407346

Certificate No.
117689

Your reference
31910397-013-5

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2019

Section 229 Local Government Act 1989

Property location: 405 Epping Road WOLLERT 3750
Description: LOT: 2 PS: 341902E

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2018	1 July 2018	\$7,073,000	\$7,073,000	\$353,650

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2018 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2018	\$17,437.94
State CFA fixed charge Residential levied on 01/07/2018	\$109.00
State CFA levy Residential levied on 01/07/2018	\$410.23
Arrears to 30/06/2018	\$0.00
Interest to 19/06/2019	\$458.64
Other adjustments	\$2.88
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$18,288.63
Balance of rates & charges due:	\$130.06

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$130.06
--	-----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2107.

Council Offices
25 Ferres Boulevard
South Morang VIC 3752
Locked Bag 1
Bundoora MDC VIC 3083
ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

In accordance with section 175 (1) of the *Local Government Act* 1989, the purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

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

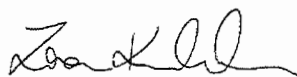
6. Other information:

Property owners and prospective purchasers should be aware that this property is serviced by a Septic Tank Waste disposal system. Certain restrictions and conditions apply to the Septic Tank System, waste disposal area and to any proposed development on the property. This includes tennis courts, in-ground pools, driveways, paths, sheds or any form of excavation or earth works. Any proposed extensions or alterations on the property may require alteration to the septic system to increase capacity. For further information contact Council's Health Department on 9217-2298.

Received the sum of \$26.30 being the fee for this certificate.



Certificate prepared by



Authorising Officer

A FIRE HAZARD REMOVAL NOTICE COULD BE
ISSUED AGAINST THIS PROPERTY
PLEASE CONFIRM ON DATE OF SETTLEMENT

This property may be subject
to a Supplementary Valuation.

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 407346



Phone 1300 301 185
Ref 407346



Billers Code **5157**
Ref 407346

Growth Areas Infrastructure Contribution Certificate



Certificate Id: 9646

Issue date: 27 June 2019

PART 1 – DETAILS OF APPLICANT

JMH Legal Consulting Pty Ltd
c/- Landata

PART 2 - LAND DETAILS

Land Address: 405 Epping Road
Wollert 3750

Details of Land Title:

Lot / Plan: Lot 2 / PS341902E
Volume / Folio: 10262 / 462

Municipality: Whittlesea
Land Type: Type B1
Land Area: 5.812 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

Total GAIC that would be imposed if a GAIC event were to occur in respect of the land in this financial year is
\$658,848.32

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at www.sro.vic.gov.au).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
- has been deferred,
- is subject to a staged payment approval,
- is affected by a work-in-kind agreement, or
- the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
- A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

For more information please contact:

State Revenue Office – GAIC enquiries Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856
Victorian Planning Authority – GAIC enquiries Mail Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	Internet www.vpa.vic.gov.au Email info@vpa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623



CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

JMH Legal Consulting Pty Ltd

**CERTIFICATE NO:
31910397**

**PROPERTY ADDRESS:
405 EPPING ROAD WOLLERT**

**PARCEL DESCRIPTION:
Lot 2 PS341902E**

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

**Ainsley Thompson
Business Support Officer (Certificates)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation dated 20 May 2019)

DATED: 19 June 2019

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



HISTORIC MINING ACTIVITY

Form No. 692

19 June, 2019

Property Information:

Address: 405 EPPING ROAD WOLLERT 3750

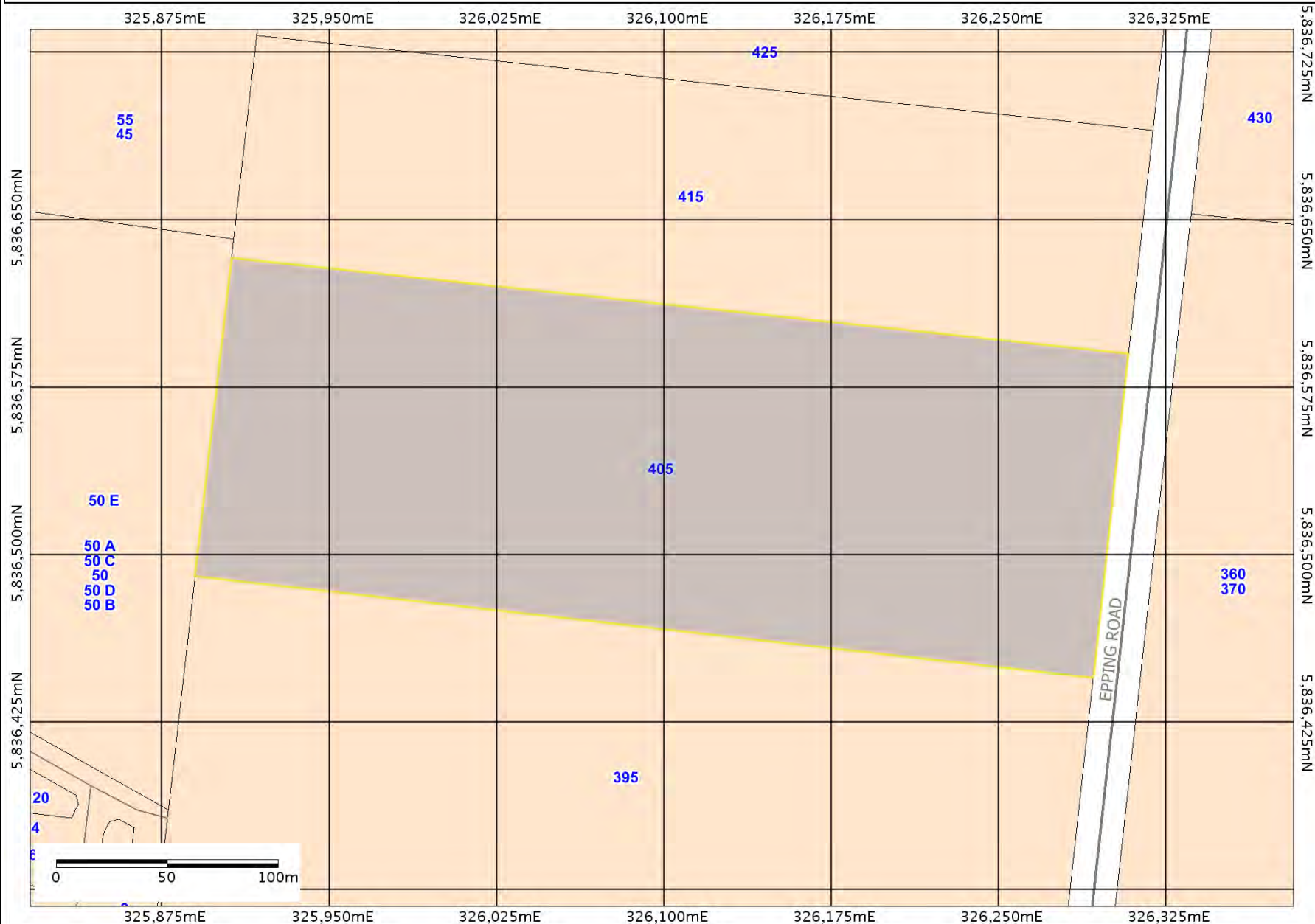
It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Jobs, Precincts and Regions
E-mail: erd_info@ecodev.vic.gov.au



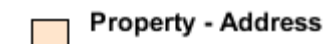
Legend

Towns (25K)

Roads (vmtrans)



Victoria Boundary (25K)



Disclaimer: This map is a snapshot generated from Victoria Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Generated from GeoVic 3

Map Created Wed Jun 19 2019 14:44:09 GMT+1000 (AEST)

Map Scale: 1:2,500
Projection: MGA 55



Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / JMH LEGAL CONSULTING PTY LTD

Your Reference:	2013244
Certificate No:	31058923
Issue Date:	19 JUN 2019
Enquiries:	ESYSPROD

Land Address: 405 EPPING ROAD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25575886	2	341902	10262	462	\$0.00

Vendor: COLLEEN BATTEN & BRUCE BATTEN
Purchaser: FOR RE-FINANCING PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS COLLEEN MAREE BATTEN	2019	\$7,073,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$7,073,000
SITE VALUE:	\$7,073,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 31058923

