



## **Contract of Sale of Real Estate**

**LEE MING INVESTMENTS PTY LTD ACN 114 584 422**

**Property: Lot \_\_\_\_\_ on proposed Plan of Subdivision PS743088N, Stage 1,  
"Verdant Hill", Dohertys Road, Tarneit, Victoria 3029**

**HWL**  
**EBSWORTH**  
LAWYERS

Level 26, 530 Collins Street  
MELBOURNE VIC 3000  
DX 564 MELBOURNE

Tel: (03) 8644 3500  
Fax: 1300 365 323  
Ref: MM:FL:612188

# CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

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

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

The terms of this contract are contained in the -

- Particulars of sale; and
- Special conditions, if any; and
- General conditions; and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of this contract.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

### EXCEPTIONS

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

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

## IMPORTANT NOTICE TO PURCHASERS

Section 9AA(1A), **Sale of Land Act 1962**

Subject to the limit set by section 9AA(1)(b) of the Sale of Land Act 1962 (Vic), the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.

A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing -

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

on \_\_\_ / \_\_\_ / 20

print name of person signing

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

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

**SIGNED BY THE VENDOR**

on \_\_\_ / \_\_\_ / 20

print name of person signing

state nature of authority if applicable (e.g. "director", Pursuant to Power of Attorney dated 25 August 2016  
"attorney under power of attorney")

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

## Particulars of Sale

**Vendor's Estate Agent** **Core Projects Pty Ltd**  
of 182 Coventry Street, South Melbourne, Victoria, 3205  
☎: 1300 135 819 Fax: (03) 9821 5033  
Contact: Bill Zaikis Mobile: 0434 933 633 Email: bzaikis@coreprojects.com.au

**Vendor** **LEE MING INVESTMENTS PTY LTD ACN 114 584 422 as trustee for the Lee Ming Trust**  
of Level 3, 689 Burke Road, Camberwell, Victoria 3124

**Vendor's Legal Practitioner** **HWL Ebsworth Lawyers**  
Level 26, 530 Collins Street, Melbourne VIC 3000 DX 564 Melbourne  
☎ : (03) 8644 3500 Fax: 1300 365 323 Ref: MM:FL:612188

**Purchaser**

of

☎ : Fax: Ref:

**Purchaser's Legal Practitioner or Conveyancer**

☎ : Fax: Ref:

**Property address** the Land together with any improvements known as

Lot \_\_\_\_\_ on proposed Plan of Subdivision PS743088N, Stage 1, "Verdant Hill",  
Dohertys Road, Tarneit, Victoria 3029

**Land**

Lot(s) \_\_\_\_\_ on proposed Plan of Subdivision PS743088N (a copy of which is contained  
in the Vendor's Statement) and being part of the land described in certificate of title volume 10092 folio  
073

**Goods (list or attach schedule)** Nil (vacant land)

<b>Payment</b>	<b>Price</b>	\$	including GST
	<b>Deposit</b>	\$	being 10% of the Price
	<b>Balance</b>	\$	payable at settlement

**GST** (refer to general condition 13)  
The price includes GST (if any) unless the words ' **plus GST** ' appear in this box

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

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

**Margin Scheme**

**Settlement** is due 10 days after registration of the Plan of Subdivision

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

in which case refer to general condition 1.1. If ' **subject to lease** ' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#) then add the words ' **terms contract** ' in this box and refer to general condition 23 and add any further provisions by way of Special Conditions

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words ' **subject to existing mortgage** ' appear in this box:

If the sale is ' **subject to existing mortgage** ' then particulars of the mortgage are:

**Special conditions**

This contract does not include any Special Conditions unless the words ' **Special Conditions** ' appear in this box

**Loan** (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval Date: .....days after the Day of Sale

**Schedule 1**

The Purchaser assumes the following encumbrances:

1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement;
2. any easements and restrictions created by the Plan of Subdivision or implied under the Subdivision Act; and
3. the following encumbrances specific to the Development:
  - 3.1 the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under section 173 of the *Planning and Environment Act 1987* (Vic);
  - 3.2 requirements of the Planning Documents; and
  - 3.3 the Planning and Building Controls.

## FORM 2

### Estate Agents Act 1980

Regulation 5(a)

## CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

### 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## 8. Builder warranty insurance

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

## 9. General law land

- 9.1 This 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 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.



- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 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 adjustments 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 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 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.
- 

### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
  - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
  - (i) to call for further and better particulars in order to make a decision.
  - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

*\* The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

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# Special Conditions

## 1. Definitions and Interpretation

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### 1.1 Definitions

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

**Authority** means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;

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

**Bank Guarantee** means an unconditional and irrevocable guarantee or undertaking by a Bank in favour of the Vendor's Legal Practitioner and on terms satisfactory to the Vendor's Legal Practitioner in its absolute discretion, to pay money on demand to the Vendor's Legal Practitioner without reference to the Purchaser having an expiry date (if any) no earlier than the day that is 6 months after the Registration Date;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne;

**Claim** means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;

**Contaminant** means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos) and **Contamination** has a corresponding meaning;

**Construct** means to construct the Residence on the Land in accordance with this Contract and **Construction** has a corresponding meaning;

**Construction Permits** means any permit, consent or approval required from any Authority for the Construction and includes building and planning permits;

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

**Contract** means this contract of sale of real estate and includes the annexures;

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

**Day of Sale** means the date on which this Contract is signed by both the Vendor and the Purchaser;

**Deposit Interest** means any interest earned on the Deposit less any relevant fees, taxes (including any amount required to be withheld under income tax legislation where a tax file number has not been advised) and charges;

**Design Guidelines** means the set of building and design guidelines for construction titled "Verdant Hill Design Guidelines" as amended from time to time, a copy of which is attached to the Vendor's Statement and referred to in the Plan of Subdivision;

**Development** means the land in the Plan of Subdivision and any surrounding land to be developed by or on behalf of the Vendor;

**Development Works** means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Site and the construction of other lots

on the Site and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks;

**Election Date** means the day that is 12 months after the Day of Sale;

**Encumbrances** means the encumbrances specified in Schedule 1 of the Particulars of Sale;

**Environmental Law** means any and all past, present and future laws, and any codes of practice, guidance notes, national Environment Protection Measures, State Environment Protection Policies, order, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practised to the Property;

**GST** means GST within the meaning of GST Law;

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

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

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

**Insolvency Event** means:

- (a) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a corporation:
  - (i) an official manager, receiver, receiver and manager, administrator, liquidator, provisional liquidator or agent for a mortgagee is appointed to the Purchaser or to any or all of its assets or undertakings;
  - (ii) the Purchaser enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
  - (iii) the Purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the Vendor);
  - (iv) an application is made to a court for an order, or an order is made, that the Purchaser be wound up or dissolved;
  - (v) the Purchaser is or states that it is insolvent;
  - (vi) the Purchaser becomes an insolvent under administration as defined in the *Corporations Act* or action is taken which could result in that event;
  - (vii) the Purchaser takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
  - (viii) the Purchaser fails to comply with a statutory demand in accordance with section 459F(1) of the *Corporations Act*;
  - (ix) execution is levied against the Purchaser and is not satisfied within 30 days; or
  - (x) anything which is analogous to or has a substantially similar effect to any of the events specified above occurs; or

- (b) where the Purchaser (or if the Purchaser consists of 2 or more persons, any of those persons) is a natural person:
- (i) the Purchaser becomes bankrupt;
  - (ii) an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth);
  - (iii) the Purchaser makes an assignment for the benefit of its creditors, or enters into composition or arrangements with its creditors;
  - (iv) the Purchaser is unable to pay its debts when due;
  - (v) the Purchaser dies; or
  - (vi) the Purchaser becomes mentally ill;

**Law** includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);

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

**Margin Scheme** means the scheme for working out the amount of GST on a Taxable Supply under Division 75 of GST Law;

**Object** means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract;

**Outgoings** means all outgoing, costs and expenses paid or payable by the Vendor in relation to the Property (whether or not recoverable from tenants or not) including all rates, taxes (including land tax but excluding capital gains or income taxes), assessments, insurance premiums, statutory outgoing but excludes any supplementary rates or taxes or other charges assessed in respect of the Property after the date of registration of the Plan of Subdivision;

**Particulars of Sale** means the particulars of sale attached to and forming part of this Contract;

**Permit** means planning permit WYP8792/15 issued by Council, a copy of which is attached to the Vendor's Statement;

**Plan of Subdivision** means proposed plan of subdivision number PS743088N a copy of which is attached to the Vendor's Statement and includes any amendment or alteration of that plan from time to time and, on registration by the Registrar, means that plan in the form in which it is registered;

**Plan of Surface Level Works** means the plan attached in Annexure B;

**Planning and Building Controls** means the Restrictions, the Design Guidelines and this Contract;

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

**Property** means the Land and improvements constructed on the Land as at the Day of Sale;

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

**Registration Date** means the day that is 30 months after the Day of Sale;

**Residence** means a dwelling to be constructed on the Land in accordance with this Contract;

**Restrictions** means the restrictions to be included in the Plan of Subdivision and which will be created on registration of the Plan of Subdivision (if any);

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

**Services** means all water, sewerage, drainage, gas, electricity, telecommunications or other installations, services and utilities at the Property;

**Settlement** means the date the Purchaser accepts title to the Property and pays the Price in full;

**Settlement Date** means the date when Settlement occurs;

**Site** means the land owned or developed by the Vendor known as Verdant Hill, Dohertys Road, Tarneit and any other adjoining or neighbouring land owned by the Vendor and, where the context permits or requires, includes the Property;

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

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

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

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

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

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

**Vendor's Statement** means a statement made by the Vendor under section 32 of the *Sale of Land Act*, a copy of which is contained in Annexure C.

## 1.2 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) "person" includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;



- (i) a reference to "include" or "including" means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it; and
- (k) any reference to time in this Contract is a reference to time in Melbourne.

## **2. Variations to General Conditions**

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### **2.1 Amendments to General Conditions**

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

- (a) General Conditions 2.2 to 2.7 (inclusive) are deleted.
- (b) General Condition 5 is deleted.
- (c) General Condition 10.1(b)(i) is amended to read:  
*"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"*
- (d) General Condition 11.1(b) is amended by deleting the words *"if there is no estate agent,"*.
- (e) General Condition 11.5 is amended to read:  
*"For the purposes of this general condition 'authorised deposit taking institution' means a Bank."*
- (f) General condition 12.4 is added:  
*"Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title."*
- (g) General Condition 15.2(b) is deleted.
- (h) General Condition 15.2(c) is deleted.
- (i) General Condition 20 is deleted.
- (j) The second sentence of General Condition 21 is amended to read:  
*"The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."*
- (k) General Conditions 24.4 to 24.6 (inclusive) are deleted.
- (l) General Condition 25 is amended by adding the following new paragraph at the end of the Condition:  
*"The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*
  - (i) *expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*

- (ii) *the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$660 plus GST for each notice;*
  - (iii) *any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property; and*
  - (iv) *penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."*
- (m) General Condition 28 is amended by including a new paragraph 28.6 as follows:
- "Unless the price includes GST, the reference to "the price" in this General Condition 28 refers to the price plus any GST payable on the price."*
- (i) General Condition 28.4(a) is amended to read as follows:
- "an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property".*

### **3. Acknowledgements**

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#### **3.1 Disclosure**

The Purchaser acknowledges that prior to the signing of this Contract or any other documents relating to this sale, the Purchaser received a Vendor's Statement.

#### **3.2 Estate Agents Act 1980 (Vic)**

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Property.

#### **3.3 Further acknowledgements**

The Purchaser acknowledges and agrees that:

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 3.3(b) has been relied upon by the Purchaser;
- (d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

#### **3.4 Grants or rebates**

Without limiting Special Condition 3.3, the Purchaser acknowledges and agrees that:

- (a) neither the Vendor nor the Vendor's Estate Agent has made any promise, representation or warranty to the Purchaser regarding any grants, rebates or other financial assistance that the Purchaser may be entitled to receive or claim in respect of the purchase of the Property (**Financial Assistance**);
- (b) the Purchaser has relied on its own searches and enquiries regarding what (if any) Financial Assistance the Purchaser may claim or receive; and
- (c) the Purchaser may not Object if the Purchaser is not entitled to any Financial Assistance.

### 3.5 **Disclosure of payments**

The Purchaser must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party.

### 3.6 **Vendor may pay fees to others**

The Purchaser acknowledges and agrees that the Vendor may pay a fee to another party (including but not limited to the Vendor's Estate Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

### 3.7 **Advice and negotiation**

Despite anything else in this Contract, the Purchaser acknowledges and agrees that:

- (a) the Vendor gave the Purchaser the opportunity to seek advice on the terms and conditions, and effect of, this Contract prior to signing this Contract; and
- (b) the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract.

## **4. Laws and Planning**

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### 4.1 **Laws**

The Purchaser acknowledges and agrees that it buys the Property subject to all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it.

### 4.2 **Planning**

The Purchaser buys the Property subject to:

- (a) any restriction or condition affecting or imposed on the Property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval or agreement); and
- (b) the applicable planning scheme and any other relevant planning controls.

### 4.3 **Measurements**

The Vendor does not represent, and gives no warranty, that the area, measurements, boundaries, occupation or location of the Property are identical with those of the land described in the Plan of Subdivision.

### 4.4 **No Claims**

The Purchaser may not Object in respect of any matters referred to in this Special Condition 4.

## **5. Services**

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The Purchaser acknowledges that the Property is sold subject to the Services. To the extent permitted by law, the Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to:

- (a) the nature, location, availability or non-availability of any Services;
- (b) any defects in any Services;
- (c) there being or not being an easement or other right in respect of any Services;
- (d) any Service being a joint service with any other land or building;
- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority;  
or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

## **6. Goods**

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### **6.1 Ownership**

Ownership of the Goods will not pass to the Purchaser until the Vendor receives full payment of the Price.

### **6.2 No Warranty**

The Vendor makes no representation or warranty as to the state of repair or condition or suitability of the Goods nor any compliance or non-compliance of the Goods with any Law.

## **7. Deposit**

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### **7.1 Amount**

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

### **7.2 Deposit Paid to Vendor's Legal Practitioner or Vendor's Estate Agent**

The Purchaser must pay the Deposit to the Vendor's Legal Practitioner or to the Vendor's Estate Agent within the time required by this Contract (time being of the essence) and it must be held by either of them on trust for the Purchaser until registration of the Plan of Subdivision.

### **7.3 Investment of Deposit**

- (a) The Vendor and the Purchaser authorise the Vendor's Legal Practitioner (but it is not obliged) to hold the Deposit in an interest bearing trust account with a bank nominated by the Vendor or the Vendor's Legal Practitioner.
- (b) Subject to Special Condition 7.3(c), any Deposit Interest will accrue for the benefit of the Vendor.
- (c) If the Purchaser lawfully rescinds this Contract the Purchaser is entitled to the Deposit Interest.
- (d) The Vendor and the Purchaser authorise and direct the Vendor's Legal Practitioner to pay the Deposit Interest to the party entitled to it at the Settlement Date or immediately following lawful rescission or termination of this Contract (whichever occurs first).

- (e) The Vendor and the Purchaser release the Vendor's Legal Practitioner from any claim concerning the investment of the Deposit.

#### **7.4 Tax file number**

Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Legal Practitioner or to the Bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's Legal Practitioner verification of this from the Bank. The Purchaser must not make any claim on the Vendor's Legal Practitioner for any matter arising out this Special Condition 7.4.

#### **7.5 Entitlement to interest**

The interest earned on the Deposit (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then, subject to Special Condition 7.4, interest earned on the Deposit (if any) will belong to the Purchaser.

#### **7.6 Stakeholder**

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

### **8. Bank Guarantee**

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#### **8.1 Application**

Notwithstanding anything else in this Contract, if on or before the Day of Sale the Purchaser requests the Vendor's consent for a Bank Guarantee to be provided by the Purchaser in lieu of the payment of the Deposit, then this Special Condition 8 will apply.

#### **8.2 Delivery of Bank Guarantee**

If this Special Condition 8 applies, the Purchaser must deliver to the Vendor's Legal Practitioner within 10 Business Days after the Day of Sale (time being of the essence) a Bank Guarantee for an amount equal to the Deposit.

#### **8.3 Effect of delivery**

If the Purchaser complies with Special Condition 8.2, the Purchaser must pay the Deposit to the Vendor's Legal Practitioner on the first to occur of:

- (a) the Settlement Date; or
- (b) any earlier date on which the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser.

When the Purchaser pays the Deposit, the Vendor will return the Bank Guarantee.

#### **8.4 Failure to deliver Bank Guarantee**

If the Purchaser breaches Special Condition 8.2, the Purchaser must pay the Deposit to the Vendor's Legal Practitioner within 12 Business Days after the Day of Sale (time being of the essence).

#### **8.5 Vendor may draw on Bank Guarantee**

If the Purchaser breaches Special Condition 8.3, a claim may be made on the Bank Guarantee. If the Vendor exercises its rights under this Special Condition 8.5, the amount paid by the Bank:

- (a) will, to the extent of the payment, be deemed to satisfy the obligations of the Purchaser under Special Condition 8.3; and

- (b) must be paid to the Vendor's Legal Practitioner to be held in accordance with the provisions of the Sale of Land Act unless the Vendor is lawfully entitled to forfeit and retain the Deposit or is entitled to the lawful release of the Deposit.

#### **8.6 Extension of Bank Guarantee**

- (a) If the Bank Guarantee expires or will expire on or before the day that is 6 months after the Registration Date, the Purchaser must within 3 Business Days after written request by the Vendor, extend or replace the Bank Guarantee so that it ends at least 6 months after the Registration Date or such other date reasonably required by the Vendor.
- (b) If the Purchaser fails to comply with Special Condition 8.6(a) (time being of the essence), the Vendor will be entitled to terminate this Contract.

#### **8.7 No limitation of Vendor's rights**

Nothing in this Special Condition 8 limits the rights of the Vendor if the Purchaser defaults under this Contract.

#### **8.8 Instalment of Deposit**

If:

- (a) this Special Condition 8 applies; and
- (b) before delivery of the Bank Guarantee the Purchaser pays an instalment of the Deposit,

the Vendor must, when the Purchaser complies with Special Condition 8.2, procure that the instalment is repaid to the Purchaser. To avoid doubt, the Purchaser acknowledges that the Vendor has not accepted a Bank Guarantee until the Purchaser receives return of the instalment of the Deposit paid by the Purchaser.

### **9. GST**

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#### **9.1 Interpretation**

In this Special Condition 9:

- (a) words or expressions used in this Special Condition which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (d) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

#### **9.2 GST Exclusive**

Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

### 9.3 **Margin Scheme**

Provided that the Vendor is eligible, the parties agree that the GST payable on the taxable supply of the Property will be calculated by the Vendor using the Margin Scheme under Division 75 of the GST Law.

### 9.4 **Liability to pay GST**

If the Vendor makes a taxable supply under this Contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:

- (a) in relation to the supply of the Property, on the earlier of settlement and the date on which a taxable supply of the property occurs; and
- (b) in relation to any other supply, at the time the consideration for the supply is payable.

### 9.5 **Reimbursement of Expenses**

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

### 9.6 **Non Merger**

This clause does not merge on settlement and will continue to apply after expiration or termination of this Contract.

## **10. Duty**

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### 10.1 **No stamp duty warranty**

The Purchaser acknowledges and agrees that:

- (a) no representation or warranty has been made to the Purchaser regarding the amount of stamp duty that will be payable; and
- (b) the Purchaser will not Object because of the amount of stamp duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

### 10.2 **Indemnity**

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

### 10.3 **Stamp duty: Purchasers buying unequal interests**

If the Purchaser comprises more than one person or entity:

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

any or all of them in relation to any additional duty or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

#### 10.4 **Non Merger**

This Special Condition 10 will not merge on the transfer of the Land but will continue to have full force and effect.

### 11. **Plan of Subdivision**

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#### 11.1 **Conditional sale**

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

#### 11.2 **Vendor's endeavours**

The Vendor will, at its own cost, endeavour to have the Plan of Subdivision certified, endorsed with a statement of compliance, and registered under Part 4 of the Subdivision Act.

#### 11.3 **Right to terminate**

If the Plan of Subdivision is not registered by the Registrar by the Registration Date then either party may terminate this Contract by notice in writing to the other party. A notice under this Special Condition 11.3 will have no effect if the other party receives it after the Plan of Subdivision is registered.

#### 11.4 **Consequences of termination**

- (a) If this Contract is terminated pursuant to Special Condition 11.3, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 11.3.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

### 12. **Amendments to Plan of Subdivision**

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#### 12.1 **Vendor may amend Plan of Subdivision**

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

- (a) may be necessary to:
  - (i) accord with surveying practice; or
  - (ii) alter the Plan of Subdivision so that the land in the Plan of Subdivision is developed as a Staged Development; or
  - (iii) comply with any requirement, recommendation or requisition of an Authority or the Registrar; or
- (b) in the opinion of the Vendor (acting reasonably) are required or necessary for the purposes of the Development, which may include:
  - (i) alterations required for the adequate servicing of the Site or any part of it;



- (ii) creating additional lots; and
- (iii) altering or varying the position or location of any other Lot.

#### **12.2 Vendor to notify Purchaser of amendments**

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

#### **12.3 Purchaser to notify Vendor**

The Purchaser must advise the Vendor within 14 days of receipt of the proposed amendments (time being of the essence) whether or not the Purchaser consents to those amendments.