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$116,617.50

Taxable Value = \$7,073,000

Calculated as \$24,975 plus (\$7,073,000 - \$3,000,000) multiplied by 2.250 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 31058923

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 31058923

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Extract of EPA Priority Site Register

Page 1 of 1



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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 405 EPPING ROAD

SUBURB: WOLLERT

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 389 Reference B10
Melways 40th Edition, Street Directory, Map 389 Reference C10

DATE OF SEARCH: 19th June 2019

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 19 June 2019 11:39 AM

PROPERTY DETAILS

Address: **405 EPPING ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 2 PS341902**
Standard Parcel Identifier (SPI): **2\PS341902**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **407346**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 389 C10**

www.whittlesea.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/whittlesea

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

Note

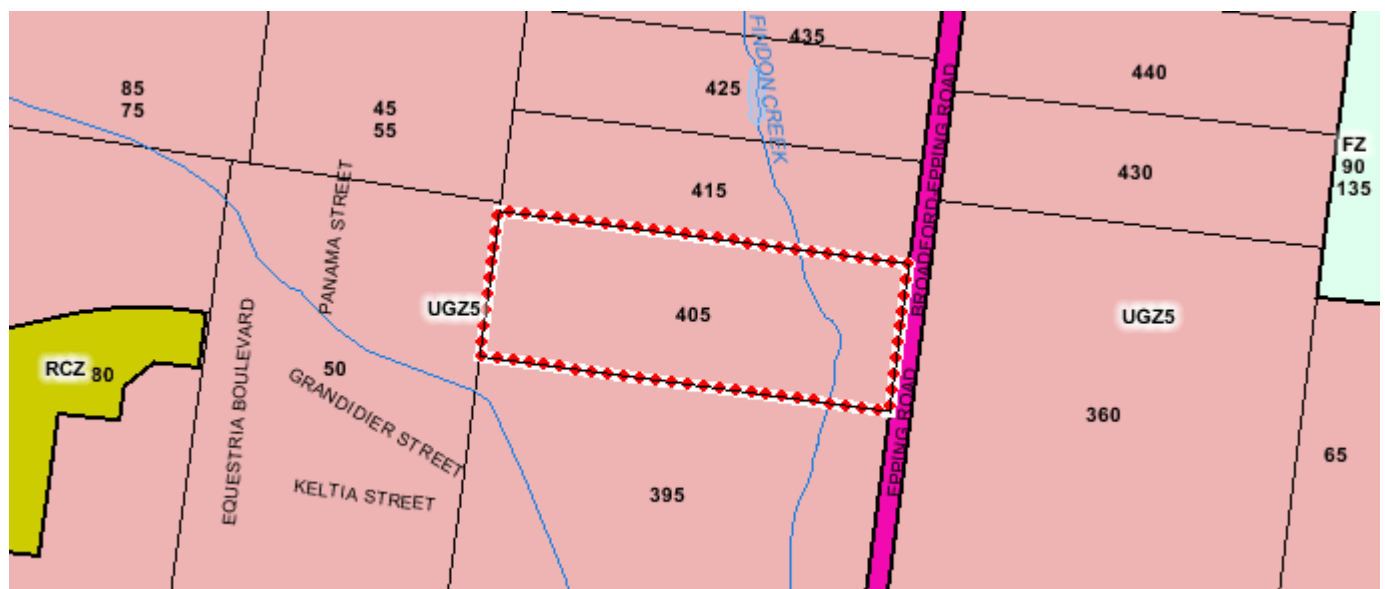
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this contribution go to Victorian Planning Authority

Planning Zones

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

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



FZ - Farming **RCZ - Rural Conservation** **RDZ1 - Road - Category 1**
UGZ - Urban Growth

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

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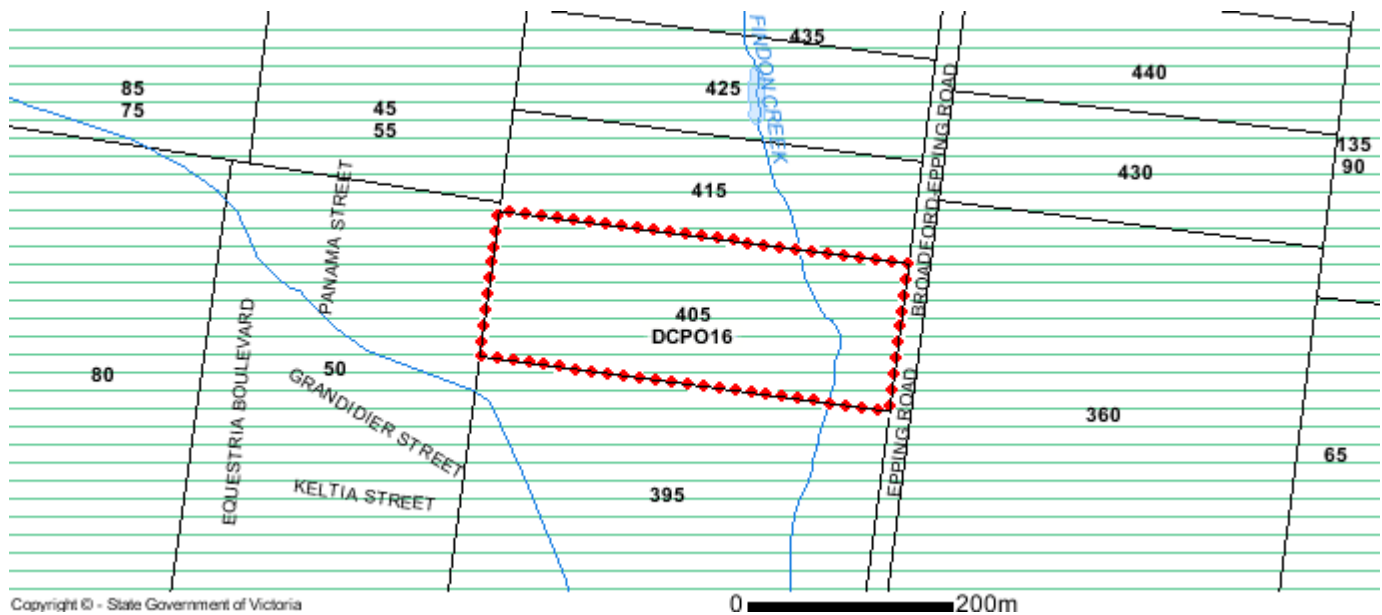
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)




 DCPO - Development Contributions Plan

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



 LSIO - Land Subject to Inundation

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

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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

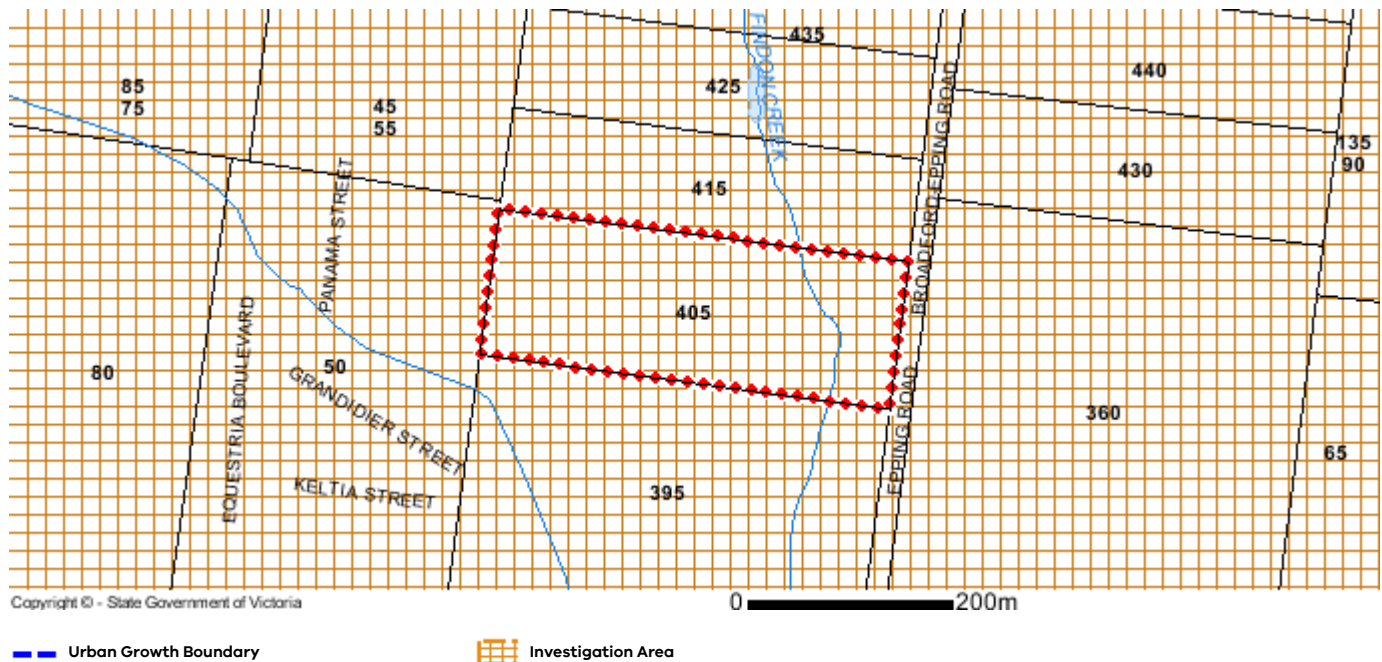


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

Investigation Area

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

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

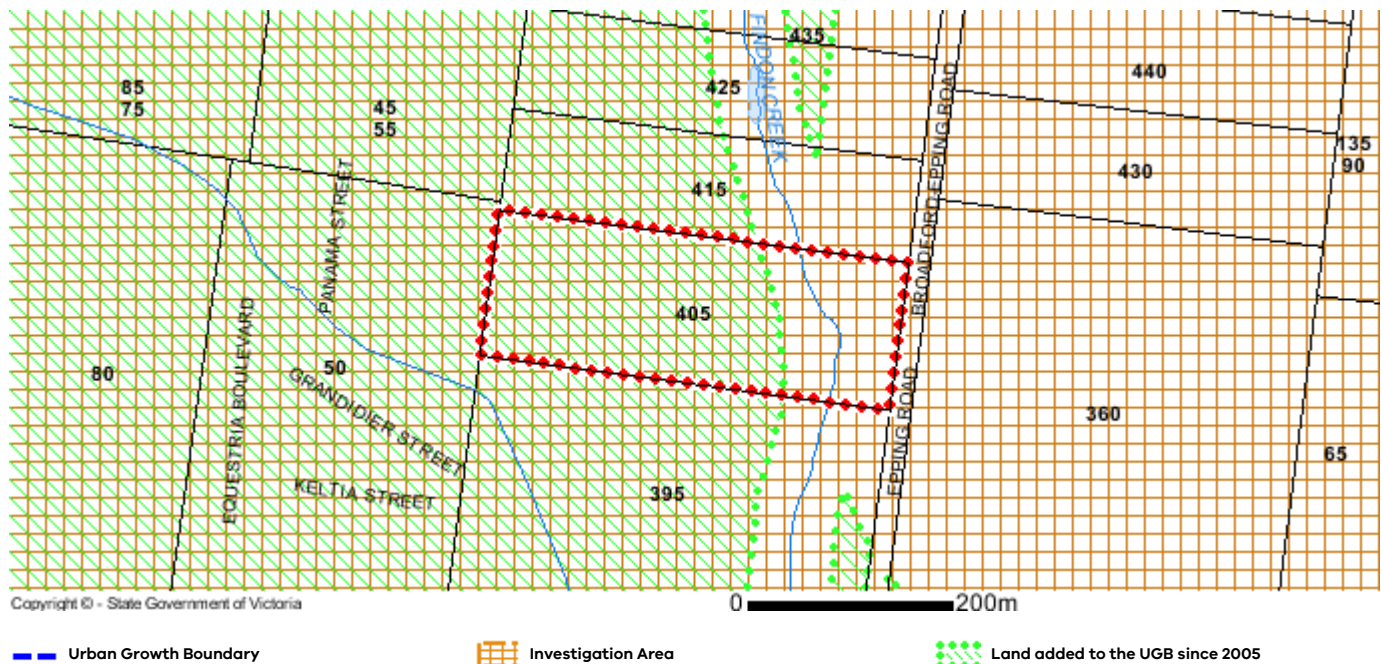


Growth Area Infrastructure Contribution

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

It may be subject to the Growth Area Infrastructure Contribution.

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



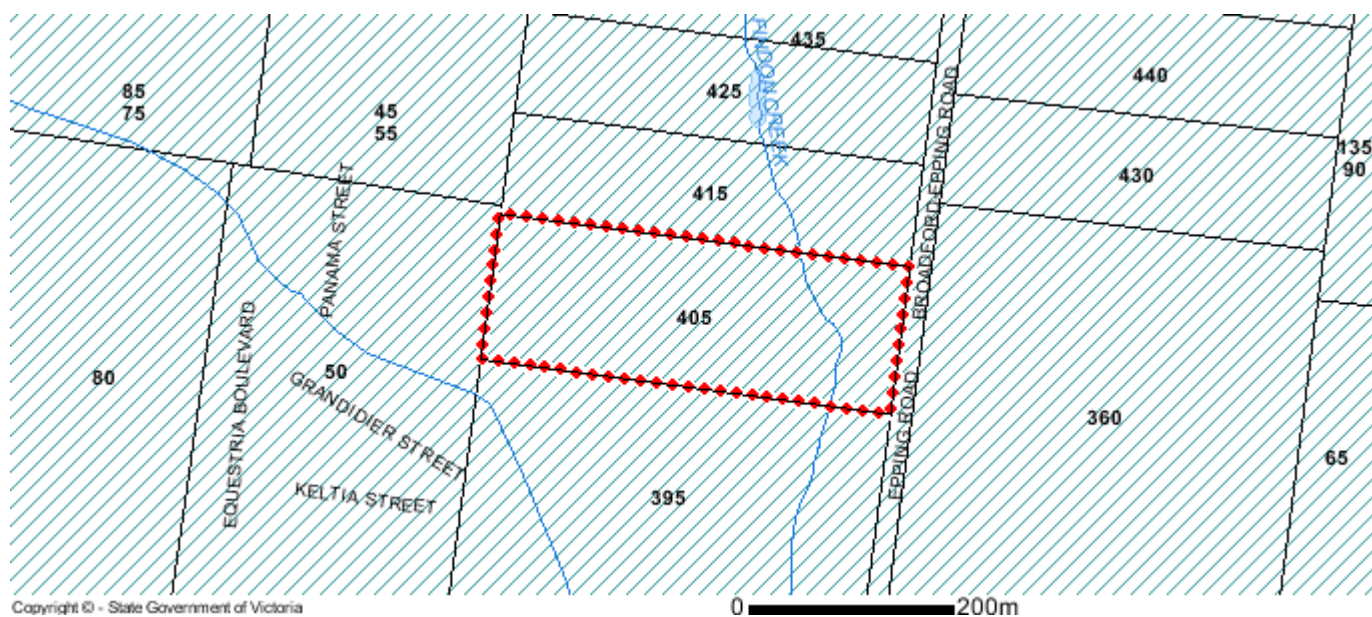
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Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



 Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT: 405 EPPING ROAD WOLLERT 3750

Page 5 of 8

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 12 June 2019.