#### **12.4 Acceptance of Plan of Subdivision as registered**

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

#### **12.5 Authorised amendments**

Without limiting any other provision in this Special Condition 12, the Purchaser acknowledges and agrees that:

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

#### **12.6 No Objection**

The Purchaser agrees not to Object because of:

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

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

#### **12.7 Changes to area**

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

## **13. Staged Development**

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### **13.1 Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it has read and understood the Planning Documents prior to signing this Contract;
- (b) the Property forms part of an overall subdivision of the whole or part of the Site and that the Site will be a mixed use development, with the Vendor considering various options to develop all or part of the Site for a variety of possible purposes including residential, recreational, commercial, retail, aged accommodation, educational, childcare, display home, low, medium and/or high density, and other uses;
- (c) the Land forms part of the Development by the Vendor, which may occur in stages;
- (d) the Vendor who is, or is entitled to be, registered proprietor of the Subsequent Stage Land, reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in the future:
  - (i) subdivide the Subsequent Stage Land;
  - (ii) carry out or permit the carrying out of building works on the Subsequent Stage Land;
  - (iii) construct works in respect of the Development to be carried out in stages so that any building is commenced and/or completed prior to the commencement and completion of other buildings forming the Development;
  - (iv) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
  - (v) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
  - (vi) refrain from doing any or all of these things; and
- (e) the Vendor cannot and does not give any assurances as at the Day of Sale as to:
  - (i) whether the Development will be undertaken or completed;
  - (ii) the timetable for carrying out the Development;
  - (iii) the nature of the Development (including the number of lots, types of uses and facilities to be provided); and/or
  - (iv) the manner in which the Development will be carried out.

### **13.2 Staged subdivision**

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

### **13.3 Purchaser to assist**

The Purchaser must (whether before or after the date of actual settlement) do all things and execute all documents as may be reasonably required by the Vendor to give effect to the provisions of this Special Condition 13.

#### 13.4 **Purchaser must not hinder or delay**

The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to, directly or indirectly hinder, delay, impede, object to or prevent the Vendor exercising the rights set out in Special Conditions 13.1(d) and 13.2.

#### 13.5 **No Objection**

The Purchaser must not Object by reason of:

- (a) any alteration:
  - (i) to the Development (including changes in uses, layouts, facilities and services);
  - (ii) in the number of lots in, or any other stage of, the Development; or
  - (iii) to the number, size, shape or location or permitted use of, or restrictions affecting, any lot in the Plan of Subdivision (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development;
- (b) any delay in the completion of the Development; or
- (c) the abandonment of the whole or any part of the Development.

#### 13.6 **Planning approvals**

The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes to any planning approval or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).

#### 13.7 **Indemnity**

The Purchaser is liable for and indemnifies the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of Special Conditions 13.4, 13.5 or 13.6.

#### 13.8 **Essential term**

- (a) This Special Condition 13 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 13.
- (b) The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 13 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 13.

### **14. Encumbrances**

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#### 14.1 **Purchaser buys subject to Encumbrances**

The Purchaser:

- (a) admits that the Property is sold subject to the provisions of the Subdivision Act;
- (b) buys the Property subject to:
  - (i) the Encumbrances;
  - (ii) all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it;

- (iii) all easements and encumbrances affecting the Site including those created or implied by the *Subdivision Act*; and
  - (iv) the rights of the Vendor under Special Condition 14.2; and
- (c) agrees that the matters specified in Special Condition 14.1(b) do not constitute a defect in the Vendor's title to the Property.

The Purchaser must not Object in relation to any matter referred to in this Special Condition 14.1.

#### 14.2 Further encumbrances

The Purchaser acknowledges that the Vendor:

- (a) may create or grant easements, covenants, restrictions and other rights and obligations affecting the whole or any part of the Site;
- (b) may enter into agreements under section 173 of the *Planning and Environment Act 1987* (Vic);
- (c) may grant leases or other occupation rights to third parties over the Site (excluding the Property) including, without limitation, statutory authorities and suppliers of utilities;
- (d) is entitled to require that:
  - (i) the instrument of transfer incorporate a covenant; or
  - (ii) the Purchaser create an easement or other restriction that will burden the Land,if any one or more of these are:
  - (iii) required by any Authority;
  - (iv) required for the certification or registration of the Plan of Subdivision; or
  - (v) in the opinion of the Vendor (acting reasonably), necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.

#### 14.3 Sale of Land Act

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

### 15. Disclosure of Surface Level Works

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#### 15.1 Disclosure

The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act* details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:

- (a) have been carried out on that land after the certification of the Plan of Subdivision and before the date of this Contract; or
- (b) are at the date of this Contract being carried out or are proposed to be carried out on that land,

are set out in the Plan of Surface Level Works.

## 15.2 Existing Fill

The Purchaser:

- (a) acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to or after the Vendor becoming registered proprietor of that part of the Site; and
- (b) may not Object in respect of anything referred to in Special Condition 15.2(a).

## 15.3 Subdivisional works

- (a) The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, levelled, compacted or cut as disclosed in the Plan of Surface Level Works ("**subdivisional works**").
- (b) The Purchaser acknowledges and agrees that the plans disclosing the subdivisional works are design plans only and are not as built plans and that such plans and subdivisional works may be changed before settlement in accordance with Special Condition 15.4.

## 15.4 Works

At the Day of Sale:

- (a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then Vendor has not given disclosure pursuant to section 9AB(1) of the Sale of Land Act;
- (b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Sale of Land Act; and
- (c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Sale of Land Act as soon as practicable after the details required for disclosure come to the knowledge of the Vendor.

## 15.5 No Objection

Subject to the Sale of Land Act, the Purchaser may not Object in respect of any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works.

## 15.6 Fill levels

The Purchaser acknowledges and agrees that:

- (a) the Vendor makes no representation or warranty regarding the amount of any:
  - (i) topsoil that has been, or may be, removed from the Property; or
  - (ii) filling and regrading that may be required;
- (b) the Purchaser has relied upon its own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the Purchaser does, or proposes to, undertake on the Property; and
- (c) the Purchaser may not Object in respect of any works that the Purchaser may be required to undertake to or on the Land.

## 15.7 **Timing of subdivisional works**

The Vendor and its employees, agents and consultants may commence or complete the subdivisional works before and/or after settlement of this Contract.

## 15.8 **Indemnity**

The Purchaser is liable for and indemnifies the Vendor against any Claim made by any person in respect of subdivisional works.

## 16. **Caveat**

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### 16.1 **No caveat to be lodged**

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

### 16.2 **Purchaser's acknowledgement**

The Purchaser acknowledges that breach of Special Condition 16.1:

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

### 16.3 **Appointment as attorney**

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its attorney to sign and lodge a withdrawal of any caveat lodged by the Purchaser in breach of Special Condition 16.1.

## 17. **Development Works**

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### 17.1 **Undertaking of Development Works**

The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots after settlement and, notwithstanding that the works in any part of the Development or on lots to be built subsequently may block out or impede access to light and air available to the Lot currently or at Settlement or any other time, the Vendor will be entitled to carry out those works.

### 17.2 **Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
- (b) the Vendor and any contractor contracted for works on any part of the Site may enter and carry out other Development Works on other lots on the Plan of Subdivision and for that purpose may bring upon the Site any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
- (c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date;

- (d) any contractor working on the Site shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and
- (e) the Purchaser is not entitled to Object in respect of any Development Works which the Vendor is permitted by an Authority to complete after registration of the Plan of Subdivision.

### 17.3 No proceedings

As long as the Vendor takes all reasonable steps to minimise inconvenience to the Purchaser in completing the Development Works, the Purchaser will take no objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the Development Works or to the dust and noise and other discomforts which might arise therefrom.

### 17.4 No responsibility

The Purchaser acknowledges and agrees that the Vendor is not responsible for any contractor carrying out works under contracts with the purchasers of any other lots forming part of the Site.

### 17.5 No Objection

Without limiting any other provision of this Contract, the Purchaser may not Object by reason of:

- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;
- (b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Site for the purpose of:
  - (i) gaining access or egress to any part of the Site or any adjoining land whether by foot or in vehicles and heavy machinery; or
  - (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development,

and will not institute or prosecute any action or proceedings for an injunction or damages arising out of or consequent upon such further Development Works;

- (c) any easements restrictions or other encumbrances created or implied by the Subdivision Act or created or executed by the Vendor;
- (d) construction of any services on or under the Site which may not be protected by easements;
- (e) any alteration to the area or dimensions of the Site;
- (f) non-completion of the facilities to be constructed on the Site;
- (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Site;
- (h) any boundary on the Site not being fenced or any boundary fence or wall not being on or within the boundary; and
- (i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

## **18. Planning and Building Controls**

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### **18.1 Disclosure**

The Purchaser acknowledges and agrees that:

- (a) the Planning and Building Controls as at the Day of Sale are contained in the Vendor's Statement;
- (b) the Purchaser read the Planning and Building Controls prior to signing this Contract; and
- (c) the Purchaser had an opportunity to receive advice regarding the Planning and Building Controls prior to signing this Contract.

### **18.2 Restrictions**

- (a) The Purchaser covenants and agrees with the Vendor to be bound by, and comply with, the Restrictions.
- (b) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 18.2(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor against all costs and expenses incurred by the Vendor in respect of rectifying such breach.
- (d) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of the Restrictions for any particular lot on the Plan of Subdivision and that the Purchaser may not Object because of that consent.

### **18.3 Design Guidelines**

- (a) The Purchaser must comply with the Design Guidelines.
- (b) The Purchaser acknowledges and agrees that:
  - (i) the Design Guidelines are current as at the Day of Sale and are accurate for land contained only in the Plan of Subdivision; and
  - (ii) the Vendor reserves the right to amend the Design Guidelines as reasonably necessary from time to time for land contained in the Plan of Subdivision or for other parts of the Site at its absolute discretion.
- (c) If the Vendor amends the Design Guidelines in accordance with Special Condition 18.3(b), the Purchaser may not Object in respect of any such amendment.

### **18.4 Alternative Controls**

- (a) The Purchaser acknowledges and agrees that the Vendor can, at any time prior to Settlement, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to memoranda of common provisions and restrictive covenants) to implement and enforce additional controls which are consistent with the Planning and Building Controls or required by the Planning Documents.
- (b) The Purchaser may not Object because of any such additional controls.

### **18.5 Variation and Waiver**

- (a) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation of, or waive, any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.



- (b) The Purchaser may not Object because of any such consent or waiver.

#### 18.6 **Purchaser Covenants**

The Purchaser:

- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:
  - (i) will not merge on completion of this Contract; and
  - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns;
- (c) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a Special Condition in the form of this Special Condition 18 and contains the Design Guidelines; and
- (d) covenants with the Vendor to complete Construction within 12 months of commencement of Construction.

#### 18.7 **Conflict in Planning and Building Controls**

In the event of any conflict between the Planning and Building Controls, then the same shall be ranked in priority as follows:

- (a) first, the Restrictions;
- (b) second, these Special Conditions; and
- (c) third, the Design Guidelines.

#### 18.8 **Rescode**

- (a) The Purchaser acknowledges that:
  - (i) ResCode legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing; and
  - (ii) ResCode may apply to development on or in respect of the Property.
- (b) The Purchaser may not Object in respect of any Rescode requirements.

#### 18.9 **Bushfire Attack Level**

Without limiting any other special condition in this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (**BAL**) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;
- (b) unless otherwise stated in the Vendor's Statement, the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;

- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that, unless otherwise stated in the Vendor's Statement, no information, representation or warranty was made by the Vendor, the Vendor's Estate Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
  - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
  - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not Object in respect of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

#### 18.10 Vendor Access

The Vendor has the right to access the Property after Settlement on provision of prior written notice to ensure compliance with this Special Condition 18.

#### 18.11 Timing

The Purchaser must:

- (a) commence Construction within 12 months from the Settlement Date; and
- (b) complete Construction within 24 months from the Settlement Date;

to the Vendor's satisfaction.

#### 18.12 Double Storey Restriction

If the Purchaser is purchasing any of Lots 101-119 on the Plan of Subdivision, the Purchaser hereby covenants, acknowledges and agrees that it must not construct any dwelling except a double storey dwelling on the Property.

### 19. National Broadband Network And Fibre-To-The-Premises

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19.1 The Purchaser acknowledges and agrees that:

- (a) the Purchaser is solely responsible for, and must ensure that, any construction and works on the Property include conduits, cabling and housing and comply with NBN Co Limited (**NBN Co**)'s wiring guide as available at <http://www.nbnco.com.au/assets/documents/preparation-and-installation-guide-for-sdus-and-mdus.pdf> or any other substantially similar document as approved or updated by NBN Co from time to time (**In Home Wiring Guide**) so that the Purchaser can connect, on an open-access basis, to a fibre-to-the-premises or other network such as the National Broadband Network and the network infrastructure constituting the National Broadband Network (**NBN**) and/or any service provider operating via the NBN, if it chooses to; and
- (b) any failure to comply with the NBN Co In-Home Wiring Guide in construction and works on the Property will prevent the Purchaser from connecting to the NBN or will require the Purchaser to incur additional costs in order to connect to the NBN.

- 19.2 The Purchaser further acknowledges and agrees that:
- (a) the Vendor is only responsible for, and will enter into an agreement with NBN Co for, the provision of pit and pipe infrastructure on the Development Land and the Vendor is not responsible for actual connection of the Property to any services through the NBN;
  - (b) the Vendor will not, and Telstra or any other telecommunications provider ("Telco") will not, install or provide any form of copper wiring to the Property; and
  - (c) the Purchaser must make no requisitions or objections, nor claim compensation or refuse or delay payment of the Price on account of any matter in this Special Condition 19.
- 19.3 The Purchaser acknowledges that the Vendor makes no representations nor gives any warranties in respect of any NBN services offered or supplied to the Property by any Telco or other service provider, and that the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use, terms and conditions which apply to such offers.
- 19.4 The Purchaser agrees that the Vendor may disclose the Purchaser's name, contact details and the Lot in this Contract to NBN Co or any Telco or service provider who offers, or is considering offering, services via the NBN to or at the Property so that NBN Co or the Telco or service provider can provide details of offers for such services to the Purchaser.
- 19.5 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 19 and that it has received a copy of the In Home Wiring Guide.

## **20. Recycled Water**

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- 20.1 The parties acknowledge and agree that:
- (a) it is a condition of the Permit that recycled water must be used on the Development Land, including the Property;
  - (b) the Vendor makes no warranty that South East Water Limited or any other responsible authority will actually construct the necessary mains or make recycled water available to the Property or any part of the Development Land;
  - (c) if recycled water is made available to the Property by South East Water Limited or any other responsible authority, the Vendor will arrange for installation on the Development Land of the infrastructure necessary to supply recycled water to the title boundary of the Property and the Purchaser must use recycled water on the Property;
  - (d) no warranty or representation has been given or is to be construed by the Vendor that recycled water will be available at any particular time and the Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay settlement as a direct or indirect consequence of any delay in the supply of recycled water to the Property;
  - (e) the Purchaser must, at its own cost, plumb any dwelling constructed on the Property for the use of recycled water for toilet flushing, irrigation and external use and must notify any party constructing on the Property of these requirements; and
  - (f) the Purchaser must comply with any directions and requirements specified by South East Water Limited related to the connection of recycled water to and its use by a dwelling on the Property.

## **21. Environment**

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### **21.1 Acknowledgment**

The Purchaser acknowledges that:

- (a) the Property may be contaminated; and

(b) Contaminants may have emanated from the Property in the past.

## 21.2 Release and indemnity

From the date of actual settlement, 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; and
- (c) indemnifies the Vendor and the Vendor's employees, agents and officers, and will keep them indemnified, against all liability, claims and proceedings in respect of any loss, damage or expense arising from or in any way connected with,

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

The Vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 21.2(c).

## 21.3 No objection

The Purchaser may not Object or require the Vendor to take any action on account of any Contaminants in, on, under or emanating from the Property, any part of the Site or any adjoining land.

## 22. Fences

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### 22.1 Liability

If before the Settlement Date, the Vendor has received one or more fencing notices from the owners of land adjoining the Property, then the Purchaser will be liable for the full cost set out in each of the fencing notices.

### 22.2 Payment

Any amounts payable by the Purchaser under this Special Condition may be payable to the Vendor under Special Condition 26 by way of an adjustment to the Balance.

## 23. Vendor's Rights

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### 23.1 Completion of the Development

The Vendor may, for the purposes of completion of the Development, after settlement:

- (a) carry out works (including demolition, alterations and repairs) on the Site;
- (b) use, operate, install, repair, maintain, remove, replace and temporarily interrupt services; and
- (c) appoint agents or others to exercise any of the Vendor's rights,

but in doing so, the Vendor must take reasonable steps to minimise interference with the Purchaser's enjoyment and use of the Property.

### 23.2 Vendor may conduct activities

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

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

### 23.3 No Objection

The Purchaser may not Object because of anything contemplated by Special Conditions 23.1 or 23.2.

## 24. Dealings

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### 24.1 No resale

- (a) The Purchaser must not prior to settlement sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion) until every lot on the Plan of Subdivision has been sold by the Vendor.
- (b) In addition to special condition 24.1(a), the Purchaser must not, prior to constructing any house or dwelling on the Land in accordance with the terms of this Contract, sell, agree to sell or agree to transfer the Land without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion).

### 24.2 Dealings by the Vendor

- (a) The Purchaser acknowledges and agrees that the Vendor may assign, transfer or otherwise dispose of its rights under this Contract to a third party but that it will remain liable to the Purchaser for the performance of the Vendor's obligations under this Contract.
- (b) The Vendor will notify the Purchaser if it deals with its rights under this Contract pursuant to Special Condition 24.2.
- (c) The Purchaser agrees not to Object if the Vendor deals with its rights under this Contract.

### 24.3 Mortgages and charges

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

## 25. Transfer and Settlement

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### 25.1 Delivery of Transfer

The Purchaser must deliver the instrument of transfer to the Vendor's Legal Practitioner not less than 7 Business Days before the date for the Payment of Balance. If the instrument of transfer is not delivered by then:

- (a) the Vendor is not obliged to complete this Contract until 7 Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner; and
- (b) the Purchaser will be deemed to have made default on the Balance and the Vendor will be entitled to interest on the Balance in accordance with this Contract from the date for the Payment of Balance until the date which is 7 Business Days from the date on which the instrument of transfer is received by the Vendor's Legal Practitioner.

## 25.2 Settlement

Settlement must take place before 3pm on the Settlement Date. If Settlement takes place after 3pm on the Settlement Date, the Purchaser will be deemed to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on the Balance in accordance with this Contract.

## 25.3 Charges

- (a) General Condition 7 does not apply to this Contract.
- (b) The Vendor is not required to provide at any time any:
  - (i) release from any secured party releasing a security interest in respect of the Property; or
  - (ii) 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 the Settlement Date; or
  - (iii) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on the Settlement Date, the personal property included in the Contract is not or will not be property in which the relevant security interest is granted.
- (c) The Purchaser may not Object, or require the Vendor to take any action, in respect of any charge or security interest registered under the *Personal Property Securities Act 2009* (Cth).

## 26. Adjustment of Outgoings

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### 26.1 No application

General Condition 15 does not apply to this Contract.

### 26.2 Apportionment

All Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the Settlement Date.

### 26.3 Bulk assessment

The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for Outgoings for the Property at the Settlement Date the Outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).

### 26.4 Separate assessments

If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant Authority. Any such readjustment must be made within 12 months after the Settlement date and be accompanied by a copy of the original notice.

### 26.5 Payment

The Vendor will pay the Outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before Settlement under any circumstances.

### 26.6 Apportionment as if paid by the Vendor

Despite Special Condition 26.5, the Outgoings must be apportioned as if they had been paid by the Vendor.

## 26.7 Land tax

- (a) Despite any other provision in this Contract, the parties agree that:
- (i) the parties agree that for the adjustment of land tax the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Title (**Land Tax Assessment**); and
  - (ii) land tax will be adjusted:
    - (A) based on the proportional land tax stated in the Land Tax Assessment;
    - (B) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the lot liability of the Property bears to the total liability of all of the lots on the Plan of Subdivision; and
    - (C) from the Settlement Date.
- (b) Despite Special Condition 26.7(a), payment of the Price will not be delayed and no money will be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.
- (c) The Vendor acknowledges that:
- (i) it is liable and responsible for payment of land tax chargeable on the Land until the date upon which the Purchaser becomes entitled to possession; and
  - (ii) subject to Special Condition 26.7(a), it must pay any such land tax for which it receives an assessment notice within the time limit specified in the assessment notice.

## 27. Nomination

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### 27.1 Procedure

All arrangements in relation to the nomination of a substitute or alternative purchaser must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

### 27.2 Guarantee & indemnity

If the nominee is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange) the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity:

- (a) duly completed and executed by every director of the nominee and any principal shareholder; or
- (b) if the nominee is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

## 28. Substitute Vendor

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28.1 The Purchaser acknowledges that:

- (a) the Vendor may enter into the Substitute Contract with a Substitute Vendor whereby the Vendor agrees to sell, transfer or dispose of its interest in the Development Land to the

Substitute Vendor provided that the Substitute Vendor and the Vendor give a written warranty to the Purchaser that the Substitute Vendor has also been assigned the Vendor's interest in and rights under the building contract;

- (b) the Vendor has the right to assign its interest in this Contract to the Substitute Vendor and the Substitute Vendor is entitled to enforce all of the Vendor's rights under this Contract provided that the Substitute Vendor and the Vendor give a written warranty to the Purchaser that the Substitute Vendor has also been assigned the Vendor's interest in and rights under the building contract; and
- (c) the Purchaser must, if required by the Vendor or the Substitute Vendor, enter into a deed releasing the Vendor from its obligations and/or confirming its obligations to the Substitute Vendor under this Contract.

## **29. Guarantee and Indemnity**

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If the Purchaser is or includes a corporation (other than a corporation whose shares are listed on the Australian Securities Exchange), the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale:

- (a) duly completed and executed by every director of the Purchaser; or
- (b) if the Purchaser is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange, duly completed and executed by that listed corporation.

## **30. FIRB**

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### **30.1 Warranty**

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
  - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board ("FIRB") or any other relevant Authority; and
  - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

### **30.2 Indemnity**

If the warranty in Special Condition 30.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

### **30.3 Non merger**

This Special Condition 30 will not merge on the transfer of the Land but will continue to have full force and effect.

## **31. Default**

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### **31.1 Specific breaches**

If:



- (a) the Purchaser breaches:
  - (i) Special Condition 7.2; or
  - (ii) Special Condition 29; or

(b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

### 31.2 **If Vendor terminates**

If the Vendor terminates this Contract under Special Condition 31.1, General Condition 28.4(a) will apply as if this Contract had been terminated by notice under General Condition 28.2.

### 31.3 **Time remains of the essence**

The Purchaser's obligation to pay interest under Special Condition 32.1 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

### 31.4 **Other rights unaffected**

Nothing in this Special Condition 31 limits the rights of the Vendor if the Purchaser defaults under this Contract.

### 31.5 **Land tax**

If, as a result of a breach of this Contract by the Purchaser, the Property is registered in the name of the Vendor at midnight on 31 December following the Due Date, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed, charged and levied on the Vendor in respect of the Property after the Due Date.

## **32. Costs of Default**

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### 32.1 **Interest on Default**

- (a) If the Purchaser does not complete this Contract by the Due Date or the Purchaser defaults in payment of any amount due under this Contract then (without prejudice to any other rights, powers or remedies of the Vendor) the Purchaser must pay interest to the Vendor on the Due Date or earlier on demand:
  - (i) calculated daily at a rate of 2% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic); and
  - (ii) on the amount overdue for the period of the default.
- (b) The Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.
- (c) This Special Condition 32 is an essential term of this Contract.

### 32.2 **Payments on Default**

If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and

- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
  - (i) legal costs and disbursements (calculated on a full indemnity basis) incurred in drawing and giving the notice and any advice;
  - (ii) all additional costs incurred by the Vendor including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and
  - (iii) the payment of interest in accordance with this Contract.

### 32.3 **Extension costs**

If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Legal Practitioner \$150.00 plus GST together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

## 33. **Purchaser's indemnity**

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- 33.1 The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:
- (a) breach or non-performance of this Contract by the Purchaser; or
  - (b) breach of warranty under this Contract by the Purchaser.

## 34. **Additional Vendor's rights**

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### 34.1 **Vendor's right not to proceed**

The Vendor may before the Election Date end this Contract by notice to the Purchaser if:

- (a) in the Vendor's opinion it has been or will be unable to enter into a sufficient number of contracts to sell lots on the Plan of Subdivision to enable the Development to proceed; or
- (b) it is unable to obtain finance for the Development on terms acceptable to it.

### 34.2 **Consequences of termination**

- (a) If this Contract is terminated pursuant to Special Condition 34.1, the Deposit and any Deposit Interest will be refunded to the Purchaser.
- (b) The Purchaser must not claim any compensation if this Contract is terminated pursuant to Special Condition 34.1.
- (c) The right to a refund of the Deposit and any Deposit Interest shall be the sole right of the Purchaser in connection with such termination.

## **35. Confidentiality**

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### **35.1 Confidentiality**

The parties acknowledge that the terms of this Contract and all information exchanged between the parties under this Contract or under negotiations preceding this Contract are confidential. A party must not (without the prior written approval of the other party) disclose such information to any person unless the disclosure is to:

- (a) the extent required by law (which includes the rules of the Australian Securities Exchange); or
- (b) a party's officers, employees, consultants, advisers or financiers as is necessary to enable the parties to perform their obligations under this Contract or to seek professional advice.

### **35.2 Public Announcements**

A party must not make any public announcement, press statement or press release concerning this Contract (other than disclosure to the extent required by law or to be made to the Australian Securities Exchange) without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed).

## **36. Purchaser as trustee**

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If the Purchaser enters into this Contract in its capacity as a trustee of any trust ("**Purchaser Trust**") then the Purchaser covenants and warrants to the Vendor that:

- (a) the Purchaser is the only trustee of the Purchaser Trust and no action has been taken or to the best of its knowledge, is proposed to remove it as trustee of the Purchaser Trust;
- (b) the Purchaser will provide a true, correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust to the Vendor not less than 10 Business Days before the Settlement Date;
- (c) the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- (d) the Purchaser has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;
- (e) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- (f) it has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by it under this Contract;
- (g) pending Settlement, the Purchaser will not:
  - (i) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
  - (ii) do anything which effects or facilitates the termination of the Purchaser Trust;
  - (iii) willingly do anything which effects or facilitates the variation of the terms of the Purchaser Trust;
  - (iv) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
  - (v) willingly do anything which effects or facilitates the resettlement of the Purchaser Trust funds.

### **37. Vendor as Trustee**

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- (a) This Contract is entered into by the Vendor as trustee for the Chong Family Development Trust (**Trust**) and in no other capacity and any liability arising in connection with this Contract is limited to and can be enforced against the Vendor only to the extent to which it can be satisfied out of the assets of the said Trust of which the Vendor is actually indemnified for the liability.
- (b) The other parties in this Contract must not take any action of any kind against the Vendor in any capacity other than as trustee of the said Trust.
- (c) Despite anything in this Special Condition, the Vendor is liable to the extent that the liability under this Contract arises out of the Vendor's own fraud or recklessness or breach of trust which disentitles the Vendor to any indemnity out of the assets of the Trust in relation to the relevant liability. In such cases, the Vendor's liability is limited to an amount equal to the value of the assets held in trust by the Vendor for the Trust.
- (d) No attorney, agent or other person appointed by the Vendor for any purpose connected to this Contract has authority to act on behalf of the Vendor in any way which would expose the Vendor to any personal liability, and no act or omission of such a person will be considered fraud, recklessness, breach of trust or breach of duty by the Vendor for the purposes of this Special Condition.
- (e) This Special Condition survives this Contract and will continue in full force and effect.

### **38. Capacity**

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The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
- (d) this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

### **39. Access for Construction and Post Settlement Matters**

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- (a) The Purchaser acknowledges and agrees that:
  - (i) the Vendor may conduct marketing activities in or about the Development generally in respect to the marketing of any unsold Lots within the Development and the Purchaser grants the Vendor an irrevocable right to access the Development after the Settlement Date for those purposes;
  - (ii) the Purchaser must not make and furthermore will use its best endeavours to procure that the Owners Corporation of which the Purchaser is a member does not make, any objection or requisition or bring any claim or action, or issue, injunctive proceedings or any proceedings of any description against either the Vendor or the Builder or any other person as a consequence of anything connected with:
    - (A) any continuing surveying, engineering and construction works or rectification and repair works being carried out from time to time after the Settlement Date or in the Development, the Building, the Common Property or on any

Lot on the Plan and in respect to any access or use rights exercised by the Vendor or the Builder or other person in respect of them and in respect to any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from those works and/or the Vendor's or Builder's exercise of their rights under this Special Condition; or

- (B) the Vendor's marketing activities conducted from any lot on the Plan or any part of the Development after the Settlement Date involving, among other things, the placement and maintenance in any lot or lots on the Plan (except the Property) or upon the Common Property or other part of the Development, of sale signs, insignia and other fixtures and fittings for marketing purposes which the Vendor in its absolute discretion thinks fit and in respect to any access rights exercised by the Vendor in respect of those activities and any inconvenience that may result from those activities;
  - (C) the Vendor intends using or may in the future decide to use a lot for the marketing and selling of any unsold lots on the Plan and the Purchaser hereby consents thereto;
  - (D) the Builder may need access to the Property or to the Development after the Settlement Date to carry out rectification and repair works to the Development or to the Property or to another lot on the Plan or to carry out rectification or repair works, or for surveying, engineering and construction works and the Purchaser hereby grants to the Vendor, its servants or agents and the Builder an irrevocable right of access to the Property and the Development after the Settlement Date for those purposes.
- (iii) The Purchaser must not, and will use its best endeavours to procure that the Owners Corporation of which the Purchaser is a member does not, make any objection or requisition or bring any claim or action, or issue injunctive proceedings or any other proceedings of any description against either the Vendor or the Builder or any other person as a consequence of anything connection with:
- (A) any application for a permit or approval in connection with the Development;
  - (B) any continuing surveying, engineering and construction works or rectification and repair works being carried out from time to time after settlement in the Development, the Building, the Common Property or on any lot in the Plan and in respect to any access or use rights exercised by the Vendor or the Builder or other person in respect of them and in respect to any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from those works and/or the Vendor's or Builder's exercise of their rights under this Special Condition; or
  - (C) the Vendor's marketing activities conducted from any part of the Development after settlement involving, among other things, the placement and maintenance in any Lot (except the Property) or upon the Common Property or other part of the Development, of sale signs, insignia and other fixtures and fittings for marketing purposes which the Vendor in its absolute discretion thinks fit and in respect to any access rights exercised by the Vendor in respect of those activities and any inconvenience that may result from those activities.

## **40. Subject to finance**

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### **40.1 Application**

This Special Condition 40 only applies if the "Loan" section has been completed in the Particulars of Sale.

### **40.2 Definition**

In this Special Condition 40:

- (a) **"Approval Date"** means the approval date specified in the "Loan" of the Particulars of Sale;
- (b) **"Loan"** means a loan for not less than the Loan Amount for the purchase of the Property from a bank licensed to conduct banking business in Australia; and
- (c) **"Loan Amount"** means the loan amount specified in the "Loan" of the Particulars of Sale.

### **40.3 Purchaser's Obligations**

The Purchaser must:

- (a) apply for the Loan before, or within 2 Business Days after, the Day of Sale (time being of the essence);
- (b) do everything reasonably required to obtain approval of the Loan prior to the Approval Date;
- (c) keep the Vendor and the Vendor's Legal Practitioner informed of the progress of the Loan application; and
- (d) if the Loan application is refused or has not been approved on or before the Approval Date, promptly obtain and deliver to the Vendor and the Vendor's Legal Practitioner a copy of the letter signed by its lender stating why the Loan application was refused.

### **40.4 Non-satisfaction of condition**

- (a) If the Loan is not approved on or before the Approval Date (time being of the essence) and the Purchaser is not and has not been in default under this Contract, the Purchaser may end this Contract by giving written notice and a copy of the letter required by Special Condition 40.3(d) to the Vendor by 5.00pm on the day after the Approval Date (time being of the essence).
- (b) If the Purchaser validly terminates this Contract under Special Condition 40.4(a):
  - (i) the Vendor will refund the Deposit paid by the Purchaser to the Purchaser; and
  - (ii) neither party shall have any claim against the other except for any antecedent breach of this Contract.

### **40.5 Waiver**

If the Purchaser does not end this Contract within the time specified in Special Condition 40.4(a) (time being of the essence), the Purchaser is taken to have waived this condition.

## **41. Transfer of title**

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### **41.1 No sale or transfer**

Subject to Special Condition 41.2, the Purchaser may not sell or transfer title to the Land to any party without the Vendor's prior written consent until every lot on the Plan of Subdivision has been sold by the Vendor.

#### 41.2 **Authorised sale or transfer**

The Purchaser may and only with the prior written consent of the Vendor, sell or transfer the Land if:

- (a) the Purchaser has complied with all of the Purchaser's obligations under this Contract to the Vendor's satisfaction (acting reasonably); or
- (b) the Purchaser procures the transferee of the Land to sign a deed on terms acceptable to the Vendor pursuant to which the transferee agrees to comply with all of the obligations in this Contract which remain to be performed at the date of the proposed transfer of the Land.

#### 41.3 **No release**

The Purchaser will not be released from its obligations under this Contract upon any sale or transfer of the Land.

#### 41.4 **Essential term**

- (a) This Special Condition 41 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 41.
- (b) The Purchaser acknowledges that damages of themselves will not be sufficient remedy for breach by the Purchaser of this Special Condition 41 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 41.

### **42. Entire Contract**

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#### 42.1 **Acknowledgment**

The Purchaser warrants that except as is provided in this Contract or the Vendor's Statement:

- (a) the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner, including in relation to:
  - (i) any present use of the Property or any use to which the Property may be put or the fitness of the Property for any lawful purpose;
  - (ii) compliance with any Laws affecting the Property;
  - (iii) any development or subdivision which may be undertaken on or in relation the Property;
  - (iv) the existence or non-existence of any Contamination of the Property;
  - (v) the amenity or neighbourhood in which the Property is located; or
  - (vi) any financial return or income that may be derived from the Property;
- (b) no information, representation or warranty (express or implied) provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation or warranty has in fact been relied upon;
- (c) the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Property, including in relation to those matters referred in Special Condition 42.1(a);
- (d) to the extent permitted by law, the Vendor is not liable to the Purchaser as a result of or in connection with any information, representation or warranty having been provided or made

by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner;  
and

- (e) the Purchaser may not make any Claim by reason of any matter, thing or liability arising from:
- (i) any actual or alleged representation or warranty by any person;
  - (ii) any actual or alleged agreement or understanding not embodied in this Contract;  
and
  - (iii) any actual or alleged agreement with an owner of an adjoining property,
- in relation to anything concerning the Property.

#### 42.2 **Entire Agreement**

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

### 43. **General**

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#### 43.1 **Applicable Law**

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

#### 43.2 **Waiver**

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

#### 43.3 **Severance**

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

#### 43.4 **Co-operation**

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it, and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Contract.

#### 43.5 **Continuing Obligations**

The provisions of this Contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

#### 43.6 **Indemnities**

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.



#### 43.7 **Amendment**

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

#### 43.8 **Notices**

- (a) A notice may be served by being sent by fax to the fax number of a party or that party's solicitors specified in this Contract or last notified to the sender.
- (b) A notice may be signed by a party or a party's officer, legal representative or attorney.
- (c) A demand, notice or document will be considered received from a party:
  - (i) if delivered, on delivery;
  - (ii) if sent by pre-paid post, 2 Business Days after posting (if posted within Australia to an address in Australia) or 7 Business Days after posting (if posted to or from a place outside Australia); and
  - (iii) sent by fax, when the transmitting machine produces a written report that the notice has been sent in full.
- (d) If a notice is delivered or received by fax on a day that is not a Business Day or after 5pm on a Business Day, the notice will be considered delivered or received on the next Business Day.

#### 43.9 **Attorneys and Authorised Representatives**

- (a) Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
- (b) Each person who executes this Contract on behalf of a party as that party's authorised representative or agent declares that he or she has authority to do so.

#### 43.10 **Counterparts**

This Contract may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

#### 43.11 **Electronic delivery**

If a party delivers an executed counterpart of this Contract or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means:

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

#### 43.12 **Rule of Construction**

The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

## **44. Verdant Hill Landscaping Rebate**

---

### **44.1 Definitions**

In this Special Condition 44:

- (a) Design Guidelines mean the Verdant Hill Design Guidelines, a copy of which is attached to the Vendor's Statement and which can be varied by the Vendor in accordance with the terms of this Contract.
- (b) Dwelling means any house or dwelling constructed by the Purchaser on the Land in accordance with the terms of this Contract.
- (c) Garden means the curtilage between the front boundary of the Property and Dwelling.
- (d) Rebate means the sum of \$2,000.00 (inclusive of GST) payable in accordance with this Special Condition 44.

### **44.2 Acknowledgement**

- (a) The parties acknowledge that the intent of the Rebate is to ensure the establishment of high quality landscaped front gardens and nature strips in the Development, thereby creating a premium neighbourhood character.

### **44.3 Purchaser's Eligibility**

- (a) The Purchaser will be eligible to receive the Rebate if all of the following apply:
  - (i) the Purchaser's dwelling on the Land has achieved certificate of occupancy within 24 months of Settlement;
  - (ii) the Purchaser has completed the Purchaser's Garden landscaping and irrigation and driveway within 3 months of achieving a certificate of occupancy for the Dwelling;
  - (iii) the Purchaser has requested in writing an inspection of the Garden by the Vendor; and
  - (iv) in the Vendor's reasonable opinion, all fencing and landscaping on the Purchaser's Garden complies with the minimum requirements and recommendations in the Design Guidelines.

### **44.4 Payment of Rebate**

- (a) Subject to Special Condition 44.3, the Vendor agrees to pay to the Purchaser the Rebate:
  - (i) in cash;
  - (ii) by cheque;
  - (iii) if the parties agree, by electronic transfer of the payment.

## Annexure A – Guarantee and Indemnity

In consideration of the Vendor named and described in the Schedule annexed hereto entering into the Contract with the Purchaser named and described in the Schedule the party described as the Guarantor in the Schedule hereto (**Guarantor**) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
  - (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
  - (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
  - (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
4. The indemnity in clause 3:
  - (a) is in addition to and separate from the guarantee in clause 1; and
  - (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
5. The Guarantor must pay the Vendor the amount owing under the indemnity in clause 3 on demand by the Vendor.
6. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
8. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.

9. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.
10. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
11. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.
12. Where not inconsistent with the context the expression Guarantor as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

SCHEDULE

Vendor: **LEE MING INVESTMENTS PTY LTD ACN 114 584 422 as trustee for the Lee Ming Trust**

Purchaser:

Property: **Lot \_\_\_\_\_ on proposed Plan of Subdivision PS743088N, Stage 1, "Verdant Hill",  
Dohertys Road, Tarneit, Victoria 3029**

Guarantor:

EXECUTED by the Guarantors this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signed Sealed and Delivered by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )**

.....  
Signature of Witness

.....  
(Print) Name of Witness

.....  
Signature of \_\_\_\_\_

.....  
Address

**Signed Sealed and Delivered by \_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )**

.....  
Signature of Witness

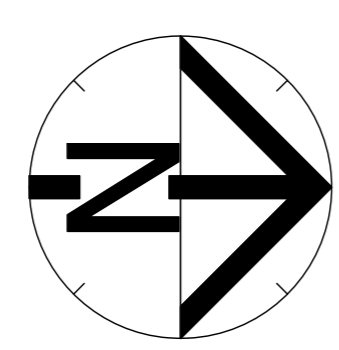
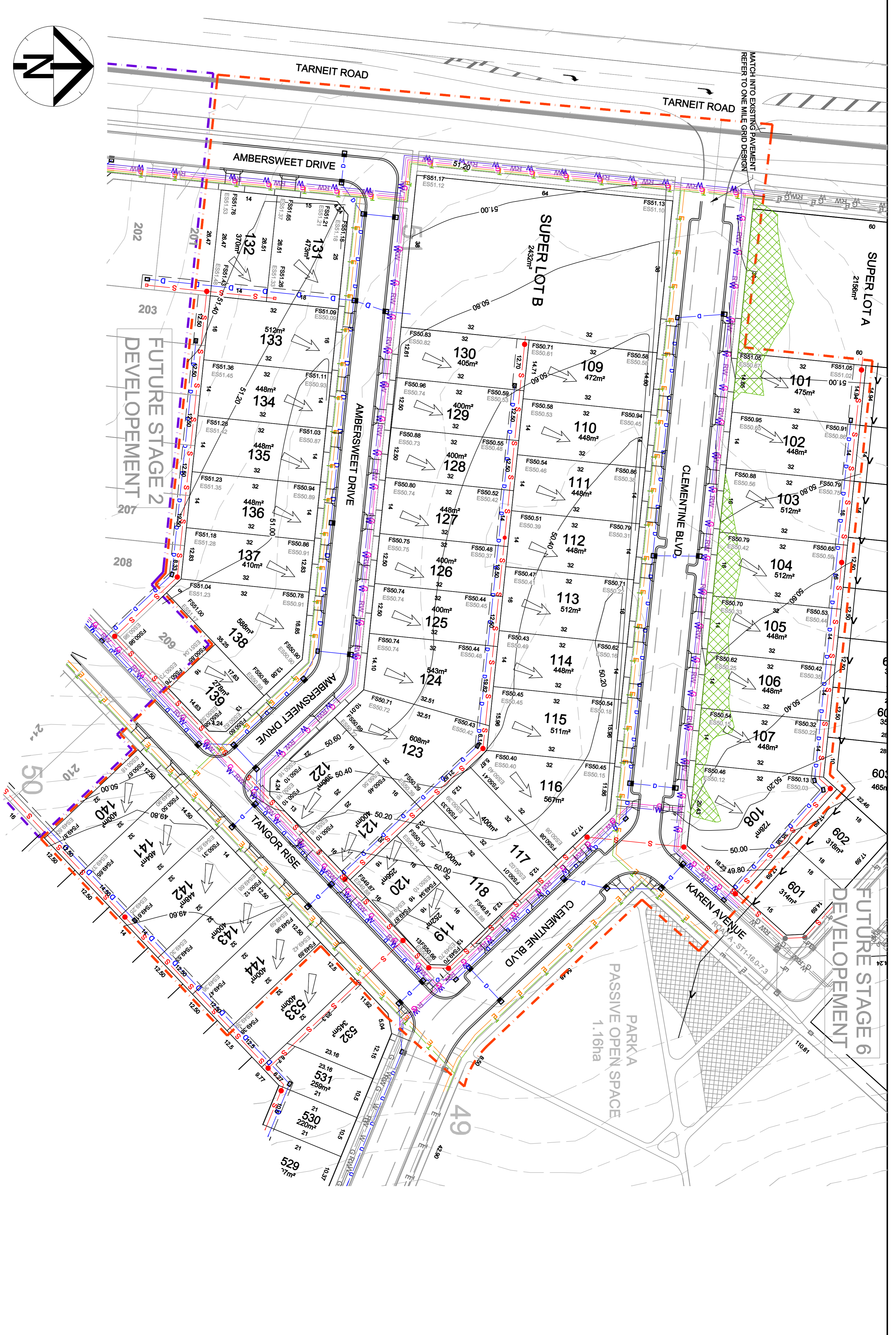
.....  
(Print) Name of Witness

.....  
Signature of \_\_\_\_\_

.....  
Address

## **Annexure B – Plan of Surface Level Works**

**(If in existence at the Day of Sale)**



REV	DESCRIPTION	DRAWN	CHECK	SUPV	APPR	DATE	DRAWING NO	REFERENCE DRAWING
A	PRELIMINARY REVIEW	HT	SW	SW	SW	22/08/16		

SCALE  
0 5 10 15 20 25m  
SCALE 1:300 AT ORIGINAL SIZE

CPR-RIGHT  
THE INFORMATION ON THIS DRAWING IS SUBJECT TO CPR-RIGHT AND IS NOT  
OR IN PART WITH ANY OTHER INTELLECTUAL PROPERTY APPROVAL OF  
CHARTEK KECK CRAMER

INITIALS	SIGNATURE	DATE
HT		
SW		
HT		
SW		

CLIENT  
LTT DEVELOPMENTS PTY LTD

**CHARTER.**  
KECK CRAMER

SIZE	PROJECT NO	DRAWING NO	SHEET NO	REV
A1		FS001	1 OF 1	A

TITLE  
VERDANT HILL-NH 01-STAGE 1  
TARNETT  
LOT FINISH SURFACE  
LAYOUT PLAN

Level 19, 8 Exhibition Street, Melbourne Vic 3000  
Tel: +61 3 8102 8888 Fax: +61 3 8102 8844  
Web: www.charterk.com.au

**LEGEND**

- EX-D — EX-D — EXISTING DRAINAGE
- D — D — PROPOSED DRAINAGE
- S — S — PROPOSED SEWER
- G — G — GAS
- E — E — U/G ELECTRICITY (INDICATIVE ONLY)
- T — T — U/G TEL/STPA (INDICATIVE ONLY)
- RW — RW — RECYCLE WATER
- W — W — WATER
- — — STAGE 1 BOUNDARY
- — — CUT OFF DRAIN
- — — FINISHED SURFACE CONTOUR
- — — EXISTING SURFACE CONTOUR
- — — LOT FILL AREA > 300mm
- — — FINISHED SURFACE LEVEL
- — — EXISTING SURFACE LEVEL
- — — LOT GRADING

## **Annexure C - Vendor's Statement**



# VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

PROPERTY Lot \_\_\_\_\_ on proposed Plan of Subdivision PS743088N, Stage 1, "Verdant Hill", Dohertys Road, Tarneit, Victoria 3029

## 1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges in accordance with Special Condition 26 of the Contract of Sale.
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser and in accordance with Special Condition 26 of the Contract of Sale.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

As attached.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

## 2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

## 3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

- (a) Are as set out in the Contract of Sale and the attached copies of title documents otherwise none known to the vendor.