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

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

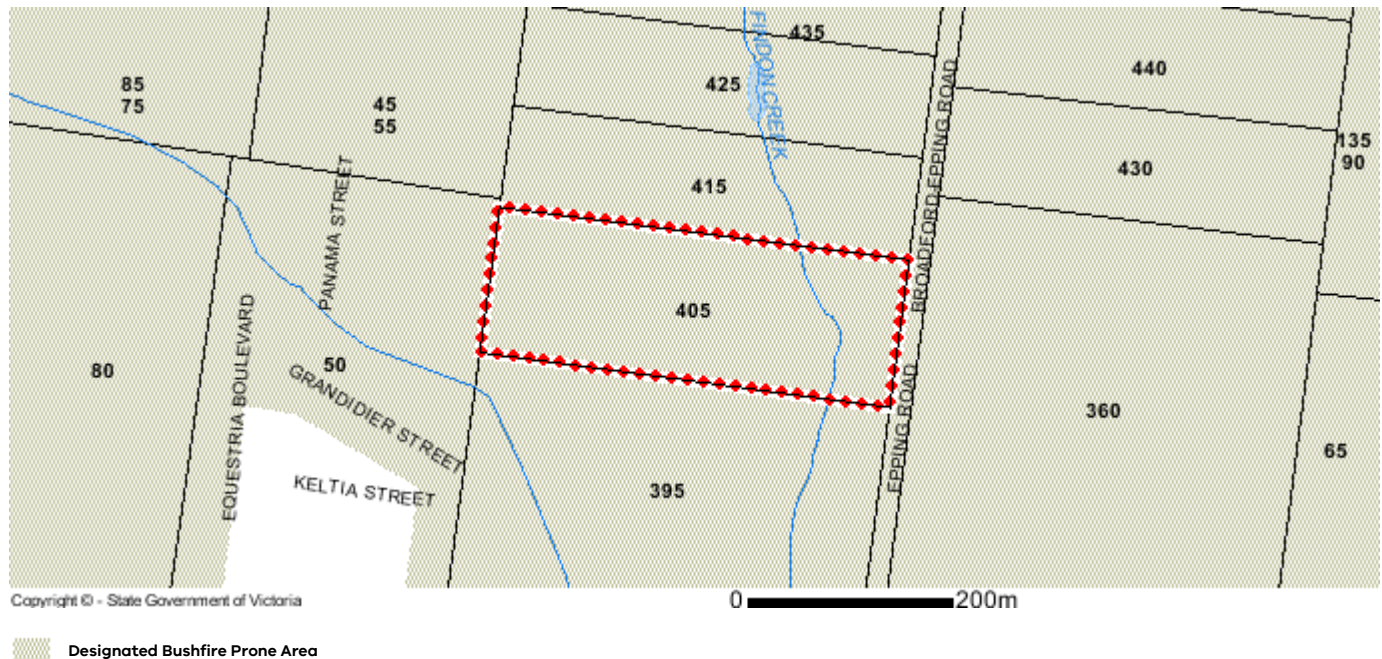
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

590918

APPLICANT'S NAME & ADDRESS

JMH LEGAL CONSULTING PTY LTD C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

BATTEN, COLLEEN MAREE

PURCHASER

WOLLERT EPPING DEVELOPMENTS
PTY LTD

REFERENCE

354388

This certificate is issued for:

LOT 2 PLAN PS341902 ALSO KNOWN AS 405 EPPING ROAD WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and abuts a ROAD ZONE CATEGORY 1
- and is INCLUDED IN AN INVESTIGATION AREA AND MAY BE SUBJECT TO A
GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE
INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE
CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

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

19 June 2019

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

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

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

PERMIT NUMBER: 718154



City of Whittlesea
PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

405 EPPING ROAD, WOLLERT
LOT: 2 PS: 341902E

THE PERMIT ALLOWS:

STAGED MULTI LOT SUBDIVISION, WORKS WITHIN A LAND SUBJECT TO INUNDATION OVERLAY, REMOVAL OF DRY STONE WALLS, REMOVAL OF NATIVE VEGETATION AND REMOVAL OF DRAINAGE EASEMENT IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

CONDITIONS TO BE SATISFIED PRIOR TO CERTIFICATION OF THE PLAN OF SUBDIVISION

1. Layout not altered

The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

2. Development Sequencing

Development sequencing must be in accordance with the endorsed Subdivision Masterplan, unless otherwise agreed in writing by the Responsible Authority.

3. Functional layout plan

Before the submission and approval of construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a functional layout plan for the subdivision or stage of subdivision, to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the functional layout plan will be

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endorsed and will then form part of the permit. Three copies of the functional layout plan must be drawn at a scale of 1:500 to acceptable drafting standards and an electronic copy (PDF) must be provided. The functional layout plan must be generally in accordance with the endorsed Subdivision Masterplan prepared by Taylors, Job no 21408, MP 7, Version B dated 16/01/19, but amended to show:

- a. a fully dimensioned subdivision layout, including proposed street names, approximate lot areas, lot numbers, open space areas, and widths of street reservations;
- b. topography and existing features, including contours for the subject land and any affected adjacent land;
- c. identification by survey of all trees (or group of trees) existing on the site, including dead trees and those that overhang the site from adjoining land;
- d. details of tree protection zones (TPZs), for all trees to be retained on site;
- e. all trees proposed for removal from the site (including dead native trees) clearly designated;
- f. typical cross-sections for each street type, dimensioning individual elements, services offsets and any other spatial requirements identified in the Wollert PSP;
- g. a table of offsets for all utility services and street trees;
- h. location and alignment of kerbs, indented parking spaces, footpaths on the subject land and between the subject land and the nearest other subdivision, shared paths on the subject land and between the subject land and the nearest other existing subdivision, bus stops and traffic controls;
- i. the proposed minor drainage network and any land required for maintenance access;
- j. the major drainage system, including any watercourse, lake, wetland, silt pond and/or piped elements showing preliminary sizing;
- k. overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
- l. drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance;
- m. preliminary location of reserves for electrical kiosks;
- n. traffic management plan showing sufficient notional (unmarked) on-street car parking spaces, at the rate of one space per lot, traffic control devices and large vehicle turning overlays.

4. Certification plan requirements

Before a plan of subdivision is certified under the *Subdivision Act 1988*, six copies of the plan including two signed heavyweight copies must be submitted to the Council, unless lodged electronically via SPEAR. The plan must show all bearings, distances, street names, lot numbers and any necessary easements and reserves, in accordance with the approved Functional Layout Plan.

5. Restriction on Plan of Subdivision

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Prior to the certification of the Plan of Subdivision, a restriction must be registered on the Plan of Subdivision for all lots, requiring that:

- a. the side wall of the first level of any dwelling on a corner lot must not be constructed:
 - i. less than 900mm from the ground level wall that faces a side street; or
 - ii. with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.
- b. any garage on a burdened lot must not be constructed less than 5 metres from the road alignment at the front of the lot; and
- c. development of lots with a width of 10 metres or less at the lot frontage must not contain any garage other than a single garage where access is proposed from the lot frontage.
- d. No dwelling or commercial building may be constructed on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

6. Subdivision permits that allow the creation of lot/s of less than 300 square metres

Prior to 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 provision of the *Small Lot Housing Code, August 2014* incorporated pursuant to Clause 81 of the Whittlesea Planning Scheme.

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.

7. Precinct Infrastructure Plan – Section 173 agreement

Prior to the certification of a plan of subdivision or at such other time which is agreed between Council and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:

- The implementation of the Public Infrastructure Plan approved under this permit.
- The purchase and/or reimbursement by the responsible authority of any provision of public open space in excess of the amount specified in the schedule to Clause 52.01.
- The timing of any payments to be made to the owner having regard to the availability of funds in the open space account.

8. Bushfire Management

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Before the certification of any subdivision plan, a Site Management Plan that addresses bushfire risk during, and where necessary, after construction must be submitted to and approved by the responsible authority. The plan must specify, amongst other things:

- a. The staging of development and the likely bushfire risks at each stage;
- b. An area of land between the development edge and non-urban areas consistent with the separation distances specified in AS3959-2009, where bushfire risk is managed;
- c. The measures to be undertaken by the developer to reduce the risk from fire within any surrounding rural or undeveloped landscape and protect residents and property from the threat of fire;
- d. How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

The plan must be carried out to the satisfaction of the responsible authority.

9. Kangaroo Management Plan

Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, Land, Water and Planning. Once approved the plan will be endorsed by the responsible authority and form part of the permit.

The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

10. Road network

Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.

Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road must be transferred to or vested in council at no cost to the acquiring agency unless funded by the incorporated *Wollert Development Contributions Plan, December 2016*.

11. Contamination Assessment

Prior to the certification of the Plan of Subdivision of any works associated with the subdivision, a contamination assessment of the entire subdivision area must be prepared by a suitably qualified and experienced person. The report must include recommendations and an implementation strategy to be undertaken by the developer in the event that any part of the subdivision (including within open space areas) is found to be contaminated in any way.

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The assessment must be submitted to and approved by and to the satisfaction of the Responsible Authority.

12. Implementation of the approved Site Contamination Assessment

Prior to the Certification of any Plan of Subdivision and any works commencing on site (including, but not limited to, early works), the recommendations of the Contamination Assessment endorsed under Condition 11 of this permit are to be undertaken on site. Written confirmation from a suitably qualified professional is to be provided to the Responsible Authority to verify that these works have been completed to the satisfaction of the Responsible Authority prior to the Certification of any Plan of Subdivision and any works commencing on site.

CONDITIONS TO BE SATISFIED PRIOR TO COMMENCEMENT OF WORKS

13. Landscape Masterplan

Prior to the approval of any construction plans (engineering plans), a landscape masterplan to the satisfaction of the responsible authority for the entire subdivision must be submitted to and approved by the Responsible Authority. When approved, the landscape masterplan will be endorsed and will then form part of the permit. The landscape masterplan must be drawn to scale with dimensions and three copies must be provided. The landscape masterplan must show:

- a. the overall landscaping theme to be developed for the subdivision;
- b. the type or types of species to be used for street tree planting in the subdivision;
- c. the principles of the proposed treatment of the open space and drainage reserves.

The endorsed Landscape Masterplan must be implemented to the satisfaction of the Responsible Authority.

14. Dry Stone Walls

Prior to the commencement of works, a Dry Stone Wall Management Plan must be prepared which responds to the relevant objectives, requirements and guidelines contained within the *Wollert Precinct Structure Plan December 2016* and outlines the ongoing management of dry stone walls.

The Dry Stone Wall Management Plan must include details of the methods of deconstruction and construction of dry stone walls. The Dry Stone Wall Management Plan must be to the satisfaction of the Responsible Authority.

15. Telecommunication Services Agreement

The owner of the land must enter into an agreement with:

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Responsible Authority: 

- a. 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
- b. 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 will not be provided by optical fibre.

16. Civil Engineering Plan, Landscape Works Plan and Site Management Plan

Before any works associated with the subdivision (or staged subdivision) commence, a detailed civil engineering plan, landscape works plan and a site management plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The civil engineering plan, landscape works plan and a site management plan will not be considered until the functional layout plan(s) for the relevant stage has been approved by the Responsible Authority, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the civil engineering plan, landscape plan and a site management plan will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must include:

- a. A civil engineering plan including:
 - i. specifications of the proposed works that are to become public assets within and outside of the subdivision as required by this permit;
 - ii. all necessary computations and supporting documentation, including a Certificate of Compliance (design) for any structure, traffic data, road safety audit and geotechnical investigation report;
 - iii. all details of works consistent with the approved functional layout plan, submitted landscape works plan and lodged plan of subdivision;
 - iv. design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt;
 - v. provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan;
 - vi. provision of public lighting and underground electricity supply within all streets;
 - vii. traffic control measures;
 - viii. provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers;

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- ix. provision of footpaths in all streets and reserves and between the subject land and the nearest other existing subdivision in accordance with the approved functional layout plan;
 - x. shared paths in accordance with the approved Development Plan within streets and reserves;
 - xi. provision of underground easement 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;
 - xii. the location and provision of vehicle exclusion mechanisms abutting reserves;
 - xiii. details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
 - xiv. appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision;
 - xv. provision for the utilisation of any surplus top soil from this stage;
 - xvi. permanent survey marks;
 - xvii. unless an alternative empty conduit network is being installed that is suitable for fibre optic infrastructure and the applicant has evidence of an access agreement between the carrier putting in the conduit and the National Broadband Network Company, the provision of conduits, including pits and ancillary works for optical fibre telecommunications services or any equivalent alternative approved by the Responsible Authority and the conduit shall be designed in accordance with clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001;
 - xviii. survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones;
 - xix. details in relation to all filling on the site which must be compacted to specifications approved by the Responsible Authority;
 - xx. the relocation underground of all existing aerial services, including electricity and telecommunications assets, within streets abutting the subdivision;
 - xxi. 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; and
 - xxii. a separate signage and line marking plan identifying the road layout, proposed signs, line marking, RRPMS and a sign schedule.
- b. A landscape works plan including:
- i. all details of works consistent with any approved landscape masterplan;
 - ii. the removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds;

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- iii. all proposed street-tree planting using semi - advanced trees; with maximum container size of 45 litres or equivalent (larger sizes will incur additional establishment and extended maintenance obligations);
- iv. earth shaping including the supply and spread of sufficient topsoil and sub soil if required on the proposed areas of open space to provide a stable, free draining surface and hydro-seeding of proposed grass areas (including within the drainage reserve if applicable);
- v. mechanisms for the exclusion of vehicles,
- vi. all proposed open space and streetscape embellishments such as installation of pathways, park lighting, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies (including within the drainage reserve if applicable); and
- vii. hazard reduction pruning of trees to be retained, to the satisfaction of the Responsible Authority.

Where sufficient detail is shown on the endorsed landscape masterplan, to the satisfaction of the Responsible Authority, stage landscape plans may not be required.

c. A Site Management Plan which must:

- i. address occupational health and safety; traffic management, environmental controls and cultural heritage and/or dry stone wall protection measures to the satisfaction of the Responsible Authority;
- ii. be submitted to the Responsible Authority a minimum of 21 days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works;
- iii. identify any site offices, workspaces, personnel rest and amenity areas, hardstands, material laydown areas, and stockpiles.
- iv. include the proposed route for construction vehicle, equipment and machinery access to the site including a program for the upgrade and maintenance works required along this route while works are in progress;
- v. address the location of parking areas for construction and sub-contractors' vehicles, equipment and machinery on and surrounding the site, to ensure that they cause minimum disruption to surrounding properties.
- vi. include measures to reduce the impact of noise, dust and other emissions created during the construction process;
- vii. demonstrate all environmental and cultural heritage and/or dry stone wall protection measures identified on a drawing(s) drawn to scale and prepared in accordance with Melbourne Water standards for such drawings;

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- viii. provide measures to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system;
- ix. include means by which foreign material will be restricted from being deposited on public roads by vehicles, equipment and machinery associated with the building and works on the land to the satisfaction of the Responsible Authority;
- x. address any recommendations of any approved Cultural Heritage, Dry Stone Wall and Conservation Management Plans applying to the land;
- xi. identify the location and method of any Tree Protection Zones; and
- xii. ensure that all contractors working on the site must be inducted into an environmental management program for construction works.

All works must be carried out generally in accordance with the measures set out in the Site Management Plan approved by the Responsible Authority. The developer must keep the Responsible Authority informed in writing of any changes to the Site Management Plan. If in the opinion of the Responsible Authority the changes represent a significant departure from the approved Site Management Plan then an amended Site Management Plan must be submitted to and approved by the Responsible Authority.

17. Tree Protection Zones

Prior to the certification of a plan of subdivision under the *Subdivision Act 1988*, a Tree Protection Zone plan for the subdivision or stage of subdivision to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Tree Protection Zone plan will be endorsed and will then form part of the permit. The Tree Protection Zone plan must be drawn to scale with dimensions and three copies must be provided. The Tree Protection Zone plan must show:

- a. a Tree Protection Zone on a lot covering each tree marked for retention on the approved tree protection envelope plan;
- b. a Tree Protection Zone within open space and road reserves for each tree or cluster of trees marked for retention on the approved tree management plan.

The Tree Protection Zone is a shape defined by a circle, whose centre point is the centre point of the tree trunk at ground level, and whose radius is equal to half the height of the tree (or half the crown width (whichever is the greater)) plus the tree canopy plus one metre.

18. Tree Protection Zone Fencing

Before any buildings, works or demolition commence on a lot, open space and/or road reservation, each Tree Protection Zone on that lot, open space and/or road reservation must:

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- a. be fenced with temporary fencing in accordance with the attached specifications, to the satisfaction of the Responsible Authority;
- b. include a notice on the fence to the satisfaction of the Responsible Authority advising on the purpose of the Tree Protection Zone, the need to retain and maintain the temporary fencing and that fines will be imposed for removal or damage of the fencing and trees.

The Tree Protection Zone temporary fencing must be maintained until works are completed; including the construction of a dwelling if the land is a lot, to the satisfaction of the Responsible Authority or until such earlier date as is approved by the Responsible Authority in writing.

A copy of the tree protection zone(s) are to be included in any contract for the construction of the estate or for any other works which may impact upon the trees.