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

**3.2 Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

**3.3 Road Access** - there is access to the property by road.

**3.4 Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

## **4. NOTICES**

**4.1 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 particulars are as follows:

Nil.

**4.2 Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Nil.

**4.3 Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

## **5. BUILDING PERMITS**

Particulars of any building permits issued in the past 7 years under the Building Act 1993 (required only where there is a residence on the land) are contained in the attached certificate.

## **6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.

## **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987), certificate or notice relating to the GAIC applicable to the land.

## **8. NON-CONNECTED SERVICES**

The following services are **not** connected to the land:

- (a) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) telephone service

## **9. TITLE**

Attached is:

- (a) a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land from which the Property will be derived and its location, being certificate of title volume 10092 Folio 073
- (b) Plan of Subdivision PS706371D
- (c) Proposed Plan of Subdivision No. PS743088N
- (d) Planning Permit WYP8792/15
- (e) Design Guidelines
- (f) Planning Certificate
- (g) Building Certificates
- (h) Land Information Statement
- (i) Water Land Information Statement
- (j) Land Tax Certificate
- (k) Roads Certificate
- (l) EPA Certificate
- (m) Designated Bushfire Prone Areas Map
- (n) GAIC Certificate

## **10. SUBDIVISION**

### **10.1 Unregistered Subdivision**

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been registered.

### **10.2 Staged Subdivision**

- (a) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:  
Nil
- (b) Details of any proposals relating to subsequent stages that are known to the vendor are as follows:  
Nil
- (c) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

### **10.3 Further Plan of Subdivision**

Attached is a copy of the plan which has not been certified or registered.

## **11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

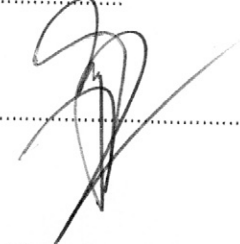
There is no certificate relating to Energy Efficiency Information applicable.

**12. DUE DILIGENCE CHECKLIST**

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is provided with, or attached to, this vendor's statement.

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

Date of this Statement: ..... 26, 8, 2016 .....

Signature of the vendor: .....  .....

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

Date of this Acknowledgment: ...../...../.....

Signatures of the purchaser: .....  
.....

## **Due diligence checklist**

### ***What you need to know before buying a residential property***

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### ***Urban living***

#### **Moving to the inner city?**

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

#### **Is the property subject to an owners corporation?**

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

### ***Growth areas***

#### **Are you moving to a growth area?**

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

### ***Flood and fire risk***

#### **Does this property experience flooding or bushfire?**

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

## ***Rural properties***

### **Moving to the country?**

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

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

### **Can you build new dwellings?**

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

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

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

## ***Soil and groundwater contamination***

### **Has previous land use affected the soil or groundwater?**

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

## ***Land boundaries***

### **Do you know the exact boundary of the property?**

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

## ***Planning controls***

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

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

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

### **Are there any proposed or granted planning permits?**

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

## ***Safety***

### **Is the building safe to live in?**

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

## ***Building permits***

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## ***Utilities and essential services***

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

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

## ***Buyers' rights***

### **Do you know your rights when buying a property?**

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



Register Search Statement - Volume 10092 Folio 073

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No part may be reproduced by any process except in accordance with  
the provisions of the Copyright Act and for the purposes of Section  
32 of the Sale of Land Act 1962 or pursuant to a written agreement.  
The information is only valid at the time and in the form obtained  
from the LANDATA REGD TM System. The State of Victoria accepts no  
responsibility for any subsequent release, publication or reproduction  
of the information.

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

VOLUME 10092 FOLIO 073

Security no : 124061211473T  
Produced 08/07/2016 11:24 am

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 706371D.  
Created by Application No. 071623K 04/11/1992

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

LEE MING INVESTMENTS PTY LTD of "THE REAR OF" 833 BURKE ROAD CAMBERWELL VIC  
3124  
AE526303S 04/08/2006

ENCUMBRANCES, CAVEATS AND NOTICES

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.

Warning as to Dimensions

Any dimension and connecting distance shown is based on the description  
of the land as contained in the General Law Title and is not based on  
survey information which has been investigated by the Registrar of Titles.

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

DIAGRAM LOCATION

SEE PS706371D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: DOHERTYS ROAD TARNEIT VIC 3029

DOCUMENT END

Delivered from the Landata® System by SAI Global Property Division Pty Ltd  
Delivered at 08/07/2016, for Order Number 37807374. Your reference: FS:612188.

Signed by Council: Wyndham City Council, Council Ref: WYS2121/11, Original Certification: 11/01/2012, S.O.C.: 11/01/2012

<b>PLAN OF SUBDIVISION</b> UNDER SECTION 35 OF THE SUBDIVISION ACT 1988	STAGE No.	LRS USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS706371D</b>
--	-----------	----------------------------------	---------------------------------

**LOCATION OF LAND**

PARISH: TARNEIT  
 TOWNSHIP: -  
 SECTION: 22  
 CROWN ALLOTMENT: -  
 CROWN PORTION: C

TITLE REFERENCES: VOL.10092 FOL.073

LAST PLAN REFERENCE: TP66525D

POSTAL ADDRESS (AT TIME OF SUBDIVISION): DOHERTYS ROAD, TARNEIT, 3029

MGA CO-ORDINATES (APPROX. CENTROID):  
 E 295 830  
 N 5 812 230 ZONE 55

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: WYNDHAM CITY COUNCIL REF:

A. THIS IS A PLAN UNDER SECTION 35 OF THE SUBDIVISION ACT 1988 WHICH DOES NOT CREATE ANY ADDITIONAL LOTS.

B. THIS PLAN IS EXEMPT FROM PART 3 OF THE SUBDIVISION ACT 1988.

C. THIS IS A PLAN UNDER SECTION 35 OF THE SUBDIVISION ACT 1988 WHICH CREATES (AN) ADDITIONAL LOT(S).

D. IT IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.

E. IT IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.

F. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /

G. THIS IS A STATEMENT OF COMPLIANCE UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.

COUNCIL DELEGATE  
 COUNCIL SEAL  
 DATE / /

**VESTING OF ROADS OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	WYNDHAM CITY COUNCIL

ROAD R1 VESTS IN THE WYNDHAM CITY COUNCIL WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

**NOTATIONS**

DEPTH LIMITATIONS: DOES NOT APPLY

STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.

LAND TO BE ACQUIRED BY AGREEMENT : NIL  
 LAND TO BE ACQUIRED BY COMPULSORY PROCESS : ROAD R1

ALL LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.

**THIS IS A SPEAR PLAN.**

SURVEY: THIS PLAN IS BASED ON PARTIAL SURVEY. DIMENSIONS SHOWN UNDERLINED ARE NOT BASED ON SURVEY. LOT 1 HAS "WARNING AS TO DIMENSIONS".

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS PM94 AND PM759 BUT IS NOT IN A PROCLAIMED SURVEY AREA.

**VESTING DATES OF ACQUIRED LAND**

LAND AFFECTED	VESTING DATE	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION		ASSISTANT REGISTRAR OF TITLES SIGNATURE
		GOVERNMENT GAZETTE		
		PAGE	No.	
ROAD R1	<b>29/12/11</b>	<b>3078</b>	<b>G 52</b>	<b>LW</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	TRANSMISSION OF ELECTRICITY	SEE DIAGRAM	BOOK 682 No.992	STATE ELECTRICITY COMMISSION OF VICTORIA

**LRS USE ONLY**

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED

DATE: **15/3/12**

**LRS USE ONLY**

PLAN REGISTERED  
 TIME: **2:23 PM**  
 DATE: **19/4/12**

**LW**  
 ASSISTANT REGISTRAR OF TITLES.

SHEET 1 OF 2 SHEETS

**BARKER MONAHAN**  
 A.C.N. 005 394 865  
 SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS  
 581 GILBERT ROAD, PRESTON 3072  
 P.O. BOX 2546 REGENT WEST 3072  
 TELEPHONE 9478 6133 FAX 9470 5189  
 EMAIL: survey@barkermonahan.com.au

LICENSED SURVEYOR: DAVID JOHN MONAHAN

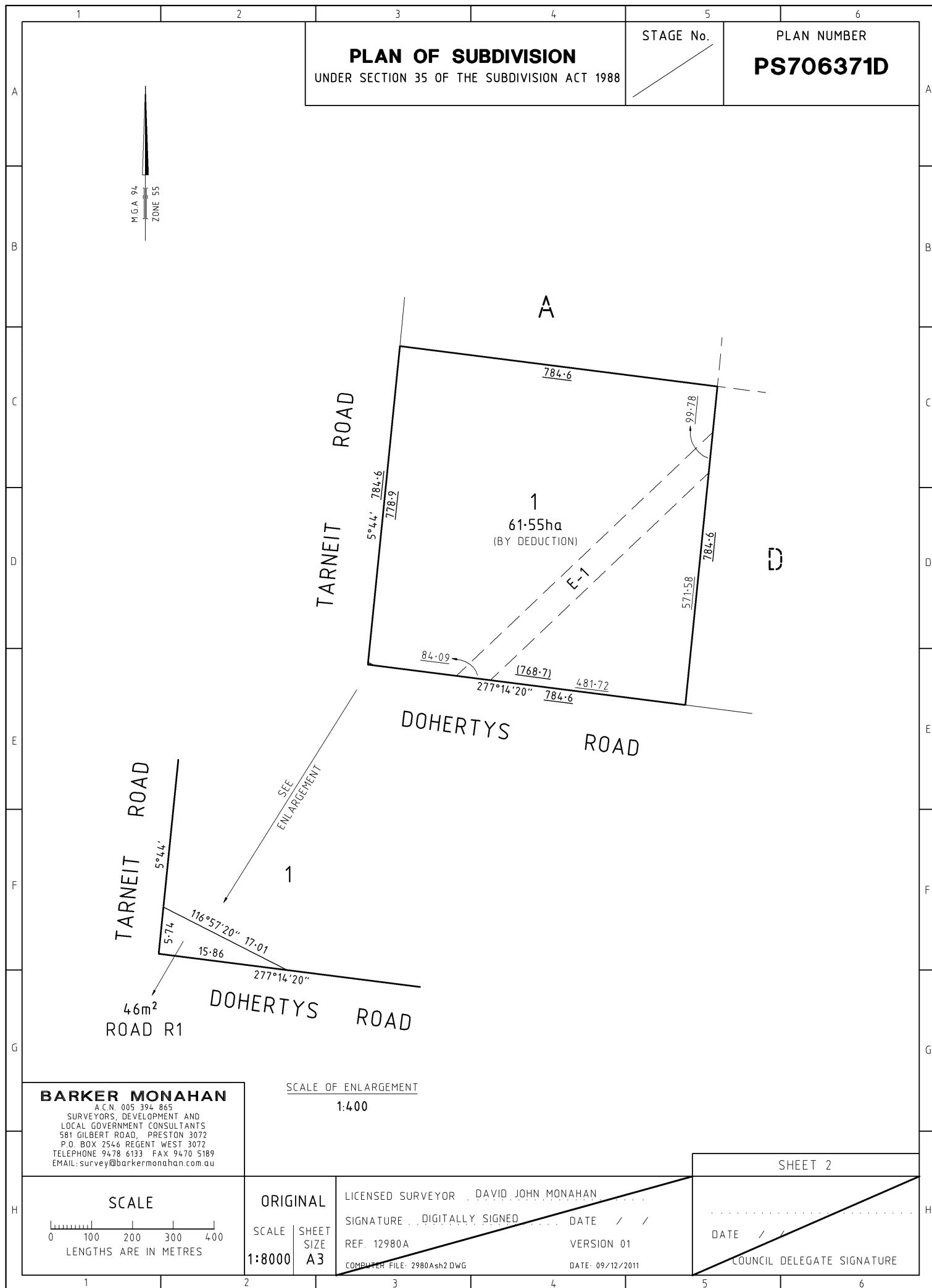
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REF. 12980A VERSION 01  
 COMPUTER FILE: 2980Ash1.DWG DATE: 09/12/2011

DATE: / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



# PLAN OF SUBDIVISION

EDITION 1

PS 743088 N

## LOCATION OF LAND

**Parish :** TARNEIT  
**Township :** -  
**Section :** 22  
**Crown Allotment :** -  
**Crown Portion :** C (PART)

**Title Reference :** VOL. FOL.

**Last Plan Reference :** LOT 1 ON PS743067W

**Postal Address :** DOHERTYS ROAD  
 (at time of subdivision) TARNEIT VIC 3029

**MGA Co-ordinates** E 295 830 ZONE : 55  
 (of approx. centre of land in plan) N 5 812 230

COUNCIL NAME: WYNDHAM CITY COUNCIL

PRELIMINARY

DISCLAIMER:  
 WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM DRAWINGS ENDORSED AS PART OF PLANNING PERMIT No. ISSUED BY COUNCIL.  
 THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS:  
 i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES;  
 ii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN.  
 CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON.  
 THIS PLAN MUST NOT BE REPRODUCED EXCEPT:  
 a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND  
 b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R-1	WYNDHAM CITY COUNCIL

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. REFER TO SHEET 5 FOR DETAILS.

## NOTATIONS

**DEPTH LIMITATION:** Does not apply.

**Survey :** THIS PLAN IS BASED ON SURVEY.  
**Staging :** THIS IS NOT A STAGED SUBDIVISION  
 PLANNING PERMIT No.

To be completed where applicable:  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)  
 IN PROCLAIMED SURVEY AREA No.

VERDANT HILL - Release 1  
 Area of Release: 3.209ha  
 No. of Lots: 44 Residential Lots, 1 Super Lot

## 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	TRANSMISSION OF ELECTRICITY	64	Book 682 No.992	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2	DRAINAGE	3	THIS PLAN	WYNDHAM CITY COUNCIL
E-2	SEWERAGE	3	THIS PLAN	CITY WEST WATER LTD

**CHARTER.**  
**KECK CRAMER**

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
 Telephone 03 8102 8888 www.charterkc.com.au

SURVEYOR'S REF: J043446-S1

24/08/16

ORIGINAL SHEET SIZE: A3

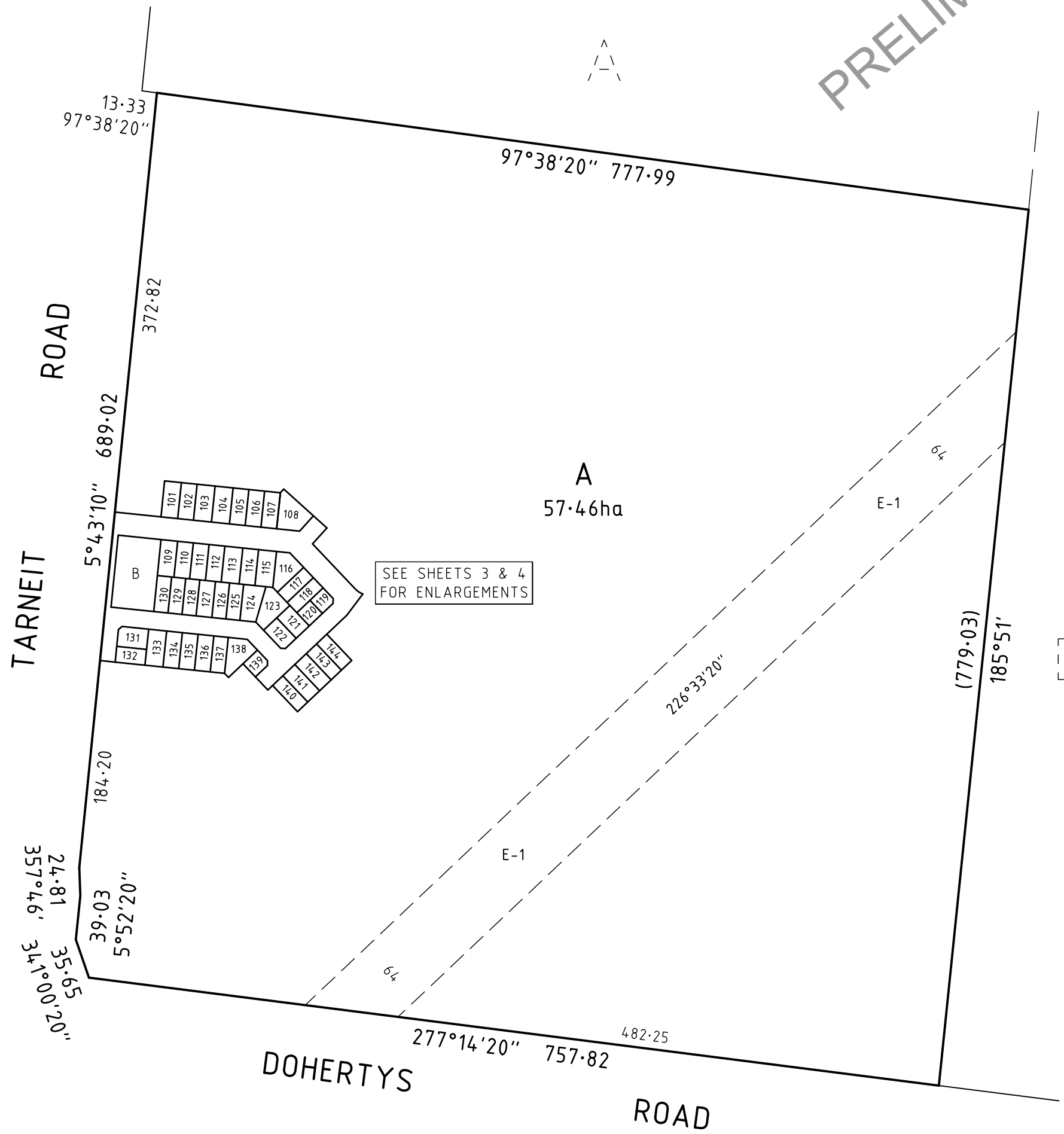
SHEET 1 OF 5

NICHOLAS J. MOORE

VERSION 2

PRELIMINARY

MGA94 ZONE 55

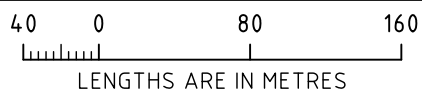


SURVEYOR'S REF: J043446-S1

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Telephone 03 8102 8888 www.charterkc.com.au