19. Stormwater Drainage

Any stormwater drain, temporary drainage out falls and ancillary works, required as a condition of a Melbourne Water Drainage Scheme, or that are designated to become the responsibility of the Council for maintenance, must be designed and constructed to the satisfaction of the Responsible Authority.

Before the approval of construction plans for roadworks and drainage, the designs for such works and the details of maintenance requirements (asset management and maintenance schedule) must be submitted to and approved by the Responsible Authority.

CONDITIONS TO BE SATISFIED DURING CONSTRUCTION WORKS

20. Salvage and Translocation

The Salvage and Translocation Protocol for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2014) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.

21. Native vegetation removal

No native vegetation must be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.

22. Trees to be Removed

- a. Wherever possible and appropriate, native trees to be removed should be retained for use in core conservation areas for habitat purposes or in open space as urban art, park furniture etc. to the satisfaction of the responsible authority. All timber less than 300mm diameter and branch/leaf material should be shredded for reuse as mulch.

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- b. Each native tree nominated for removal or pruning works shall be suitably marked prior to its removal or works commencing and an inspection arranged with an appropriate Council officer to verify that the tree marked accords with this permit.
- c. Prior to any removal or pruning works of native trees commencing, the subject tree must be inspected by an appropriate zoologist to determine the presence of any native animals living or nesting in the tree. Should any native animals be detected they must be caught and relocated to a site deemed appropriate by the zoologist.

23. Development and works in tree protection zones

No buildings or works, including loading and unloading, storage of materials, dumping of waste, vehicle access, parking or other construction activity is to occur within a tree protection zone without the written consent of and to the satisfaction of the Responsible Authority.

24. Filling of land

All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 (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. Before the issue of a Statement of Compliance unless otherwise agreed in writing by the responsible authority, compaction test results and a report shall be provided to the satisfaction of the Responsible Authority.

CONDITIONS TO BE SATISFIED PRIOR TO ISSUE OF A STATEMENT OF COMPLIANCE

25. Section 173 agreement

Prior to the issue of Statement of Compliance for Stage 3 of the development in accordance with the endorsed Subdivision Masterplan, the applicant is required to enter into a Section 173 agreement for development contributions applicable to Stage 4 (employment superlot), to the satisfaction of the Responsible Authority. The cost to prepare and execute the Section 173 agreement will be at the applicant's expense.

26. Habitat compensation obligations

Prior to the issue of Statement of Compliance, evidence that Biodiversity Conservation Strategy Habitat Compensation Obligations have been paid to the Department of Environment, Land, Water & Planning must be provided to the satisfaction of the Responsible Authority.

27. Public transport

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Unless otherwise agreed by Public Transport Victoria, prior to the issue of Statement of Compliance for any plan of subdivision, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:

- a. In accordance with the *Public Transport Guidelines for Land Use and Development*; and compliant with the *Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002*; and
- b. At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

28. Road and service connections

Statement of Compliance on any stage of this permit cannot be granted unless all required road connections and services from the adjoining site to the west at 45 Boundary Road, Wollert and 50 Craigieburn Road, Wollert are completed to the satisfaction of the Responsible Authority.

29. Connection to Telecommunication Services

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. 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
- b. a suitably qualified person that fibre ready telecommunication 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.

30. Tree Protection Zones – Section 173 Agreement

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the *Planning and Environment Act 1987* which requires that the following issues/matters are addressed as specific requirements on the titles of individual allotments containing trees to be retained:

- a. Plan containing scaled tree protection zone and development envelope for each allotment.
- b. No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection zones.
- c. Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any

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conditions/requirements thereof approved under this permit, unless written consent is obtained from the Responsible Authority to vary the Plan.

- d. No trees shown for retention shall be removed, lopped or destroyed without approval of the responsible authority.
- e. In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection zone. Prior to re-instatement the entire tree including roots must be removed from the site.
- f. Any tree that is removed from the site must be made available for use by the responsible authority within the local area for habitat or public art purposes.
- g. Any tree that is removed or destroyed will be subject to the appropriate offset requirements as specified in the *Whittlesea Planning Scheme* and/or relevant state government requirements/legislation applicable at the time relating to offset requirements.
- h. No further subdivision of the allotments with the exception of minor boundary realignments subject to the approval of the Responsible Authority.

The costs for preparation and execution of the agreement shall be borne by the permit holder.

31. Development and Open Space contributions

Prior to the issue of a Statement of Compliance for any stage of the subdivision, development and open space contributions must be paid to the Responsible Authority in accordance with the approved Wollert Development Contributions Plan and Clauses 45.06 and 53.01 of the Whittlesea Planning Scheme, unless otherwise agreed to in writing by the Responsible Authority.

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32. Statement of compliance with deferment of engineering works

Prior to the issue of a Statement of Compliance for any stage or by such later date as is approved by the responsible authority in writing, the applicant may seek, to the satisfaction of the Responsible Authority, the issue of the Statement of Compliance but with deferment of completion of specified civil construction works shown on the endorsed construction plans and all or part of landscape construction works shown on the endorsed plans, provided the following requirements have been met:

32.1 Civil Works

- a. all relevant referral authorities have consented to the issue of a Statement of Compliance;
- b. civil construction works have been completed except for the wearing course asphalt works, the landscaping component of the works and any other minor works as agreed with the responsible authority;
- c. an amount equivalent to 150% the agreed estimated cost of outstanding civil construction works will be required by the responsible authority as security deposit;
- d. a works program is provided setting out the proposed timing of all outstanding construction works;
- e. a site safety plan that ensures continuous public safety measures are maintained until completion of the deferred works.

Upon completion of the deferred civil construction works the applicant must notify the responsible authority to enable its inspection. If the works have been completed to its satisfaction, the Responsible Authority must refund fully the security deposit.

32.2 Landscape Works

- a. An amount equivalent to 150% of the agreed estimated cost of outstanding streetscape / landscape construction plus an agreed amount for the maintenance works will be required by the Responsible Authority as security deposit.
- b. A works program is provided setting out the proposed timing of all outstanding landscape construction works. Works must commence within 12 months of issue of Statement of Compliance for the given stage of the subdivision and must be completed prior to occupancy of any new dwelling within the given stage.

Upon completion of the deferred landscaping construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the deferred landscaping, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the

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maintenance period. If the works have been completed to its satisfaction, the responsible authority must refund fully the security deposit.

33. Fences adjoining reserves

Before Statement of Compliance is issued for any given stage, all fences adjoining all reserves (including walkway extensions of road reserves but otherwise excluding road reserves) are to be erected by the developer (or owner) at no cost to Council.

34. Foreign Resident Capital Gains Withholding Certificate

Prior to the issue of a Statement of Compliance for any stage of the subdivision, the permit holder must provide a valid Foreign Resident Capital Gains Withholding Certificate and a current copy of Title for the entire land. The name on the Foreign Resident Capital Gains Withholding Certificate must match the name on Title.

CONDITIONS TO BE SATISFIED FOLLOWING CONSTRUCTION WORKS

35. Notification of commencement of street tree planting and landscaping works

The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken. At this time, the developer must provide written advice to Council from a suitably qualified and experienced arborist confirming that the tree stock to be installed within the stage has been inspected and is healthy, free of root girding, fit for purpose and meets all standards and benchmarks contained within AS 2303:2005 – Tree Stock for Landscape Use.

36. Completion of landscape works

Before occupation of the development commences or by such later date as is approved by the Responsible Authority in writing, the landscape works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority. Upon completion of the landscape construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the landscaping in accordance with the endorsed plan, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the maintenance period.

37. Landscape Maintenance

- a. All landscaping (except for grass in nature strips of streets abutting private property) shown on the approved stage landscape plans, must be maintained to the satisfaction of the responsible authority for a minimum period of 18 months ending on 31 May of the given year from the date of issue of a Certificate of Practical Completion of landscaping, including that any dead, diseased or damaged plants are to be replaced, bare areas of grass are re-established, mulched surfaces reinstated, damaged

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or faulty infrastructure repaired or replaced etc. Rectification works must not be deferred until the completion of the maintenance period.

- b. To ensure all assets as identified in the approved stage landscape plans are retained in a safe and functional state and to prolong functional life of the asset, landscape works shall be maintained in accordance with Council's Minimum Landscape Maintenance Specification of Services and Works (May 2010).
- c. Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the responsible authority to undertake an inspection prior to the issue of the Certificate of Final Completion.