SCALE  
1:4000



NICHOLAS J. MOORE  
VERSION 2

ORIGINAL SHEET SIZE: A3

SHEET 2

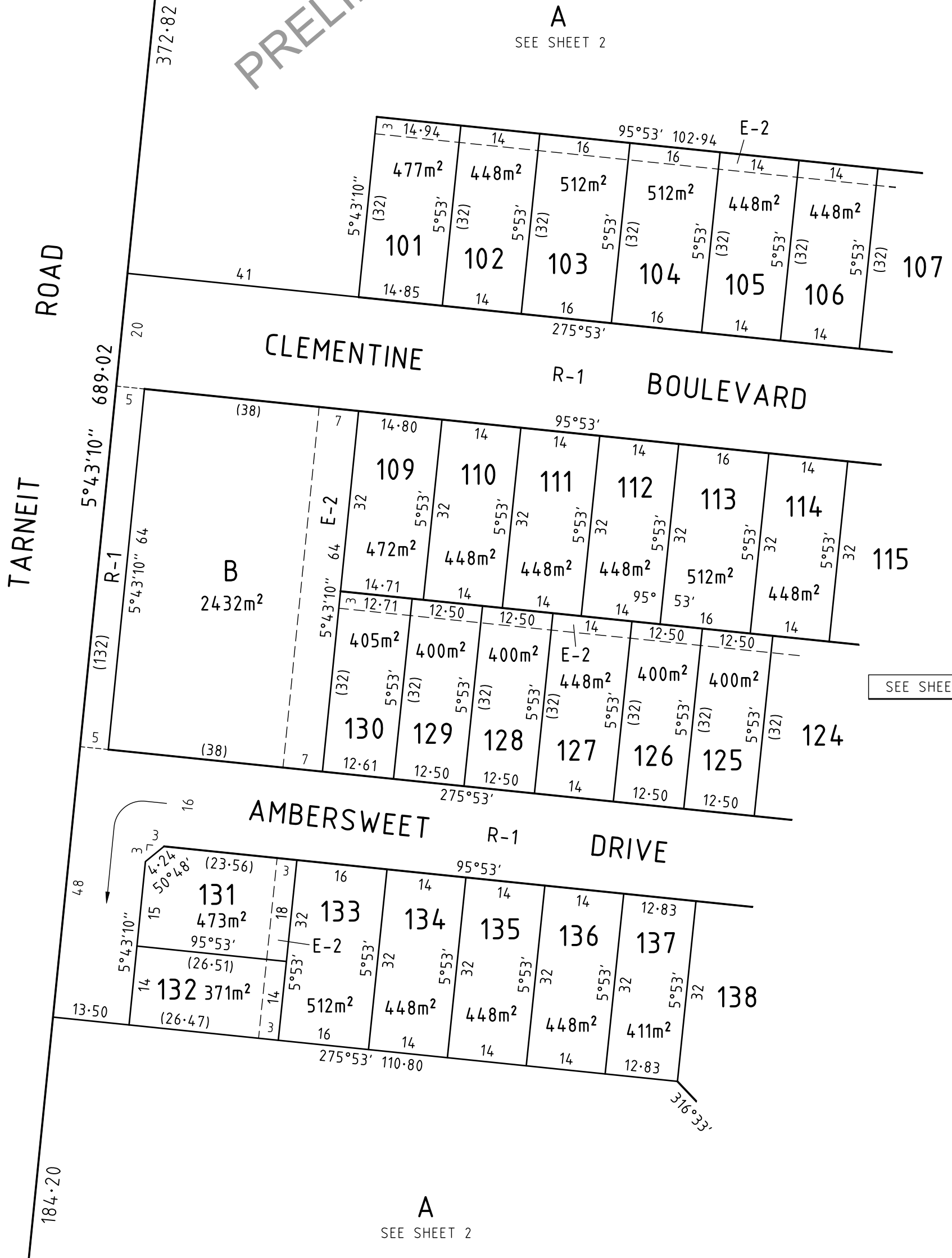
PS 743088 N

MGA94 ZONE 55



PRELIMINARY

A  
SEE SHEET 2

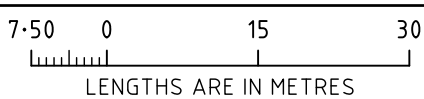


SURVEYOR'S REF: J043446-S1

**CHARTER.**  
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

SCALE  
1:750



NICHOLAS J. MOORE  
VERSION 2

ORIGINAL SHEET SIZE: A3

SHEET 3

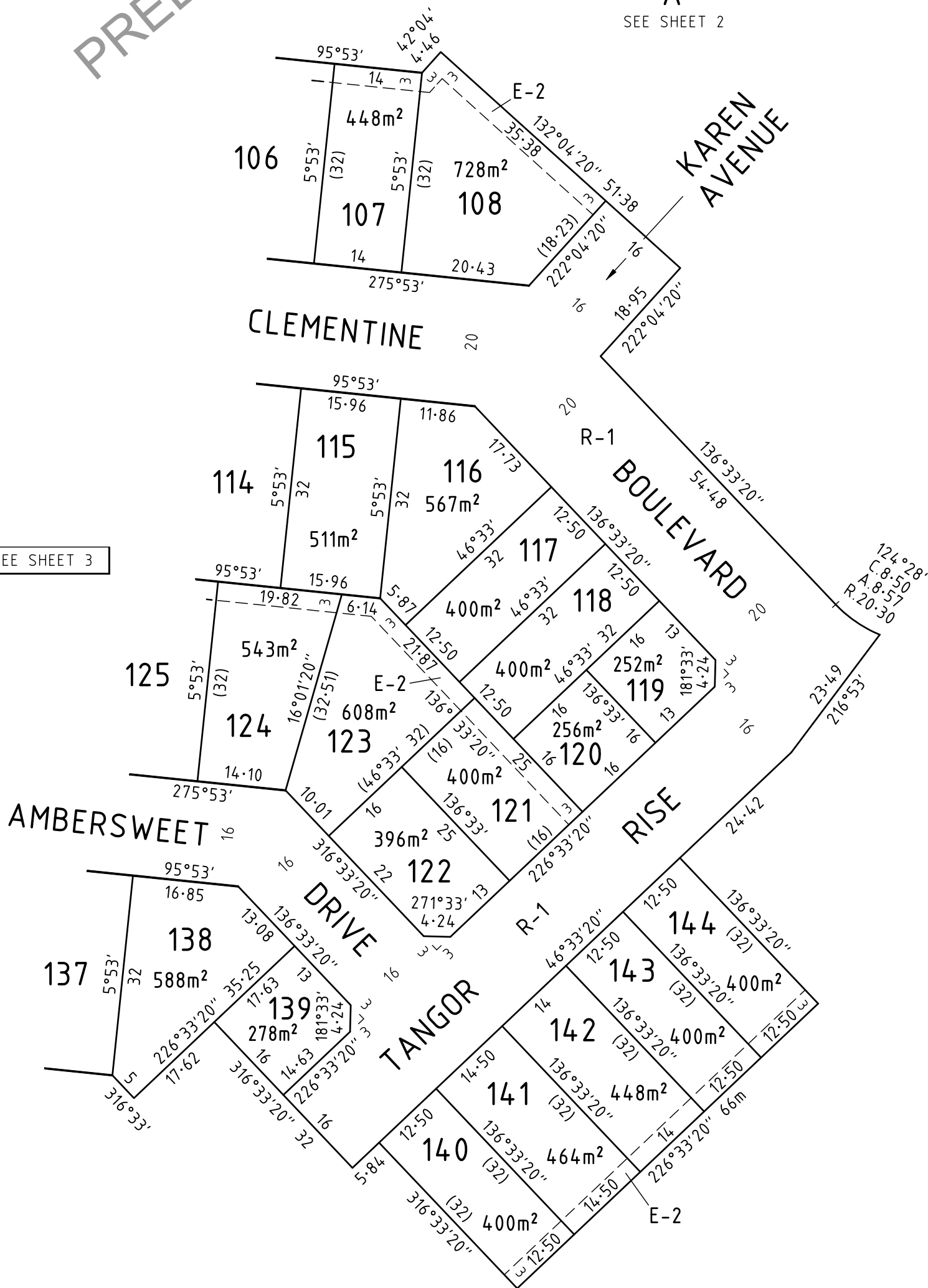
MGA94 ZONE 55



PRELIMINARY

A  
SEE SHEET 2

SEE SHEET 3



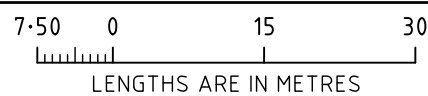
A  
SEE SHEET 2

SURVEYOR'S REF: J043446-S1

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KECK CRAMER

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SCALE  
1:750



ORIGINAL SHEET SIZE: A3

SHEET 4

NICHOLAS J. MOORE  
VERSION 2

**CREATION OF RESTRICTION 1**

Upon registration of this plan the following restriction is created:

Land to be burdened: See Table 1  
Land to benefit: See Table 1

Description of Restriction

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not:

Build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code for Type A allotments incorporated into the Wyndham Planning Scheme unless a planning permit is granted by the responsible authority for a building that does not conform with the Small Lot Housing Code.

The restriction shall cease to apply from the date of issue of an occupancy permit for the dwelling on the relevant burdened lot.

**TABLE 1**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
119	118,120
120	118,119,121
139	138

**CREATION OF RESTRICTION 2**

Upon registration of this plan the following restriction is created:

Land to be burdened: See Table 2  
Land to benefit: See Table 2

Description of Restriction

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not:  
Build or permit to be built any dwelling that has less than two storeys.

The restriction shall cease to apply from the date of issue of an occupancy permit for the dwelling on the relevant burdened lot.

**TABLE 2**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105, 107
107	106, 108
108	107
109	110
110	109, 111

**TABLE 2 continued**

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
111	110, 112
112	111, 113
113	112, 114
114	113, 115
115	114, 116
116	115, 117
117	116, 118
118	117, 119
119	118

SURVEYOR'S REF: J043446-S1

SCALE



ORIGINAL SHEET SIZE: A3

SHEET 5

**CHARTER.**  
**KECK CRAMER**

Level 19/8 Exhibition Street, Melbourne Victoria 3000  
Telephone 03 8102 8888 www.charterkc.com.au

NICHOLAS J. MOORE  
VERSION 2





Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia  
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777  
Facsimile (03) 9741 6237  
Email mail@wyndham.vic.gov.au  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

DX 30258 Werribee Vic  
ABN: 38 393 903 860

WYP8792/15

24 June 2016

Echelon Planning  
PO Box 298  
BRUNSWICK VIC 3056

Dear Sir/Madam,

**Planning Permit Application No.:** WYP8792/15  
**Description:** Residential Subdivision of land, removal of dry stone walls pursuant to Clause 52.37 and creation of Road Reserve R1.  
**Location:** Dohertys Road  
TARNEIT VIC 3029  
V 11346 F 666 L 1 PS 706371 Tarneit Parish

I advise that your application for a planning permit has been approved under the Wyndham Planning Scheme and the permit is enclosed.

This permit should be carefully considered as Council's approval is subject to the proposed use/development complying with all permit conditions.

If endorsed plans are not enclosed with the permit, please check the conditions to ascertain whether amended plans are required. You are reminded that the proposal permitted cannot commence before amended plans have been submitted to and approved by Council.

Should you have any further enquiries regarding the above matter, please contact me on 9742 0930.

Yours faithfully,

**Jeannie Mehmet**  
Principal Planner

Encl.

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

## THE PERMIT ALLOWS:

Residential Subdivision of land, removal of dry stone walls pursuant to Clause 52.37 and creation of Road Reserve R1.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

### Amended Plans

1. A plan of subdivision must not be lodged with the Council for certification under the Subdivision Act 1988 until a modified plan has been submitted to and approved by the Responsible Authority. When approved the plan will be endorsed and will then form part of this permit. The plan must be generally in accordance with the plans 1020/101-105 dated 28/03/16 but modified to show in particular:
  - a) Provision of an overall plan of subdivision for endorsement which addresses all the condition 1 requirements of this permit and includes:
    - i. Lot numbering, widths and lengths
    - ii. Street widths
    - iii. Park sizes and outline (no detail on park layout or features as this is to be addressed as part of landscaping approval by Urban Spaces and Civil Works)
    - iv. Removal of landscaping detail (to be addressed as part of landscaping approval by Urban Spaces and Civil Works)
    - v. Superlot outlines
    - vi. Lot mix
    - vii. All paths, connections, stormwater assets and features as required by the Tarneit North PSP and requested by condition 1 of this permit

---

Date Issued

Signature for the Responsible Authority



24 June 2016

Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

- b) The on-road bike lane and shared path on Tarneit Road and Dohertys Road is to be shown on the plans in its entirety in accordance with Plan 7 of the Tarneit North PSP.
- c) The dry stone wall shown to be retained in plan 3 of the Tarneit North PSP is to be shown in its full entirety throughout the Dry Creek Corridor in accordance with Plan 3 and marked as 'to be retained'.
- d) The dry stone wall shown within the Tarneit Road tree reserve to be shown on the plan as to be retained in the interim prior to the widening of Tarneit Road or the undertaking of any civil works (e.g. water, sewer, power).
- e) The proposed 4m paper road abutting Tarneit Road adjacent to the Super Lots A & B must be increased to 5m in accordance with Cross Section 3 of the Tarneit North PSP.
- f) Potential Future Pedestrian Crossing to be noted on the plan as "indicative location only and final location to the satisfaction of Council".
- g) A note on the plans to indicate that the footprint of WL5 (Stormwater Quality Asset) is subject to change pending detailed design.
- h) Total width (mid block) of Tarneit Road to be shown at 34m.

### No subdivision layout alteration

2. The subdivision permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

### Building Envelopes (lots greater than 300sqm)

3. Prior to the issue of a Statement of Compliance for each stage of the subdivision under the Subdivisions Act 1988, where Building Envelopes are proposed a plan showing Building Envelopes for each lot greater than 300 square metres in area must

---

Date Issued

24 June 2016

Signature for the Responsible Authority



Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

be submitted to and approved in writing (endorsed) by the Responsible Authority. The approved Building Envelopes will be endorsed under this permit. The restriction must provide for:

- a) Building envelope plans that apply to each relevant lot;
- b) All buildings to conform to the building envelope on the relevant lot;
- c) The construction of a building outside the building envelope only with the written consent of the responsible authority.

Once approved, the building envelopes must be applied and registered as a restriction (eg. MCP/Instrument) on Title.

### Payment of Development Infrastructure Contribution

4. A development infrastructure levy must be paid to the Collecting Agency in accordance with the provisions of the approved Development Contributions Plan applying to the land. Unless otherwise agreed, the Development Infrastructure Levy must be paid to the Collecting Agency within the times specified in the Development Contributions Plan or if no time is specified then after certification of the relevant plan of subdivision but not more than 21 days before a Statement of Compliance is issued in respect of that plan under the Subdivision Act 1988.
5. Unless otherwise agreed, a Schedule of Development Contributions must be submitted with each stage of the plan of subdivision. This Schedule of Development Contributions must show the amount of development contributions likely to be payable for each subsequent stage and the value of the development contributions in respect of prior stages to the satisfaction of the Collecting Agency.

### Secondary Consent Provision

6. Where any plan is required under these conditions to be lodged for the approval of the responsible authority, any building or works carried out on the land must be carried out in accordance with the approved plan (s) to the satisfaction of the Responsible Authority.

---

Date Issued

24 June 2016

Signature for the Responsible Authority



Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

7. Prior to the certification of the plan of subdivision a staging plan must be submitted to an approved by the Responsible Authority. The plan must show all land in the permit area (including the water way corridor) as within a stage. When approved the plan will be endorsed and will then form part of this permit.
8. The subdivision of the land must proceed in the order of staging shown in the approved stages plan except with the prior written consent of the Responsible Authority.
9. The landscape works shown on the approved landscape plan for any stage must be carried out and completed to the satisfaction of the Responsible authority prior to the issue of a Statement of Compliance for that stage or any other time agreed in writing by the Responsible Authority.

### Cultural Heritage Management Plan

10. All recommendations outlined in the CHMP prepared by AHMS and approved 26 November 2015 are to be implemented to the satisfaction of the responsible authority.

### Land transfer with Neighbourhood 2

11. The owner agrees that the Open Space requirements are shared between Neighbourhood 1 and Neighbourhood 2 such that 0.16ha will be transferred to PNE-02 from P NE-06 thus reducing P NE-06 in size to 1.16ha.

### Agreement with relevant authorities for utility services

12. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.

---

Date Issued

Signature for the Responsible Authority



24 June 2016

Jeannie Mehmet  
Principal Planner

**PLANNING  
PERMIT**

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

**ADDRESS OF LAND:**

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

**Provision of Telecommunications services**

13. The owner of the land must enter into an agreement with:
- (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.

**Telecommunications services prior to SoC**

14. 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.

**Fire Hydrant Requirements**

15. Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of standard C29 (Clause 56 - ResCode), fire hydrants must be provided to the satisfaction of the relevant fire authority.

---

**Date Issued**

**Signature for the Responsible Authority**



**24 June 2016**

**Jeannie Mehmet  
Principal Planner**

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

### Removal of excavated material

16. Approval for the removal and disposal of any excavated material or top soil from the subject land is required from the Council.

### Dust from material stockpiles

17. Adequate measures must be undertaken to ensure dust from materials stockpiled does not affect adjoining properties or surrounding area, to the satisfaction of the Responsible Authority. Adequate measures to control dust must be in place at all times whilst works are being undertaken to the satisfaction of the Responsible Authority.

### During Construction

18. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours as defined by the Public Health and Wellbeing Act 2008. Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008.

### Certified Plans to be referred under S8 of Subdivision Act

19. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

### Satisfactory Continuation of Subdivision

20. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.

---

Date Issued

24 June 2016

Signature for the Responsible Authority



Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

### Construction Management Mitigation Plan

21. Prior to certification, a Construction Management Mitigation Plan (CMMP) must be submitted to the satisfaction of the Responsible Authority and Melbourne Water. When approved, the plan will be endorsed and then form part of the permit. This CMMP must detail methods to be employed during construction of the subdivision to control construction impacts on environmental values including habitat, water quality, sites of biological and cultural significance and vegetation to be retained on the site.

### Environmental Management Plan

22. Prior to the commencement of any works, an Environmental Management Plan (EMP) must be submitted to the satisfaction of Council and DELWP. When approved, the plan will be endorsed and then form part of the permit. This EMP must include:
- (a) Remnant vegetation protection methods;
  - (b) Pest management methods;
  - (c) Details of the proposed landscape, rehabilitation and revegetation of open space areas;
  - (d) Details of the weed management program for the site;
  - (e) A monitoring schedule showing the proposed monitoring procedures to mitigate environmental harm or nuisance and corrective actions outlining the procedures to be followed in the event of non-compliance with the monitoring schedule.

### Conditions required by Tarneit North Precinct Structure Plan

23. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lot that will include a restriction on title allowing the use of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Wyndham Planning Scheme.

---

Date Issued

Signature for the Responsible Authority



24 June 2016

Jeannie Mehmet  
Principal Planner



**PLANNING  
PERMIT**

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

**ADDRESS OF LAND:**

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

24. 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.

**Kangaroo Management Plan**

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

**Salvage and Translocation**

26. 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 and Primary Industries.

**Bushfire Management**

27. Prior to the commencement of works for a stage of subdivision a Construction Management Plan (CMP) that addresses Bushfire Risk Management must be submitted to and approved by the Responsible Authority and the CFA. The CMP must specify, amongst other things:
- a) Measures to reduce the risk from fire within the surrounding rural landscape and protect residents from the threat of fire;
  - b) A separation buffer, consistent with the separation distances specified in AS3959-2009, between the edge of development and non-urban areas; and
  - c) How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

---

**Date Issued**

**Signature for the Responsible Authority**



**24 June 2016**

**Jeannie Mehmet  
Principal Planner**

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

### Road widening

28. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred to or vested in Council at no cost to the acquiring agency unless funded by the Wyndham North Development Contributions Plan.

### Public transport

29. Unless otherwise agreed by Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:
- 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.
  - At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

### Provision of open space reserves

30. Before the Statement of Compliance for any stage is issued under the Subdivision Act 1988, a public open space contribution as specified for the land in the Schedule to Clause 52.01 of the Wyndham Planning Scheme must be made to the Council in a manner which is consistent with the Precinct Structure Plan applying to the land (please refer to footnote on permit).

### Land required for public open space

31. Prior to the issue of a Statement of Compliance, land required for public open space as a local or District Park, as set out in the Tarneit North Precinct Structure Plan or the Wyndham North Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless the land is funded by the Wyndham North Development Contributions Plan.

---

Date Issued

Signature for the Responsible Authority



24 June 2016

Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

Application No.: WYP8792/15  
Planning Scheme: Wyndham Planning  
Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

### Utilities

32. Prior to Statement of Compliance for the relevant stage, all existing and new electricity supply infrastructure (excluding substations and cables of a voltage of 66kv or greater) must be provided underground.
33. Prior to the statement of compliance of the relevant stage, all above-ground utilities must be identified and be designed to the satisfaction of the relevant authority. Where that infrastructure is intended to be located in public open space, the land required to accommodate that infrastructure will not be counted as contributing to open space requirements classified under Clause 52.01 or within the Wyndham North.
34. Design and placement of underground services in new or upgraded streets should utilise the service placement guidelines outlined in Appendix D of the Tarneit North Precinct Structure Plan unless other wise agreed in writing by the Responsible Authority.

### Removal of Dry Stone Walls

35. Prior to the commencement of works, a plan for the re-provision of the removed sections of Dry Stone Wall must be submitted to, and approved in writing by the Responsible Authority. The plan should include (but not be limited to) details of the following:
  - a) Overall means of restoration;
  - b) Location of the restored wall(s)
  - c) The reconstruction/rebuilding on a new alignment of a sufficient amount of the walls so as to retain the historical landscape character of the area;
  - d) Confirmation the works will be undertaken by an expert dry stone waller (rather than a landscaping contractor).

---

Date Issued

Signature for the Responsible Authority



24 June 2016

Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

Application No.: WYP8792/15  
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Responsible Authority: Wyndham City Council

## ADDRESS OF LAND:

Land Title: V 11346 F 666 L 1 PS 706371 Tarneit Parish  
Land Address: Dohertys Road TARNEIT VIC 3029

When approved, the plans/details will be endorsed and will then form part of this permit.

### Maintenance of Retained Dry Stone Walls

36. Prior to Statement of Compliance of each stage that includes a Section of retained Dry Stone Wall a report must be submitted to Council confirming that the relevant details outlined in Requirement 12, 13 and 14 of the Tarneit North PSP have been satisfied for those sections of Dry Stone Wall that is to be retained.

### Installation of services and Dry Stone Walls

37. Installation of services across the alignment of retained dry stone walls is to be undertaken by boring rather than open trenching. If open trenching or disturbance to the wall is unavoidable, a minimum section of wall may be temporarily removed and then reinstated to original condition. Any reinstatement or repair of walls is to be undertaken by a professional craftsman and is to be consistent with the construction style of the original wall and reinstated to the satisfaction of the Responsible Authority.

Any subsequent reinstatement is to use stone from (in order of priority):

- a) the original wall in that location (including fallen stone adjacent to the wall);
  - b) a nearby section of the wall approved to be removed;
  - c) from the adjacent paddock;
  - d) from walls approved to be removed in the nearby area (including stone stockpiled by Council);
38. The dry stone walls to be retained must be checked by a qualified waller for any loose stone. Any loose stone must be reinstated in the wall in secure position in accordance requirement R12 of Tarneit North PSP and Clause 52.37 of the Wyndham Planning Scheme.

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Date Issued

Signature for the Responsible Authority



24 June 2016

Jeannie Mehmet  
Principal Planner

# PLANNING PERMIT

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Planning Scheme: Wyndham Planning  
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39. Remnant walls must not be used as entry features but may be used as park features, subject to detailed landscape approval by Council's Urban Spaces and Civil Works Department.
40. Rocks of drystone walls to be removed must be secured and stored for re-use in drainage reserve and/or parks to the satisfaction of the Responsible Authority
41. The dry stone wall identified with potential for retention on plan 3 of the Tarneit North PSP on the eastern side of Tarneit Road is to be retained in the interim until such time as road widening works are undertaken on Tarneit Road. Following the widening of Tarneit Road, at least 50m of the wall should be reconstructed on a new alignment to the satisfaction of the responsible authority.

### Conditions at the request of Council's Urban Spaces and Civil Works Department

#### Landscape Works Streetscape

42. Landscape plans are required to be submitted to and approved by Council's City Presentation Department prior to the issue of a Statement of Compliance. These plans will show the development of nature strips, paths and shared trails, and landscaping as appropriate. The landscape works shown on the plans will be delivered by the applicant as part of the overall development. The following is also required to be shown on the plans:
  - a) All surface treatments
  - b) The botanical name, height and width at maturity, calliper, and location of all vegetation to be used.
  - c) A method of preparing surface drainage, watering and maintaining the landscape area.

An accompanying works specification must be submitted to Council.

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### Landscape Works Reserve

43. Landscape plans are required to be submitted to and approved by Council's City Presentation Department prior to the issue of a Statement of Compliance. These plans will show the development of reserves to include playgrounds, paths and shared trails, park furniture, landscaping and recreation facilities as appropriate to the size and proposed use of the reserve, and in accordance with the endorsed plans. The landscape works shown on the plans will be delivered by the applicant as part of the overall development. The following is also required to be shown on the plans:

- a) All surface treatments.
- b) The location, type and height of all fencing.
- c) The botanical name, height and width at maturity, calliper, and location of all vegetation to be used.
- d) A method of preparing surface drainage, watering and maintaining the landscape area.
- e) A barrier, where necessary, along road boundaries to prevent public vehicles entering the reserve.
- f) Substation kiosks as required to service residential and other private lots must not be located in or immediately adjacent to landscape reserves.

An accompanying works specification must be submitted to Council.

### Landscaping of reserves including rubbish/weed removal

44. The reserve(s) shown on the endorsed plan(s) must be cleared of all rubbish, noxious weeds, debris and spoil and must be levelled, graded and developed to the satisfaction of the Responsible Authority, specifically Council's City Presentation Department, to allow for future maintenance by Council. Such landscaping must be in accordance with a plan approved by the Responsible Authority prior to certification of the Plan of Subdivision.

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### Landscaping Bonds

45. Landscaping bonds to a value agreed to be the Responsible Authority must be paid prior to the issue of Statement of Compliance. These bonds are to comprise 150% of the total value of the landscaping works to cover the outstanding works and a further 35% of the total landscaping cost to cover the maintenance period. An Opinion of Probable cost must be submitted with landscape plans to assess the bonds value.

### Fencing of Reserves

46. Where lots shown on the endorsed plan(s) have a common boundary with any Reserve for Municipal Purposes, Tree Reserve, Floodway Reserve, etc. such boundary must be fenced to the satisfaction of and at no cost to the Responsible Authority in accordance with the approved landscape plan/s.

### Street Trees

47. The owner or developer of the subject land must plant street trees within the subdivision permitted by this permit to the satisfaction of the Responsible Authority. Such street tree planting must be in accordance with the plan approved by the Responsible Authority.

### Nature Strip and Reserve Protection

48. Street trees and existing site trees and nature strips are to be protected from construction activity in accordance with AS4970 Protection of Trees on Development Sites. Grassed nature strips must be protected from construction activity otherwise must be full reinstated following disturbance.

### Landscape Maintenance

49. The landscaping maintenance period will be for a minimum two (2) years from practical completion prior to Handover to the Responsible Authority. During this

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period, the developer must maintain the landscaping works to the satisfaction of, and at no cost to, the Responsible Authority. Handovers will not be accepted during the months of December, January and February. Detailed 'as constructed' plans, in a format agreed with Council, must be provided prior to the issue of the Practical Completion Certificate.

### Servicing of Reserves

50. Those reserves shown on the endorsed plan(s) and nominated by the Responsible Authority must be provided with the following services and facilities to the satisfaction of and at no cost to the Responsible Authority. Generally utilities such as power and water are required for neighbourhood parks and power, water, gas and sewer as required for active recreation reserves and district open space.

- a) a City West Water approved water tapping;
- b) a Powercor approved power pillar box to provide the necessary power supply for the reserve (where the landscape reserve);
- c) a sewer point for the entire reserve;
- d) an industrial type vehicle crossing and security gate; and
- e) security lighting.

The provision of the above services and facilities must include payment of all associated fees and charges. The location of these facilities is to be done in consultation with City Presentation.

### Weed Control

51. Weed control of the identified serious threat environmental weeds and all noxious weed species must occur prior to any development and removal/relocation of soils. Such weeds (and any colonies in the event of soil disturbance or importation of soils and other actions) as well as any regrowth of previously controlled weeds are to be controlled throughout the development process and maintenance period. Weed control must be at no cost to and to the satisfaction of the Responsible Authority before the site is transferred to Council for future management/maintenance.

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**Easements to be set aside**

52. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created. Easements will not be permitted on areas set aside as unencumbered open space. Where there is no alternative available, compensation will be payable at a valuation determined by the Responsible Authority.

**General Maintenance**

53. The owner of the land must ensure that the property (and any adjacent nature strip) is kept clean, tidy, and safe

**As Constructed Documentation**

54. Prior to the issue of Practical Completion for landscape works for each stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:
- a) An electronic copy of all 'as constructed' landscape drawings and relevant files in both Autocad DWG and Adobe PDF file formats on Compact Disk. The minimum resolution of the PDF required is 300dpi.
  - b) 'As-constructed' open space/landscape asset information for open space/landscape and related assets in digital format in accordance with O-Spec (the Consultant/Developer Specifications for the delivery of the digital data to Local Government)

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### Conditions at the request of Council's Subdivisions Engineering Department

#### Functional layout plan

55. Prior to 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, must be submitted to and approved by the responsible authority. This plan must be in accordance with the endorsed Subdivision Permit Plan.

When approved, the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale, with dimensions, and must show:

- a) the subdivision layout, including preliminary street names, lot areas, lot numbers and the width of each road reserve;
- b) topography and existing features, including contours for the subject land and any affected adjacent land;
- c) the location of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land;
- d) details of tree protection zones for all trees to be retained on site;
- e) any trees proposed for removal from the site clearly designated;
- f) typical cross sections for each road, demonstrating service offsets and street trees; All necessary services must be completely contained within the verges (with the exception of sewer) ;
- g) a table of utility services and street trees;
- h) location and alignment of kerbs, indented parking bays, footpaths, shared paths, bus stops and traffic control devices (signals, roundabouts, splitter islands, etc.) including critical swept path diagrams and turning templates;
- i) the proposed minor drainage network and any land required for maintenance purposes;
- j) the major drainage system, including outfall drains, wetlands and/or waterways and any land required for maintenance purposes;

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- k) overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
- l) the drainage outfall system indicating a legal point of discharge for all allotments and any access requirements for construction and/or maintenance;
- m) preliminary location of reserves for electrical kiosks;
- n) works external to the subdivision, including both interim and ultimate access requirements;
- o) provision of notional on-street parking for all lots at a rate of one car space per dwelling; and
- p) intersections with **Tarneit Road** and **Dohertys Road** showing interim and ultimate treatments.
- q) Approximately 30% of local streets (including connector streets) within a subdivision must apply an alternative cross section to the 'standard' cross section for these streets outlined in Appendix C (as per Requirement 36 of the PSP).

### Certification plan requirements

56. An endorsed copy of the plan(s) to be certified under the Subdivision Act must form part of this permit. 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.

### Construction Plans

57. Before any road and/or drainage works associated with the subdivision commence, detailed construction plans must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant stage has been approved and the plan of subdivision has been lodged for certification with the responsible authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale, with dimensions, and must include:
- a) Engineering plans, sewer and water reticulation plans, drainage computations and catchment plans, geotechnical reports, traffic assessment

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- reports, pavement design and specifications of the proposed works that are to become public assets;
- b) all details of works consistent with the approved Functional Layout Plan and lodged plan of subdivision;
  - c) design for full construction of pavements with kerb and channel in accordance with the approved Functional Layout Plan;
  - d) concrete footpaths/shared paths in all streets and reserves in accordance with the approved Functional Layout Plan/Precinct Structure Plan;
  - e) underground drainage;
  - f) all aspects of the stormwater drainage system including drainage reserves, retarding basins, wetlands, stormwater connections, outfalls and any Water Sensitive Urban Design measures (where applicable);
  - g) a drainage asset management and maintenance schedule (where applicable);
  - h) indented car parking bays where appropriate;
  - i) temporary turn around areas for waste collection vehicles at the temporary end of any road that services more than two (2) lots;
  - j) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan. Each lot created by the subdivision permitted by this permit must be provided with all services to the satisfaction of the Responsible Authority;
  - k) a vehicle crossing to each lot in accordance with Council standards;
  - l) location of public lighting and underground electricity supply within all streets;
  - m) details of any traffic control measures;
  - n) details in relation to any cut and/or fill on the site;
  - o) details of any tree protection zones;
  - p) splays (min 3m x 3m) which must be provided at all intersections of the local road networks;
  - q) splays of 2m x 2m which must be provided at the intersection with any laneway
  - r) street signs in accordance with Council's standard design;
  - s) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;

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- t) appropriate methods for protecting environmental and heritage assets during the construction phase of the subdivision;
- u) high stability permanent survey marks; and
- v) appropriate signage.

Works must not commence prior to the issue of a certified plan of subdivision and approval of engineering construction plans. All works shown on the endorsed plans must be constructed in accordance with the approved plans, guidelines and specifications prior to Council issuing a Statement of Compliance for the relevant stage

### Vehicle Access –Tarneit Road and Dohertys Road

58. Vehicle access to and egress from the subdivision permitted by this permit must be designed and constructed to the satisfaction of the Responsible Authority and must include provision of passing and deceleration lanes on **Tarneit Road** and **Dohertys Road**. Such roadworks must be designed and constructed at no cost to Council.

### Residential Stormwater Drainage

59. Provision must be made for the drainage of each allotment shown on the endorsed plan(s) to the requirements and satisfaction of the responsible drainage authority. Drainage of the subject land for residential purposes must be provided by underground drainage systems catering for up to 1 in 5 year storm return periods. Flows in excess of 1 in 5 year storm return periods, up to and including 1 in 100 year storm return periods must be accommodated in separate channels and/or within the road reserves and/or within the provided drainage system

All urban storm water systems must incorporate measures to satisfy the objectives of “Best Practice Environmental Management Guidelines” (CSIRO 1999) to reduce or retain in total:-

- a) 80% of suspended solids;
- b) 45% phosphorus;

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- c) 45% nitrogen; and
- d) 70% litter/gross pollutants larger than 5mm.

### Native vegetation removal

60. No native vegetation shown in the PSP as to be retained shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.

### Filling of land

61. Before the issue of a Statement of Compliance 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). Test results must be produced and reported to the satisfaction of the responsible authority.

The owner or developer of the subject land must ensure that wherever the approved construction plans for roadworks and drainage show filling exceeding 300mm compacted depth (finished surface level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the construction plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

### Construction vehicle Access

62. During construction works under this permit, access to and egress from the subject land must be via a route approved by the responsible authority.

### Fences abutting open space reserves

63. Where lots shown on the endorsed plan(s) have a common boundary with any Reserve for Municipal Purposes, Tree Reserve, Floodway Reserve, etc. such boundary must be fenced to the satisfaction of and at no cost to the Responsible Authority prior to the issue of a Statement of Compliance under the Subdivision Act.

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### Development contributions

64. Prior to the issue of a Statement of Compliance for any stage of the subdivision, development contributions must be paid to the responsible authority in accordance with the Section 173 Agreement, unless otherwise agreed to in writing by the responsible authority.

### As Constructed Plans

65. Prior to the issue of a Statement of Compliance for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:
- a) An electronic copy of all 'as constructed' drawings, and relevant files in both AutoCAD DWG and Adobe PDF file formats. The minimum resolution of PDF required is 300dpi;
  - b) An electronic copy of the 1 in 5 and 1 in 100 year catchment plans and relevant computations in Adobe PDF file formats
  - c) 'As-constructed' asset information for drainage and related assets in digital format in accordance with D-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government);
  - d) 'As-constructed' asset information for assets within the road reserve in digital format in accordance with R-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government). Street tree data is to be supplied in accordance with R-Spec prior to the issue of the Certificate of Practical Completion for landscape works; and
  - e) A Certificate of Compliance for Design and a Certificate of Compliance for Construction for the following infrastructure items constructed as part of the subdivision development:
    - I. Retaining walls;
    - II. Entrance structures;
    - III. Bridges;
    - IV. Culvert structures; and/or
    - V. Other structures as applicable

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**Reticulated Services**

66. Prior to the issue of a Statement of Compliance, reticulated water, drainage, sewerage and electricity reticulation underground must be available to each lot, including reserves, shown on the endorsed plan.

**Conditions at the request of Council's Environment and Sustainability Department**

67. Prior to the commencement of any works, including works required by other authorities, a Site Environmental Management Plan must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit.

The SEMP must be in accordance with Council's SEMP template and guidelines. The approved SEMP must be implemented at all times to the satisfaction of the Responsible Authority. Any non-compliance may be enforced under the Planning and Environment Act and other related legislation.

Access to the site must be available at all times for Council representatives to monitor implementation of the SEMP.

The SEMP applies for all works approved in this Permit up to where public land is handed over (and accepted) by the relevant authority and the remainder is completely in private ownership.

- a) Prior to commencement of works, contractors must be inducted into the SEMP and all flora and fauna conservation requirements.
- b) Prior to certification, the works zone must be enclosed by secure and obvious temporary fencing. Fencing abutting the conservation reserve must be signposted as 'vegetation protection zone no work permitted'. The work zone fence must remain in place until works are completed. Fill, machinery and building materials must not be placed outside of the works zone.

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- c) All litter and building waste must be contained on the site and must not be allowed to leave the site until the time it is correctly disposed of.
  - d) Remnant trees that are being retained in public open space must have bollards placed around the Tree Protection Zone (as defined by Australian Standard AS 4970). The area under the tree must be mulched and planted with appropriate ground cover species to the satisfaction of the Responsible Authority.
  - e) All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
  - f) Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.
  - g) Noxious weeds must be controlled. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
68. Prior to felling, trees identified for removal must be examined by a qualified zoologist for the presence of fauna, including those using external nests (e.g. Common Ringtail Possums, bird nests) and tree hollows. If native fauna species are located, they are to be salvaged and relocated in accordance with all relevant legislation and approvals, further to consultation with the Department of Environment, Land, Water and Planning.
69. Only the native vegetation which is identified for removal in the PSP for Melbourne's Growth Corridors 2013 (BCS) may be removed, destroyed or lopped unless this permit also authorises the removal of native vegetation.

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70. Prior to the commencement of works within 50 metres of native vegetation identified as 'remnant patches to be retained' in the PSP a highly visible vegetation protection fence must be erected around twice the canopy distance of each scattered tree and more than 2 metres from areas of all other native vegetation which have been identified to be retained in the BCS referred to in the Schedule to Clause 52.16 unless otherwise agreed to in writing by the Department of Environment, Land, Water and Planning.
71. Any public open space infrastructure or trails are to be located outside a protection area of a scattered tree or habitat zone at an appropriate buffer distance. Public open space infrastructure provided within 50 meters of native vegetation (including scattered trees and habitat zones) shown as to be protected must be constructed and designed to ensure that the native vegetation is protected from adverse impacts during construction unless otherwise agreed to in writing by the Department of Environment, Land, Water and Planning.
72. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas unless a permit allows removal of the affected vegetation.
73. Prior to certification, habitat compensation offsets consistent with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (BCS), must be paid to the Department of Environment, Land, Water and Planning (DELWP), and proof of payment received by the Responsible Authority.

### Conditions at the request of Council's Strategic Planning Department

74. All land within the subject site, including any undevelopable land, is to be staged with residential lots to the satisfaction of the Responsible authority.

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**Conditions at the request of City West Water**

75. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.
76. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.
77. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

**Conditions at the request of Melbourne Water**

78. 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.
79. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.
80. Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
81. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
82. All new lots are to be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing Melbourne Water waterway, whichever one is greater.

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83. Prior to Certification, the Plan of Subdivision must show sufficiently sized easements and/or reserves to be created over any proposed Melbourne Water asset to our satisfaction.
84. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
85. Prior to the commencement of works separate application, direct to Melbourne Water, must be made for any works on or around our mains, drains and waterways.
86. Applications shall be made online via the Melbourne Water website.
87. Prior to the issue of a Statement of Compliance, copies of all relevant signed practical completion forms from Asset Services must be submitted. For queries contact Asset Services on telephone 9679 6614 or [assetservices@melbournewater.com.au](mailto:assetservices@melbournewater.com.au) or <mailto:assetservices@melbournewater.com.au>.
88. Local drainage must be to the satisfaction of Council.
89. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

### Conditions at the request of Tenix

90. The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988.

### Conditions at the request of Powercor

91. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.

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Principal Planner

**PLANNING  
PERMIT**

**Application No.:** WYP8792/15  
**Planning Scheme:** Wyndham Planning  
**Responsible Authority:** Wyndham City Council

**ADDRESS OF LAND:**

**Land Title:** V 11346 F 666 L 1 PS 706371 Tarneit Parish  
**Land Address:** Dohertys Road TARNEIT VIC 3029

92. The applicant shall:-

- a) Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- b) Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
- c) Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
- d) Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
- e) Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.
- f) Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
- g) Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land,

**Date Issued**

**24 June 2016**

**Signature for the Responsible Authority**



**Jeannie Mehmet  
Principal Planner**

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save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to Section 88 of the Electricity Industry Act 2000.

- h) Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- i) Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- j) Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- k) Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

### Conditions required by Public Transport Victoria

- 93. Pursuant to Section 8 (a) of the Subdivision Act 1988, only Plans of Subdivision which contain or abut a road nominated as a potential bus route identified within the Tarneit North Structure Plan must be referred to Public Transport Victoria for Certification and consent to Statement of Compliance.
- 94. Unless otherwise agreed to in writing with Public Transport Victoria, prior to the Certification of a Plan of Subdivision, construction engineering plans, for any subdivision stages which contain or abut a road nominated as a potential bus route in the Tarneit North PSP, must be submitted to Public Transport Victoria for approval. The plan must be to the satisfaction of Public Transport Victoria and the Responsible Authority.

---

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- a) The plans must depict the road cross section to be constructed and the location and design of bus stops (if required).
95. Unless otherwise agreed to in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stages that contain or abut a road nominated as a potential bus route in the Tarneit North PSP, that portion of road (including interim works where relevant) must be constructed to accommodate public transport access for buses, and in accordance with its corresponding Cross Sections as outlined in the Tarneit North PSP. This must be constructed to the satisfaction of and at no cost to Public Transport Victoria.
96. Unless otherwise agreed to in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stages containing a road nominated as a potential bus route within the Tarneit North PSP bus stops must be constructed to the satisfaction of and at no cost to Public Transport Victoria. Bus stops must be designed and constructed:
- a) In locations nominated in writing by Public Transport Victoria.
  - b) In accordance with the VicRoads Bus Stop Guidelines February 2006, and the DOT Public Transport Guidelines for Land Use and Development.
  - c) Compliant with the Disability Discrimination Act — Disability Standards for Accessible Public Transport 2002.
  - d) Be provided with direct and safe pedestrian access to a shared/pedestrian path.
97. Any roundabouts constructed on roads designated a future public transport route within the subdivision, must be designed to accommodate ultra-low floor buses, to the satisfaction of and at no cost to Public Transport Victoria.
98. Intersections, slow points, splitter islands and the like must be designed and constructed in accordance with the Public Transport Guidelines for Land Use and

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Development. The use of speed humps, raised platforms, one-way road narrowing and 'weave points' are not accepted on any portion of the potential bus route.

### Completion of Subdivision

99. This permit will expire if (any of the following apply):

- The Plan of Subdivision for the first stage is not certified within two (2) years of the date of this permit; or
- The Plan of Subdivision for the last stage of the subdivision is not certified within **five (5)** years of the date of this permit; or
- The registration of the last stage of the subdivision is not completed within five (5) years of the certification of that Plan of Subdivision.

The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply:

- (a) before or within six (6) months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- (b) within twelve (12) months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

### Expiry of Permit

**FOOTNOTE:** In the event that this permit expires or the subject land is proposed to be used or developed for purposes different from those for which this permit is granted, there is no guarantee that a new permit will be granted. If a new permit is granted then the permit conditions may vary from those included on this permit having regard to changes that might occur to circumstances, the planning scheme or policy.

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Date Issued

Signature for the Responsible Authority



24 June 2016

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**Protection of Aboriginal Heritage Places**

**FOOTNOTE:** All Aboriginal places and objects in Victoria are protected under the Aboriginal Heritage Act 2006. It is an offence to wilfully or negligently disturb or destroy an Aboriginal place or object under the Aboriginal Heritage Act 2006.

**Cultural Heritage Assessment**

**FOOTNOTE:** Where it is suspected that works may impact on Aboriginal cultural heritage places or objects and areas of sensitivity, the applicant should fund a cultural heritage assessment. The assessment should be undertaken by a suitably qualified cultural heritage advisor in conjunction with representatives of the Registered Aboriginal Party or applicant. A heritage assessment may inform the need for a cultural heritage management plan to be completed or a cultural heritage permit to be sought.