38. As Constructed Engineering Plans

City of Whittlesea requires As Constructed data from Consultants/Developers for newly built assets as per A-Spec (specifications to maintain Asset Registers).

Asset information must be projected to GDA94 in digital format to include D-Spec (drainage data), R-Spec (road data) and O-Spec (open space data) as per "A-Spec" specifications.

38.1 Civil Works

Prior to Council's consent to Practical Completion, the following must be submitted to the satisfaction of the Responsible Authority:

- a. a complete set of 'as constructed plans' of site works (amended if necessary to show any changes that may have occurred during construction), which include Civil, electrical and telecommunication works, in digital file format AutoCAD (recent version) and PDF. The digital files must have a naming convention (Subdivision name_Stage) to enable identification of Council assets listed and should be projected to GDA94-MGA Zone 55.
- b. a list of asset quantities which include the following Council assets:
 - i. total length of Roads, Footpath, Kerb and Channel,
 - ii. total number of Bridges, WSUD features, Traffic calming devices,
 - iii. total length of pipe and number of pits for Drainage and Telecommunications,
 - iv. total number of streetlights, and
 - v. Total number of road reserve assets.
- c. asset information must include D-Spec (drainage data) and R-Spec (road data) as per "A-Spec" specifications (the Consultant/Developer Specifications for the delivery of digital data to Local Governments) in ESRI Shape Files (preferred format) or MapInfo with attributions. All GIS

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and CAD data submitted must be in Map Grid Australia Zone 55 projection and referenced to Geocentric Datum of Australia (GDA) 1994.

Please refer to website for detailed A-Spec Standards: <http://www.a-specstandards.com.au/>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

38.2 Landscape Works

Within 21 days of the issue of Certificate of Practical Completion for landscaping, the following “As Constructed” drawings and digital information must be submitted to Council by the Developer/Consultant:

- a. Landscape Architectural Drawings in the following format:
 - i. One (1x) PDF images of “As-Constructed” plans, and
 - ii. One (1x) DXF (preferred format) or DWG files (recent version) including attribution, at 1:1 scale, on MGA94 Zone 55 Grid Co-ordinates, stored on compact disk(s) or sent by email (preferred).
- b. “As Constructed detail” of the works as digital data for the Open Space assets information component of the subdivision, in accordance with the current version of O-SPEC. The preferred format is:
 - i. GIS Format (refer to O-SPEC for further information). – ESRI Shape files (preferred format) with attributions.
 - ii. Horizontal Datum – GDA94 on MGA94 Zone 55 Grid Co-ordinates
Vertical Datum – AHD.
 - iii. Referenced to existing PSM Survey marks where available.

Please refer to the following website for detailed O-Spec Standards: <http://www.a-specstandards.com.au/o-spec>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

39. Removal of top soil

No top soil is to be removed from land covered by the subdivision without the written consent of the Responsible Authority.

40. Amenity

The amenity of the area must not be detrimentally affected as part of any development works by the use or development through the:

- a. Transport of materials, goods or commodities to and from the land;
- b. Appearance of any building, works or materials; or

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- c. Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

41. Reticulated Services

Reticulated water, drainage, sewerage and electricity reticulation underground must be available to each lot shown on the endorsed plans before any lot can be used for houses.

42. Time Limit

This permit will expire if:

- a. The plan of subdivision for the first stage is not certified within 2 years of the date of this permit; or
- b. The plan of subdivision for any subsequent stage of the subdivision is not certified within 2 years of the date of the certification of the previous stage of the subdivision.
- c. The registration of any stage of the subdivision is not completed within 5 years of the date of certification of the plans of subdivision.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

REFERRAL AUTHORITY CONDITIONS MELBOURNE WATER

- 43.** Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- 44.** No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- 45.** Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 46.** Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.
- 47.** Prior to the issue of a Statement of Compliance for the subdivision, 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 100 year ARI storm event.

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48. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
49. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy including associated modelling must be submitted and accepted by Melbourne Water and Whittlesea Council. The strategy must demonstrate the following:
- The proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event;
 - That the lot and road layout adequately accommodate the conveyance of external overland flows through the subdivision compliant with Melbourne Water's flood safety criteria. The current layout and/or number of lots may need to change in order to meet this requirement.
 - The details of the outfall/s for the development and calculations of the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property;
 - Stormwater Quality Treatment Assets are designed to comply with Melbourne Water and/or Councils Standards, Guidelines and Manuals.
50. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
51. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
52. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Land Development Manual (website).
53. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
54. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
55. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).

APT O&M SERVICES

56. Easements in favour of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
57. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the *Subdivision Act 1988*.

AUSNET ELECTRICITY SERVICES

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58. The Plan of Subdivision submitted for certification must be referred to AUSNET ELECTRICITY SERVICES PTY LTD in accordance with Section 8 of the *Subdivision Act 1988*.
59. The applicant must –
- a. Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
 - b. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
 - c. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
 - d. Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of “Power Line” in the favour of “AUSNET ELECTRICITY SERVICES PTY LTD” pursuant to Section 88 of the *Electricity Industry Act 2000*, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
 - e. Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
 - f. Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
 - g. Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
 - h. Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the *Transfer of Land Act* prior to the registration of the plan of subdivision.
 - i. Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
 - j. Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators

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must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.

- k. Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

YARRA VALLEY WATER

- 60. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.
- 61. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of recycled water services.
- 62. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

ENVIRONMENTAL PROTECTION AUTHORITY VICTORIA

- 63. Construction and post-construction activities must implement construction techniques for sediment pollution control to protect the stormwater system and natural waterways.

NOTES:

Operation of Commonwealth Environmental Laws

The land proposed for development is located in the growth corridors that is subject to an approval under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) that was issued by the Commonwealth Minister for Environment, Heritage and Water on 5 September 2013. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060.

The approval is subject to conditions specified at Annexure 1 of the approval. Provided the permit holder satisfies the conditions of the EPBC Act approval, an individual assessment and approval under the EPBC Act is not required. This includes the payment of habitat compensation fees to the Department of Environment, Land, Water and Planning and the restriction of urban development in conservation areas designated for the protection of biodiversity values. The habitat compensation obligations for land parcels located in the MSA program area can be estimated using DELWP's online tool, the Native Vegetation Information Management (NVIM) system, available at <https://nvim.delwp.vic.gov.au/BCS>. This tool must also be used to register your project via NVIM's case management system that will be used to process all habitat compensation applications.

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Public Lighting

Before the preparation of construction plans for street lighting can be completed Council approval to the type and colour of poles and lanterns will be required.

Street Numbering

Property Numbers will be allocated by the City of Whittlesea in accordance with Council's Street Numbering Policy. Please do not give potential buyers any interim numbering as this often leads to confusion and problems once the correct number is issued. Please check with Council's Subdivision Department or GIS Department to verify all street numberings before commencement of any advertising for sale or lease.

CFA – Hydrants

CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au)

AusNet Electricity Services

It is recommended that, at an early date the applicant commences negotiations with AUSNET ELECTRICITY SERVICES PTY LTD for a supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay (the release to the municipality enabling a Statement of Compliance with the conditions to be issued).

Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.

Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

If you require any further information in relation to the above, please contact Andrew Webber on 9237 4447 at the Lilydale Office.

Cultural Heritage Management Plan

Development must at all times comply with the recommendations of the Cultural Heritage Management Plan 15987 prepared by Ecology & Heritage Partners (22 July 2019) and approved by the Wurundjeri Woi-wurrung Cultural Heritage Aboriginal Corporation.

Public Lighting Note

Before the preparation of construction plans for street lighting can be completed Council approval to the type and colour of poles and lanterns will be required.

Tree protection zone requirements

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A consulting arborist must be employed to supervise works which may impact upon trees marked for retention on the approved plan.

The consulting arborist must conduct an induction of all personnel involved in construction that may impact on tree protection zones.

Any works within the tree protection zone should be completed or supervised by the consulting arborist.