**AAV Contact Details**

**FOOTNOTE:** Information on Aboriginal cultural heritage relating to the project area may be obtained from the Aboriginal Affairs Victoria web site at <http://www.dpcd.vic.gov.au/indigenous/aboriginal-cultural-heritage>. Contact lists of Registered Aboriginal Parties, cultural heritage advisors, maps and information for landowners are located on the website. Further, if the proposal includes Crown land, it may be necessary to consult with any parties who hold Native Title interests in the area.

**Road Opening / Crossovers**

**FOOTNOTE:** Any new or modified crossovers require separate approval from Council's Roads Development Section. Town Planning stamped approved plans must be presented when applying for Road Opening Permits. The location, design and construction of the vehicle crossing(s) is to be in accordance with Council's standard drawings - see [http://www.wyndham.vic.gov.au/building\\_planning/engineering/crossoverpermits](http://www.wyndham.vic.gov.au/building_planning/engineering/crossoverpermits). Any services or infrastructure, including any services within 1.0m (eg. light pole) and street trees within 3.0m of the proposed crossover will require relocation and/or compensation

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(note: trees will not survive replanting so compensation is required) payable at the permit holder's cost and to the satisfaction of the Council.

**City West Water**

**FOOTNOTE:** The applicant should be made aware that water and sewer main extensions are required to be constructed to service the proposed development. The applicant will be required to engage a City West Water accredited Engineering Consultant in order to have these works constructed. A list of accredited Engineering Consultants can be obtained from our website at [www.citywestwater.com.au](http://www.citywestwater.com.au).

**Melbourne Water**

**FOOTNOTE:** If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on 9679 7517, quoting Melbourne Water's reference 268114.

**Owners and Developers**

**FOOTNOTE:** Notwithstanding the issue of this Planning Permit, Wyndham City Council has not granted its consent to the carrying out of any infrastructure project under the Wyndham North Development Contributions Plan as Works In Kind and or in return for a credit as against development contribution liabilities. Consent to undertake an infrastructure project under the Wyndham North Development Contributions Plan as Works In Kind and or in return for a credit as against development contribution liabilities must be obtained specifically and in writing from Wyndham City Council.

**Footnote relating to provision of open space reserves:** It is advised that Council will not provide compensation for any provision of open space which exceeds the requirements of Clause 52.01 of the Wyndham Planning Scheme and the Tarneit North Precinct Structure.

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**Date Issued**

**Signature for the Responsible Authority**



**24 June 2016**

**Jeannie Mehmet  
Principal Planner**

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

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

### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

### WHEN DOES A PERMIT EXPIRE?

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

### WHAT ABOUT REVIEWS?

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



**DESIGN  
GUIDELINES**

# A FUTURE FOR ME AND MY FAMILY



# A VILLAGE THAT'S RIGHT FOR ME

This booklet will provide you with all the information you need to start building your beautiful tomorrow.

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# Step-by-step guide to approval

- 1 Purchase your land**
- 2 Design your home**
- 3 Submit your plan to the VHDAP**
- 4 Receive approval from the VHDAP**
- 5 Obtain building permit**
- 6 Start construction**  
within 12 months of settlement date
- 7 Complete construction**  
within 24 months of settlement date, including the garage, driveway, fencing and retaining walls
- 8 Also, complete fencing**  
within 30 days of Certificate of Occupancy being issued
- 9 Complete landscaping**  
within 6 months of the Certificate of Occupancy being issued

## 1.0 Welcome to Verdant Hill

We are pleased that you've chosen to be part of our masterplanned community. To ensure that our community looks beautiful and feels welcoming far into the future, there are a few Design Guidelines to follow when building your dream home. They will also help protect the integrity of your investment and provide you with peace of mind that every house in your neighbourhood is built to the same high standards as yours, while allowing everyone flexibility to express their individuality.

### 1.1 Application of these Design Guidelines

These Guidelines do not apply to lots identified in the endorsed Plan of Subdivision, pursuant to Permit No. WYP8792/15 issued by the Wyndham City Council on 24 June 2016, as a Medium Density Site.

### 1.2 Small Lot Housing Code

The relevant Plan of Subdivision indicates Type A and Type B lots that are subject to the Small Lot Housing Code (SLHC). These lots are subject to these Design Guidelines in addition to the requirements of the Small Lot Housing Code. Where there is a conflict between the requirements of these Design Guidelines and the SLHC, the SLHC will take precedence.

### 1.3 Design Approval Process

All homes built at Verdant Hill must be approved by the Verdant Hill Design Assessment Panel (VHDAP) prior to lodging for any Building Permit or commencing any construction of works. The VHDAP is appointed by the developer to oversee and implement the objectives of the Design Guidelines.

Please note that any proposal, or element of a proposal, that meets the objectives of the Design Guidelines but is not strictly in accordance with the wording of the Design Guidelines may be approved by the VHDAP.

Approval by the VHDAP however does not exempt the plans from any building or statutory regulations, nor infer compliance with the building regulations or other applicable statutory legislation. Separate approval must be obtained from the relevant authorities.

Allowance has been made for two submissions for each Design Approval application. Each additional submission will incur an administration fee. New submissions for a lot that has already had an application approved will also incur an administration fee for each submission.

No claims shall be made to the developer or their representatives with respect to the decisions made.

### 1.4 Submission Requirements

All submissions for Design Approval must be in PDF format and include the following information:

- Site plan at 1:200, with dimensions and showing the building outline and setbacks
- All floor plans, roof plans and elevations at 1:100, with dimensions and showing the internal layout, and any pergolas, decks, terraces, balconies, verandahs, windows, doors and other openings
- Provide printed samples or images (swatches, colour photos, paint chips etc.) of all proposed external materials and colour selections
- Landscape plan at 1:100, with dimension and showing the indicative extent of all hardscape and softscape, and a planting schedule that lists all proposed species referenced on landscape plan
- For lots with greater than 1.5m land fall, please include at least one sectional drawing, at 1:100, that explains the extent of proposed cut and fill location and heights of proposed retaining walls

### 1.5 Submissions

When you are ready to make your submission for Design Approval, you can lodge it on the Design Approval Portal at [www.ngdd.com.au](http://www.ngdd.com.au).

Users must first register to use the portal. Once this has been done, log in and simply enter the relevant details when prompted.

As well as being a handy source of information, this portal will help Owners, Designers, Builders and Developers to lodge and track the progress of a submission from the initial lodgement through to approval.

Generally, we will review and respond to you within 10 working days of your submission, but this time may vary depending on the nature and completeness of your submission.

#### Handy Hint

Please note that incomplete submissions are the single greatest cause of delays in obtaining a Design Approval. Check that your submission includes all the required information before lodging it. Complete and thorough submissions take the least time to process, review and approve.

## 1.6 Re-Submissions

Should a re-submission be required, please ensure that any alterations or changes are suitably highlighted on the plans or in any accompanying communication. This will help to speed up the processing and assessment.

## 1.7 Timing

1. Construction of your home should start within 12 months of the settlement date. Completion of your home, including garage, driveway, fencing and retaining walls should occur within 24 months of settlement.
2. All front gardens must be landscaped in accordance with these Guidelines (including all turf, soft landscape, driveways and pathways) within 6 months of issue of the Certificate of Occupancy.
3. Fencing must be constructed within 30 days of the issue of the Certificate of Occupancy.

## 1.8 Other Approvals

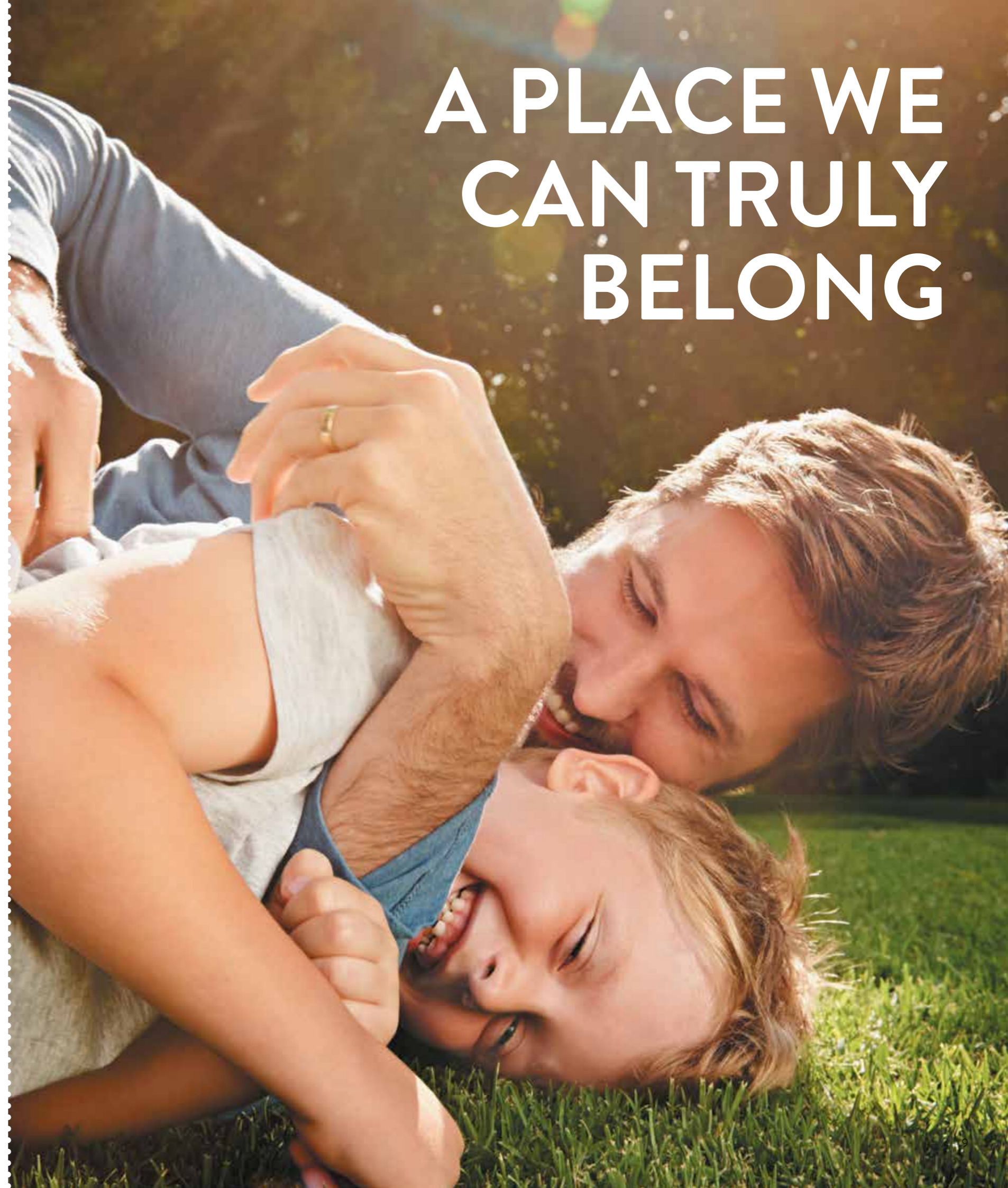
The requirements detailed in this document are in addition to, and not in lieu of, any other legal requirements. It is the responsibility of the owner to ensure any other approvals, authorisation permits or other requirements are obtained and satisfied.

## 1.9 Definitions

For the purposes of these guidelines:

- Public Realm is any land that is within the ownership of a public body, including Council and servicing authorities.
- Primary Street Frontage is the boundary that abuts the Public Realm.
- A corner lot is any lot that has more than one boundary that abuts the Public Realm.
- On corner lots, the primary street frontage is the shorter one adjacent to the street, unless otherwise noted on the Plan of Subdivision

# A PLACE WE CAN TRULY BELONG





# A COMMUNITY WHERE I CAN BE ME

## 2.0 Land Planning

### 2.1 Lot Layout

1. Only one dwelling is permitted per lot, unless otherwise provided on the relevant Plan of Subdivision.
2. Dwellings must comply with the following minimum dwelling size, excluding garage and all unenclosed areas, unless otherwise approved by the VHDAP:

#### Lot Size

Less than 300m <sup>2</sup> .....	Small Lot Housing Code
300m <sup>2</sup> or more and 350m <sup>2</sup> or less .....	100m <sup>2</sup>
More than 350m <sup>2</sup> and 450m <sup>2</sup> or less.....	120m <sup>2</sup>
More than 450m <sup>2</sup> .....	150m <sup>2</sup>

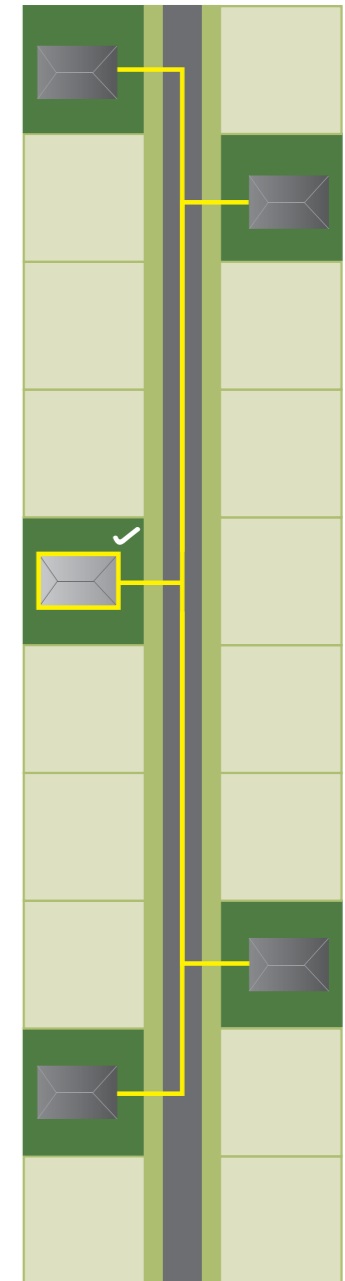
3. The width of the dwelling, including the garage, must not be less than 70% of the lot width. For irregular lots, lot width is measured at the front building line (setback).

### 2.2 Building Setbacks

1. All setbacks must comply with the relevant Victorian Building Regulations.
2. Garages accessed from the front of a lot must be set back 5.5m from the front boundary of the lot.  
  
In addition to the prescribed setbacks, consideration should be given to the mature size of any proposed planting, particularly in the front setback, to allow plenty of space for roots and branches to spread.

### 2.3 Built from Variety

1. Similar façades are not permitted within 3 lots of each other along both sides of the street.
2. The determination of this issue will be at the sole discretion of the VHDAP.
3. If any two façades are deemed not to comply with this requirement, the earlier application will take precedence.



#### Variety is Encouraged ✓

This house can have a similar facade to houses no less than 3 lots away (indicated by yellow line).

# 3.0 Building Design

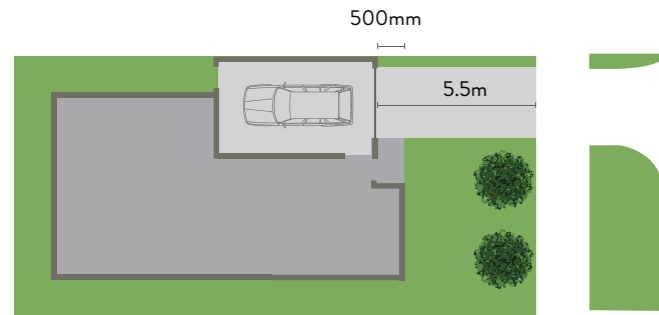
## 3.1 Character and Visual Style

1. A variety of architectural character and visual styles is encouraged and allowed.

## 3.2 Massing and Articulation

1. Each dwelling must incorporate a prominent front entry point that is readily visible from the primary street frontage and complementary to the overall dwelling design.
2. The front entry point may take the form of a portico, porch, verandah or other feature, to the satisfaction of the VHDAP that has:
  - A minimum covered area of 3m<sup>2</sup>
  - A minimum width of 1.5m
3. Two storey dwellings must incorporate elements such as balconies and / or protrusions to articulate the front façade
4. As well as the minimum setback from the front boundary, garages must also be set back at least 500mm from the front wall the dwelling, not from verandas or porches etc. See below diagram 3.2.4.

Set Back Boundary Diagram 3.2.4



## 3.3 Roof Design

- A variety of roofing forms and styles is encouraged. Articulated roof shapes with elements such as hips, gables, Dutch gables and/or dormer windows are preferred. Skillion, curved, or other innovative roof designs that incorporate some flat elements will be assessed on their design merit.
1. Pitched roofs must have:
    - a roof pitch of at least 22.5°
    - a minimum eaves width of 450mm to the front façade, including the garage.
    - the front eaves returning along the side wall for at least 500mm on single storey dwellings
    - a minimum eaves width of 450mm to the entire upper level on two storey dwellings

2. Parapets are also permitted on the front façade. Parapets at the edge of a front façade must be returned around the corner for at least 500mm.
3. Corner lot dwellings have additional roof requirements. Refer to section 3.4 Corner Lots.

## 3.4 Corner Lots

1. Dwellings on corner lots must include eaves to all sides facing the Public Realm, unless otherwise approved by the VHDAP.
2. In addition to the above requirements, dwellings on corner lots must address the secondary frontage by incorporating the same or similar design features to those used on the primary frontage. Acceptable features may include:
  - Windows with matching head heights
  - Highlight materials and finishes that wrap around from the primary facade
  - Other treatments, to the satisfaction of the VHDAP
3. Materials/features used on the front façade must extend to the secondary frontage for a minimum of 3m.
4. Corner features must be forward of the return fence and/or readily visible from the public realm. Please note that blank walls forward of the return fence are not permitted.

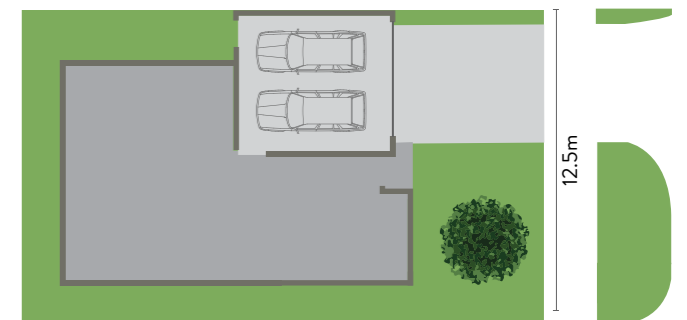
## 3.5 Materials and Finishes

1. The front façade must be finished with a mixture of at least 2 different materials/finishes.
2. Face brickwork must not account for more than 80% of the front facade (not including the garage door or windows)
3. Roof cladding must compliment the style of your home. Acceptable materials include pre-finished metal roof sheeting and roof tiles
4. Galvanized, zincalume or unfinished roof materials and rainwater fixtures are not permitted.
5. Roof materials must be matte finish and non-reflective.
6. Colour schemes should adopt a palette of muted, neutral tones.
7. External glazing that is visible from the public realm must not contain leadlight, stained glass, reflective glass or patterned film
8. The front facade (and secondary frontages) must not include recessed lightweight infill panels above openings, including doors, windows or garage doors. Another way to looking at this requirement is that the area above the opening must not be recessed, and must match the sides of the opening in materials, colour and finish.
9. Roll down security shutters must not be visible from the public realm.

## 3.6 Car Accommodation

1. All lots must incorporate a fully enclosed garage. Carports and open sided garages are not allowed.
2. Garages accessed from the primary frontage of a lot must be integrated into the overall form of the dwelling.
3. Garages that are not accessed from the primary frontage may be detached, at the discretion of the VHDAP.
4. Lots with a frontage of more than 12.5m must provide a double garage. See diagram 3.6.4.
5. Triple garages may be allowed. In order for triple garages to be considered, the third car space must have a dedicated door and the door wall must be stepped back at least 500mm from the other front wall of the garage.
6. Garage door openings on single storey homes must not exceed 40% of the width of the lot frontage.
7. The garage doors visible from the public realm must be either a panel lift, sectional overhead or other similar type. Roller doors are not permitted if they are visible from the public realm.

Car Accommodation Diagram 3.6.4



## 4.0 Other External Elements

### 4.1 Driveways

1. Each lot must have a maximum of one cross-over per frontage.
2. Driveways must not be wider than the garage door where they meet the garage and must taper to the width of the crossover at the boundary
3. The driveway must be set back a minimum of 0.5m from the side boundary to provide a strip for landscaping
4. Driveways must be constructed from:
  - Exposed aggregate concrete; or
  - Coloured-through concrete; or
  - Natural Stone; or
  - any other VHDAP approved finish.
5. Driveway colours should be muted.
6. Plain (uncoloured) concrete and painted concrete (colour-on) driveways are not permitted
7. The driveway must be constructed prior to the occupancy of the dwelling.

### 4.2 Land Form (Retaining Walls)

1. The maximum height of any retaining wall is generally 1.0m. If a higher wall is required, more than one wall must be used in conjunction with graded slopes, battering and other landscape treatment to soften the appearance of the change in levels.
2. Thought should also be given to providing a landscaping strip of approximately 200mm in front of the retaining wall to soften the height
3. Retaining walls visible from the public realm must be constructed from a material and finish to complement the house, to the satisfaction of the VHDAP.

Acceptable finishes may include:

- Stone;
- Face or rendered masonry;
- Concrete sleepers with an appropriate applied finish and galvanised support columns; or
- Timber sleepers with a minimum height and depth of 220mm x 120mm and galvanised support columns

### 4.3 Fencing

#### Fencing between Lots (Side and Rear)

1. Fencing between lots must be:
  - Constructed with timber posts and lapped palings
  - A maximum height of 1.8m above natural ground level
  - Terminated a minimum of 1m behind the closest front wall of the dwelling, unless it is on the rear boundary of an adjoining lot

- Terminated by returning to meet the closest wall of the dwelling (return fence).
2. Colorbond Fencing is not permitted.