The area inside the tree protection zone should, where considered relevant by the consulting arborist, be modified in the following manner to enhance the growing environment of the tree and to help reduce stress or damage to the tree:

- the area within the tree protection zone may require mulch with wood chips or compost matter to a depth of 150 millimetres.
- trees may require supplementary watering, with the amount to be assessed by the consulting arborist and determined by the extent of disturbance to the trees roots and climatic conditions.
- where severing of roots (greater than 50 millimetres in diameter) is required directly adjacent to the exclusion zone they must be cut cleanly. Where possible this is to be completed at the beginning of development of the site. Roots are not to be left exposed, but back-filled or covered with damp hessian.

The storing or disposing of chemicals or toxic materials must not be undertaken within 10 metres of any tree protection zone. Where the slope of the land suggests these materials may drain towards a tree protection zone, the storing or disposing of these materials is strictly forbidden.

Tree protection envelope fencing is to be constructed to the following requirements:

- Ring lock wire mesh (or equivalent) no less than 1.2 metres high.
- Main posts 100mm treated pine (TP).
- Intermediate posts steel star pickets (SP).
- The corner posts are to be TP with TP stays.
- Every third post is to be TP.
- SP to be placed intermediately between the TP at 3m intervals.
- The ring lock mesh to encircle the structure and be firmly secured at each post.
- Posts must be sunk into the ground by 450mm (there is to be no concrete to secure posts as this may affect p.H. levels).
- The tree protection zone is to be clearly sign posted in accordance with the condition titled Tree Protection Zone fencing.

With the agreement of the responsible authority, tree protection zone fencing may not be provided where permanent reserve fencing is introduced prior to construction. The specification of the permanent fencing must be to the satisfaction of the Responsible Authority.

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Street Numbering Note:

Property Numbers will be allocated by the City of Whittlesea in accordance with Council's Street Numbering Policy. Please do not give potential buyers any interim numbering as this often leads to confusion and problems once the correct number is issued. Please check with Council's Subdivision Department or GIS Department to verify all street numberings before commencement of any advertising for sale or lease.

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IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

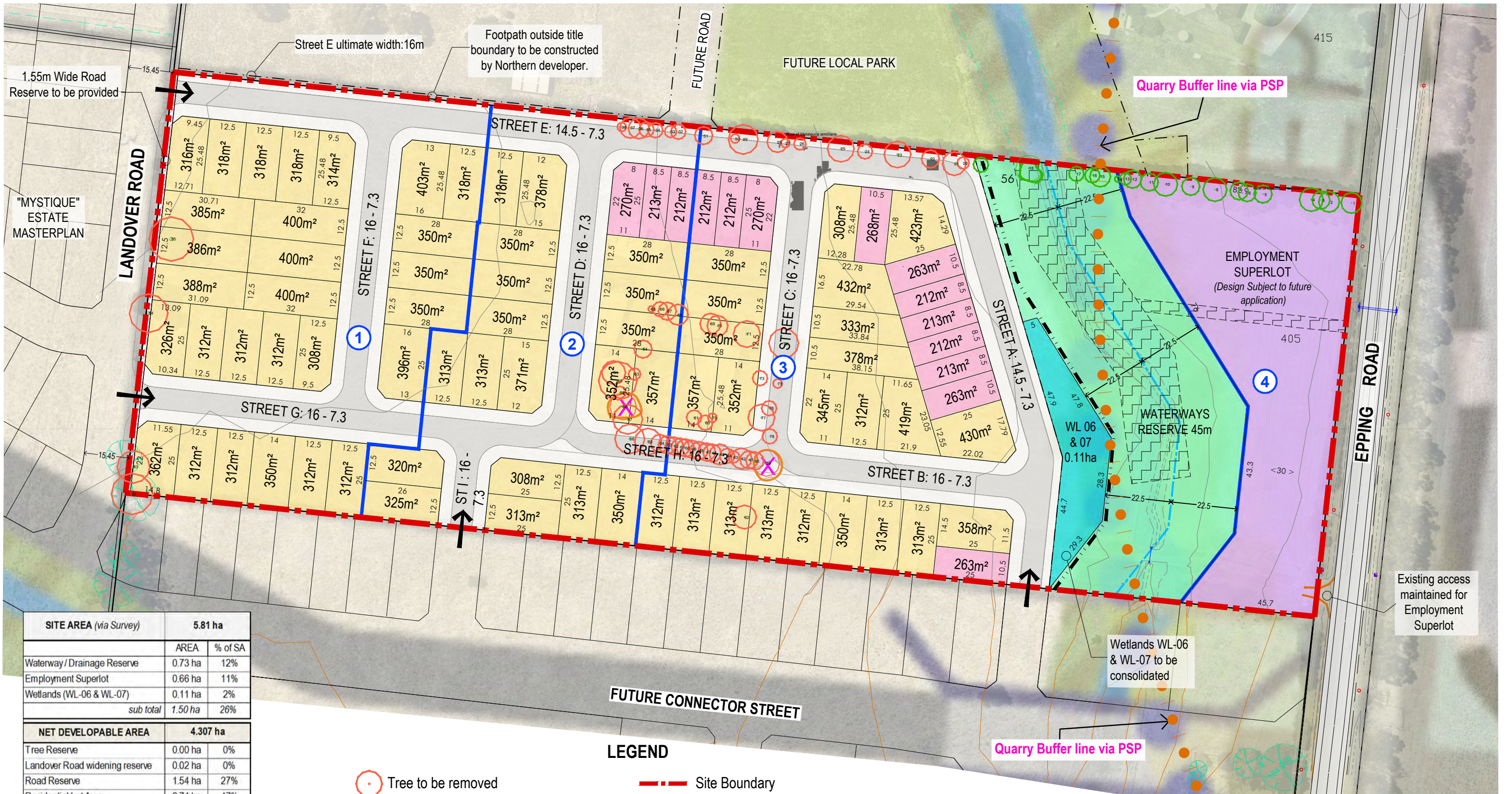
- * from the date specified in the permit, or
- * if no date is specified, from
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
 - * the development or any stage of it does not start within the time specified in the permit, or
 - * the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - * the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the 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 the 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 the land or the development and use of the 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 of Subdivision 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 APPEALS?

- * The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An appeal 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 appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- * An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- * The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.



SITE AREA (via Survey)			5.81 ha
	AREA	% of SA	
Waterway / Drainage Reserve	0.73 ha	12%	
Employment Superlot	0.66 ha	11%	
Wetlands (WL-06 & WL-07)	0.11 ha	2%	
sub total	1.50 ha	26%	

NET DEVELOPABLE AREA			4.307 ha
Tree Reserve	0.00 ha	0%	
Landover Road widening reserve	0.02 ha	0%	
Road Reserve	1.54 ha	27%	
Residential Lot Area	2.74 ha	47%	
sub total	4.307 ha	74%	

RESIDENTIAL LOT YIELD (excludes employment)			
Yield	84		
Average	326 m ²		
Density	19.5	lots/NDA	
Range (min - max)	212 m ²	432 m ²	

Lot Schedule by Area			
0 - 299m ² (SLHC)	14	17%	
300m ² - 399m ²	62	74%	
400m ² - 499m ²	8	10%	
total	84	100%	

- Tree to be removed

Tree to be retained (*)

PSP Tree 56 to be retained (*)

2x PSP Pine trees, to be removed.

Tree outside of subject site

(*)

Trees retained only subject to detailed design and approval.

Tree numbering via Treemap report.
- Site Boundary

Road connection

Easement to be removed

Staging

Shared Path

Quarry Buffer

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 718154
Sheet 1 of 1 Date: 24/08/2019

- PLAN NOTES**

 - Plan is subject to Council approval.
- SOURCE DATA**

 - Subject site contour information via supplied: Taylors Survey "21408-D1_V2"
 - Subject site boundary derived from: Taylors Survey "21408-D1_V2"
 - tree locations & spreads via supplied cad from: Taylors Survey "21408-D1_V2"
 - mystique estate design via 20197_concept_taylors 20181114.dwg
- ASSUMPTIONS**

 - Access to the site will be required by external connections
A: Mystique Estate Landover Street.
 - Local road widths are as shown
 - Wetlands managed within space shown.
 - Tree 56 within creek environs and to be retained via detailed design and approval by referral authorities.
 - Trees 49 & 50 are species Pine, and to be removed.
 - Lots adjoining western boundary require access via adjoining design.
 - Wetlands WL-06 & WL-07 to be Consolidated.