#### Corner Fencing

##### (Fencing to Public Realm Boundary other than the Frontage)

3. Corner Fencing must be constructed with:
  - Minimum 2m high, exposed timber posts; and
  - Maximum 1.8m high, lapped and capped palings; and
  - 150mm bottom plinth.All corner fencing must be:
  - Terminated a minimum of 3m behind the closest front wall of the dwelling or 1m behind any corner treatment, whichever is greater; and
  - Terminated by returning to meet the closest wall of the dwelling (return fence).

#### Gates

4. Any gate in a fence must match or complement the fence in terms of materials and finishes

#### Front Fencing

5. Fencing forward of the dwelling is not permitted.

### 4.4 Recycled Water

1. Each dwelling must incorporate plumbing that allows for connection to any future recycled water supply.

### 4.5 Fibre to the Home

1. All homes will have access to a fibre to the home network provided by NBN Co. Each home must be wired in accordance with NBN requirement.

### 4.6 Outbuildings & Ancillary Items

#### Sheds and Outbuildings

1. If less than 10m<sup>2</sup> in area, sheds and outbuildings must not be readily visible from the public realm.
2. If more than 10m<sup>2</sup> in area, sheds and outbuildings must:
  - match or complement the appearance of the dwelling in form, colour and materials; and
  - have a maximum height of 3.6m at the ridgeline, measured from natural ground level; and
  - have a maximum height of any perimeter wall, excluding the gable infill, of 2.4m, measured from the natural ground level.

#### Letterbox

3. Letterboxes should complement the dwelling in terms of materials, colour and style.
4. Single post supported letterboxes are not permitted



SOMEWHERE  
TO FIND  
A LITTLE  
'ME' TIME



#### External Light Fittings

5. Batten holder light fittings that do not incorporate a diffuser or light shade must not be installed in any location that is visible from the public realm.

#### Service Equipment

6. Satellite dishes, antennae or external receivers must be:
  - located to the rear of the dwelling; and
  - not readily visible from the public realm
7. Heating and cooling units must be:
  - located towards the rear of the dwelling;
  - not readily visible from the street; and if located on the roof, Heating and Cooling Units must be
    - positioned below the ridge line
    - positioned to the rear of the roof and
    - coloured to match the roof as far as practical.
8. Photovoltaic cells, solar panels and the like may be located to maximise their efficiency as long as they do not face the public realm and they integrate with the roof form.

#### Screening

9. Ancillary structures and elements must be located so that they are not readily visible from the public realm. This include items such as
  - rubbish bin storage areas
  - washing lines
  - hot water systems
  - any water storage tanks
  - swimming pools
  - spa pumps
  - external plumbing other than that for rain water
10. Trucks, commercial vehicles exceeding 1.5 tonnes, recreational vehicles, trailers, caravans, boats, horse floats or other like vehicles must be located so that they are not readily visible from the public realm when parked or stored on the lot.

#### Signage

11. Signs to advertise the sale of a vacant lot are not permitted unless approved by the Developer
12. One sign only may be erected to advertise the sale of a completed dwelling.
13. Signs for dwelling names and home businesses must not exceed 200mm

#### Maintenance of Lots

14. The Purchaser shall not allow any rubbish including site excavations and building materials to accumulate on a lot (unless the rubbish is neatly stored in a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the lots.
15. The Purchaser shall not place any rubbish including site excavations and building materials on adjoining land, reserve or in any waterway.

#### Crossover and Footpath Protection

16. It is the responsibility of the landowner to ensure that any required asset protection permits are obtained prior to the commencement of building works.

#### Street Tree Protection

17. It is the responsibility of the landowner to ensure that any street trees and/or nature strips are protected during all building works.

### 4.7 Landscaping

Landscape works are part of the design approval process. A landscape plan must be approved prior to the commencement of construction.

1. No more than 50% of the front garden is to comprise hard paved surfaces.
2. The front garden must contain free draining surfaces such as:
  - grass
  - garden beds containing trees, shrubs, tufting plants
  - groundcovers
  - river pebbles or Lilydale toppings or similarThis reduces rain runoff and can keep the garden cooler in summer.
3. Consideration should be given to the cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to the garden bed, and the covering of the garden beds with pine bark or similar mulch.
4. All garden bed areas within the front yard must be edged using brick, timber, or steel edges.
5. At least one tree with a minimum installation height of 2.0 metres must be planted between the front building line and street boundary.

This will provide shade and help reduce the local temperature on hot days or protect from frost.

Careful consideration should given to the tree type and location, so that the tree will not affect the foundations of the home, driveway or relevant authority assets.
6. In addition to this, minimum further plantings required in your front yard are:
  - A minimum of 5 medium to large shrubs (from 200mm pot size at installation); and
  - A minimum of 8 smaller shrubs or ground cover plants (from 150mm pot size at installation).
7. The nature strip(s) outside the lot is/are included as part of the works required for successful completion of the landscaping. Nature strips must achieve neat and even grass coverage and any damage caused during construction of the dwelling must be rectified.

# A HOME THAT'S RIGHT FOR ME





**Sales and Information Centre**

Corner Dohertys Road & Tarneit Road, Tarneit, Vic 3029  
1300 837 226 | [info@verdanthill.com.au](mailto:info@verdanthill.com.au) | [verdanthill.com.au](http://verdanthill.com.au)



Information contained herein is subject to change without notice. No responsibility is accepted by the vendor nor the agent for any action taken in reliance thereon. Prospective purchasers should make their own enquiries to satisfy themselves on all aspects. Details herein do not constitute any representation by the vendor or the agent and are expressly excluded from any contract. Images are artist's impression and for illustrative purposes only.



CERTIFICATE No: 37807651 DATE: 08/07/2016

# PLANNING CERTIFICATE

**Client:** HWL Ebsworth Lawyers  
DX: 129 Sydney

**Matter Ref:** FS:612188  
**Vendor:** LEE MING INVESTMENTS  
PTY LTD  
**Purchaser:**

**Subject Property:** DOHERTYS ROAD TARNEIT VIC 3029

**Title Particulars:** Vol 10092 Fol 073

**Municipality:** WYNDHAM

**Planning Scheme:** WYNDHAM PLANNING SCHEME

**Responsible Authority for administering and enforcing the Scheme:** WYNDHAM CITY COUNCIL

**Zone:** PART URBAN GROWTH ZONE - SCHEDULE 13; PART SPECIAL USE ZONE - SCHEDULE 8

**Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening:** ABUTS A ROAD ZONE - CATEGORY 2 (TARNEIT ROAD)

**Design and Development Overlay:** Not Applicable

**Development Contributions Plan Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13

**Development Plan Overlay:** Not Applicable

**Environmental Audit Overlay:** Not Applicable

**Environmental Significance Overlay:** Not Applicable

**Heritage Overlay:** PART HERITAGE OVERLAY (HO38)

**Public Acquisition Overlay:** Not Applicable

**Significant Landscape Overlay:** Not Applicable

**Special Building Overlay:** Not Applicable

**Vegetation Protection Overlay:** Not Applicable

**Other Overlays:** Not Applicable

**Proposed Planning Scheme Amendments:** WYNDHAM C209 PROPOSES TO INTRODUCE A DRY STONE WALLS POLICY AT CLAUSE 22.07 AND TO AMEND THE SCHEDULE TO CLAUSE 52.37 AND CLAUSE 22.05 - HERITAGE CONSERVATION POLICY TO INCLUDE AND REFLECT THE FINDINGS OF THE WYNDHAM DRY STONE WALLS STUDY, 2015

**Additional Notes:** THIS LAND IS INCLUDED IN AN INVESTIGATION AREA AND MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION. FURTHER INFORMATION CAN BE OBTAINED BY VISITING THE FOLLOWING SITE:

*The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.*



CERTIFICATE No: 37807651    DATE: 08/07/2016

# PLANNING CERTIFICATE

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<http://www.dtpli.vic.gov.au/planning/plans-and-policies/planning-for-melbourne/melbournes-strategic-planning-history/melbourne->



# PLANNING CERTIFICATE

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MAP Image  
Not Available  
For This Property



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia  
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777  
Facsimile (03) 9741 6237  
Email mail@wyndham.vic.gov.au  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

DX 30258 Werribee Vic  
ABN: 38 393 903 860

OurRef: w2016C03800

Your Ref: FS:612188

12 July 2016

SAI Global Property Division Pty Ltd  
DX 502  
MELBOURNE VIC

### PROPERTY DETAILS:

Property No: 120805

**Dohertys Road  
TARNEIT VIC 3029  
V 8856 F 019 CA A Sec 22 Tarneit Parish, V 8850 F 019 CA B Sec 22 Tarneit Parish, V  
10092 F 073 CA C Sec 22 Tarneit Parish, V 1226 F 165 L 1 TP 890258 Tarneit Parish, V  
10098 F 928 L 1 TP 100710 Tarneit Parish, V 11346 F 666 L 1 PS 706371 Tarneit Parish**

### PROPERTY INFORMATION REQUEST: Building Regulations 2006 – Regulation 326

Liable to flooding (Reg 802)	<b>Property is prone to flooding.</b>
Designated as subject to attack by termites (Reg803)	<b>YES</b>
Subject to significant snow falls (Reg 805)	<b>NO</b>
Designated land or works under Part 10 of the Water Act 1989 (Reg 806)	<b>NO</b>
Declared Road (Reg. 409 & 424)	<b>YES</b>
Stormwater drainage point of discharge (Reg 610)	Contact Council's Technical Services Department on 9742 0777
Installation/Alteration of septic tank system (Reg 801)	Contact Council's Environmental Health Department on 9742 0738
Designated Bushfire prone areas (Reg. 810)	Refer to Land Channel website <a href="http://www.land.vic.gov.au">www.land.vic.gov.au</a>
Bushfire Attack Level specified in Planning Scheme (Reg 811)	<b>NO</b>
Town Planning Permit (Reg. 401)	Contact Council's Town Planning Department on 9742 0879

**NOTE:** Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or Anstat websites. Where City West Water is the relevant water authority this information can be obtained by purchasing a property information statement from this authority. For information on drainage assets please contact Melbourne Water on 9235 2265.

A COCKS  
**MUNICIPAL BUILDING SURVEYOR**



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia  
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777  
Facsimile (03) 9741 6237  
Email [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au)  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

DX 30258 Werribee Vic  
ABN: 38 393 903 860

Your Ref: FS:612188

Our Ref: w2016C03801

08 July 2016

SAI Global Property Division Pty Ltd  
DX 502  
MELBOURNE VIC

Dear Sir/Madam,

**BUILDING PERMIT HISTORY**  
**PROPERTY: Dohertys Road TARNEIT VIC 3029**

A search of Building Services records for the preceding 10 years has revealed that no permits have been issued in the last ten (10) years.

(This building history may not include details of any building works constructed between 1 August 1999 and 13 June 2005 where the cost of labour and materials did not exceed \$5,000).

**Outstanding orders or notices**

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

**Make your own enquiries**

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

**Personal safety**

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

**Failure to comply with either of these requirements may result in significant fines and Court prosecution.**

**Disclaimer**

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au).

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Alan Cocks", with a long horizontal stroke extending to the right.

ALAN COCKS  
**MUNICIPAL BUILDING SURVEYOR**



Civic Centre  
Postal  
45 Princes Highway, Werribee, Victoria 3030, Australia  
PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777  
Facsimile (03) 9741 6237  
Email mail@wyndham.vic.gov.au  
[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

DX 30258 Werribee Vic  
ABN: 38 393 903 860

Your Ref: FS:612188

Our Ref: wLIC3547/16

Date: 11/07/2016

SAI Global Property Division Pty Ltd  
DX 502  
MELBOURNE VIC

**LAND INFORMATION CERTIFICATE**  
**Year Ending :30/06/2017**  
**Assessment No: 120805**  
**Certificate No: wLIC3547/16**  
**All Enquiries and Updates to 03 9742 0777**



Property Description: V 8850 F 019 CA B Sec 22 Tarneit Parish V 1226 F 165 L 1 TP 890258 Tarneit Parish V 10098 F 928 L 1 TP 100710 Tarneit Parish and 1 more  
AVPCC Code: 530 - Mixed Farming & Grazing (more than 20 ha)  
Property Situated: Dohertys Road  
TARNEIT VIC 3029

Site Value	\$60000000	CIV	\$60000000	NAV	\$3000000
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The level of valuation is 01/01/2016.  
The Date Valuation was adopted for rating purposes is 01/07/2016.

Current Year's Rates		
General DL Rates		\$194040.00
Municipal Charge		\$57.04
Fire Services Levy		\$15813.00
Current Rates Levied	\$209910.04	
Balance Outstanding		\$209910.04

<b>TOTAL OUTSTANDING</b>	<b>\$209910.04</b>
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*Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.*



This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the 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 Council or the relevant authority. A fee may be charged for such information.

**OTHER INFORMATION NOTICES AND ORDERS;**

**There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.**

**There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.**

**There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.**

**LAND CLEARANCE CHARGES;**

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law. Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

**Please contact** Council's Legislative Services Department via email at [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au) to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

**FLOODING DETAILS;**

**"A Flood Level has not been set by Council under the Building Regulations 2006".**

**The land in the opinion of the Director of Infrastructure is not liable to flooding**

**NOTE:** Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

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APPLICANT:SAI Global Property RECEIVED THE SUM OF \$25.40 BEING FOR THE FEE FOR THE CERTIFICATE  
Division Pty Ltd  
REFERENCE:wLIC3547/16



Lisa Sayers/Designated Officer

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City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

12524258511

DATE OF ISSUE - 8/07/2016

APPLICATION NO.

712640

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

37807651:61686706

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

**PROPERTY:** DOHERTYS ROAD TARNEIT VIC 3029

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one hundred and seventeen dollars and forty cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2016 - 30/06/2017	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	117.40	Quarterly	30/06/2016	0.00	0.00
<b>TOTAL</b>	117.40			0.00	0.00

Service charges owing to 30/06/2016 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 117.40

**BALANCE including unbilled service charges** 117.40



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

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12524258511

DATE OF ISSUE - 8/07/2016

APPLICATION NO.

712640

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.





City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

12524258511

DATE OF ISSUE - 8/07/2016

APPLICATION NO.

712640

## Information given pursuant to section 158 of the Water Act 1989

The property is subject to flooding. For further information contact Melbourne Water on 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

SANDRA MAGANAS  
CUSTOMER OPERATIONS MANAGER  
CUSTOMER OPERATIONS  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

+

LINE

# Encumbrance Plan

## DOHERTYS ROAD TARNEIT 3029

### Application No. 712640







Date: 08/07/2016



City West Water



#### LEGEND

	Circular Manhole		Sewer Main		Water Main
	Inspection Shaft		Abandoned Sewer Main		Abandoned Water Main

**Assets labelled AC may contain asbestos material and therefore works on these assets must be undertaken in accordance with OHS Regulations 2007 ( Part 4.3 ).**

Disclaimer : The location of assets must be proved in the field by the applicant prior to the commencement of work. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This company accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# INFORMATION STATEMENT

Issued pursuant to S. 158 of the Water Act (1989) showing Orders, Rates and charges due to be paid to Southern Rural Water (SRW) with respect to the land described here under.

Your Reference:	37807651:61686707
Our Reference:	OD1355945
Date:	14/07/2016

**Applicant:** HWL Ebsworth Lawyers  
c/o SAI Global  
DX 502  
Melbourne

Vendor:	Address:
Lee Ming Investments Pty Ltd	Dohertys Road Tarneit

SRW Service applicable to this property:		✓ = Service, ✗ = No Service	
Surfacewater Licence	✗	Drainage Diversion Agreement	✗
Groundwater Licence	✗	Pipe Permit	✗
Irrigation Service	✗		

Thankyou for your application for information made under Section 158 of the Water Act 1989.

Whilst this property is within our jurisdiction, we have been unable to locate any Southern Rural Water services that match the details in your application.

Bores that are used for domestic and/or stock purposes do not require an ongoing licence to take and use water under the Water Act 1989. As such, no service will appear on this statement for bores that are used for these purposes only.

Please contact Southern Rural Water on 1300 139 510 should you have any queries.



**Trevor McDevitt**  
Manager Applications

**NOTE: The information provided is current as at the date of this statement and is provided in good faith.**

# Land Tax Clearance Certificate

## Land Tax Act 2005



HWL EBSWORTH LAWYERS VIA SAI GLOBAL PROPERTY  
LEVEL 3, 355 SPENCER ST  
WEST MELBOURNE VIC 3003

**Your Reference:** 37807651:61686705

**Certificate No:** 97686821

**Issue Date:** 15 JUL 2016

**Enquiries:** GXP3

**Land Address:** DOHERTYS ROAD TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
39738187	1	706371	10092	73	\$13,489,730	\$289,908.21

**Vendor:** LEE MING INVESTMENTS PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
LEE MING TRUST	2016	\$289,908.21	\$0.00	\$289,908.21

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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**Comments:** Land Tax will be payable but is not yet due - please see note 5 on reverse.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: [www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**TAXABLE VALUE:** \$13,489,730

**AMOUNT PAYABLE:** \$289,908.21

**Paul Broderick**  
Commissioner of State Revenue

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 97686821

**Land ID:** 39738187

**Amount Payable:** \$289,908.21

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

# Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 97686821

- Under Section 96 of the Land Tax Act 2005 (the Act), 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.
- If 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.
- The amount of land tax on this certificate relates to the amount of 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.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If 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 within 28 days after settlement.
- If the amount in 3. (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 vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- 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.
- If an amount certified is excessively high (for example, because a principal residence 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.
- If no 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.
- 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.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

## For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$13,489,730

Land Tax = \$260,993.93

Calculated as \$24,975 plus ( \$13,489,730 - \$3,000,000) multiplied by 2.250 cents.

## Further information

<b>Internet</b>	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
<b>Email</b>	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
<b>Phone</b>	13 21 61 (local call cost)
<b>Fax</b>	03 9628 6853
<b>Mail</b>	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001



CERTIFICATE No: 37807651    DATE: 13/07/2016

# ROADS CERTIFICATE

**Client:**        HWL Ebsworth Lawyers  
                    DX: 129 Sydney

**Matter Ref:** FS:612188  
**Vendor:**    LEE MING INVESTMENTS  
                    PTY LTD

**Purchaser:**

**Subject Property:** DOHERTYS ROAD TARNEIT VIC 3029

**Title Particulars:** Vol 10092 Fol 073

**Municipality:** WYNDHAM

**Advice of approved VicRoads proposals:** VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

*Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.*

# EPA Priority Sites Register Extract



**Client:** HWL Ebsworth Lawyers  
DX: 129 Sydney

**Client Ref:** FS:612188  
**Certificate No:** 37807651:61686710

## Property Inquiry Details:

Street Address: Dohertys Road  
Suburb: TARNEIT  
Map Reference: Melways Edition 39, Map No:359, Grid Letter: D, Grid Number: 9

**Date of Search:** 08/07/2016

## Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, 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 date last notified by the EPA.

## 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 (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are 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. 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 information bulletin: Priority Sites Register (EPA Publication 735, December 2000). 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:

EPA Information Centre  
200 Victoria Street, Carlton 3053  
Tel: (03) 9695 2722 Fax: (03) 9695 2610

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.

# Designated Bushfire Prone Areas

from [www.dtpli.vic.gov.au/planning](http://www.dtpli.vic.gov.au/planning) on 08 July 2016 11:27 AM

**Lot and Plan Number:** Lot 1 PS706371

**Address:** DOHERTYS ROAD TARNEIT 3029

This parcel is one of 4 parcels comprising the property.

For full parcel details get the free Basic Property report at [Property Reports](#)

**Local Government (Council):** WYNDHAM **Council Property Number:** 120805 (Part)



**Directory Reference:** Melway 359 D9

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

## Designated Bushfire Prone Area Map



### Bushfire Prone Area Legend

 Bushfire Prone Area  Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 19 August 2015 and 21 April 2016.

The Building Regulations 2006 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 via the Bushfire Prone Areas Map Service at [services.land.vic.gov.au/maps/bushfire.jsp](http://services.land.vic.gov.au/maps/bushfire.jsp) 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 in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

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

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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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 32(2)(dc) of the Sale of Land 1962 (Vic).



# Growth Areas Infrastructure Contribution Certificate

**Certificate Id:** 4675

**Issue date:** 15 July 2016

## PART 1 – DETAILS OF APPLICANT

HWL Ebsworth Lawyers  
C/- SAI Global Property  
Level 3, 355 Spencer Street  
WEST MELBOURNE VIC 3003

## PART 2 - LAND DETAILS

**Land Address:**

Lot 1 Dohertys Road  
Tarneit 3029

**Details of Land Title:**

Lot / Plan:

Lot 1 / PS 706371

Volume / Folio:

10092 / 73

**Municipality:**

Wyndham

Land Type:

Type B1

Land Area:

61.55 ha (GAIC Area 56.44302 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 **\$ 6,156,804.62.**

## PART 4 – CERTIFICATION

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

## Notes to GAIC Certificate

### General

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

### GAIC Certificate

This shows the amount of GAIC that:

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

### GAIC rates

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

### Certificate Number

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

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

### For more information please contact:

<b>State Revenue Office – GAIC enquiries</b> <b>Mail</b> State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	<b>Internet</b> <a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a> <b>Email</b> <a href="mailto:gaic@sro.vic.gov.au">gaic@sro.vic.gov.au</a> <b>Phone</b> 13 21 61 (local call cost) <b>Fax</b> 03 9628 6856
<b>Metropolitan Planning Authority – GAIC enquiries</b> <b>Mail</b> Metropolitan Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	<b>Internet</b> <a href="http://www.mpa.vic.gov.au">www.mpa.vic.gov.au</a> <b>Email</b> <a href="mailto:info@mpa.vic.gov.au">info@mpa.vic.gov.au</a> <b>Phone</b> 03 9651 9600 <b>Fax</b> 03 9651 9623