

Contract of Sale and Vendor's Statement

(Registered Lot Contract)

Lot , Stage 6, "Sherwood Grange",

Salesian Society (Vic) Inc ABN 43 206 946 086



Sherwood Grange



Communities Designed for Living

Ref: LAD:JAQ:

Doc ID 1148011073/v2

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CONTRACT OF SALE OF REAL ESTATE

SALESIAN SOCIETY (VIC) INC - "SHERWOOD GRANGE" - STAGE 6

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, *Sale of Land Act 1962*

If none of the exceptions listed below applies to you, you may end this Contract within 3 clear business days of the day that you sign the Contract.

To end this Contract within this time, 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.

If you end this Contract in this way, you are entitled to a refund of all the money you paid EXCEPT for \$100.00 or 0.2% of the purchase price (whichever is more).

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
- The property is used mainly for industrial or commercial purposes
- The property is more than 20 hectares in size and is used mainly for farming
- You previously signed a similar Contract for the same property
- 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, up to 10 per cent of the purchase price.

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.

The conditions of this Contract are contained in the attached -

- Particulars of Sale;
- Schedule;
- General Conditions; and
- Special Conditions (if any).

The Vendor sells and the Purchaser buys both the Property and the Chattels for the price and upon the conditions set out in this Contract.

The Vendor's Statement required by Section 32(1) of the *Sale of Land Act 1962* is attached to, and included in, this Contract.

Where the signature of any party to this Contract is secured by an agent, the parties acknowledge being given a copy of this Contract by the agent at the time of signing.

EXECUTION

Purchaser:

Purchaser (1) name:

Individual

on

Corporation

on

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

State nature of authority, if applicable:

on

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

State nature of authority, if applicable:

If more than 1 Purchaser:

on

Purchaser (2) name:

on

Purchaser (3) name:

Vendor:

Signed by:on

Executed by **SALESIAN SOCIETY (VIC) INC ABN 43 206 946 086** by its Attorney pursuant to Power of Attorney.

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

GENERAL CONDITIONS ("GC")

Encumbrances

- 1.1 The Purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the Purchaser is taking over an existing mortgage:-
 - (a) the Purchaser assumes liability for the mortgage;
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date; and
 - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this contract.

Loss or Damage Before Settlement

- 2.1 The Vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The Vendor must deliver the property and the chattels to the Purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the Purchaser is only entitled to compensation from the Vendor.

Finance

- ~~3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the Vendor. The Purchaser may end the contract if the loan is not approved by the approval date only if the Purchaser:-
 - ~~(a) has made immediate application for the loan;~~
 - ~~(b) has done everything reasonably required to obtain approval of the loan;~~
 - ~~(c) serves written notice ending the contract on the Vendor on or before two business days after the approval date, and;~~
 - ~~(d) is not in default under any other condition of this contract when the notice is given.~~All money must be immediately refunded to the Purchaser if the contract is ended.~~

Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the *Sale of Land Act* 1962, then:-
 - (a) the Vendor must arrange the discharge of any mortgage affecting the land by the settlement date;
 - (b) all money payable under the contract must be paid to a duly qualified Legal Practitioner or a licensed Estate Agent to be applied towards discharging the mortgage;
 - (c) the Purchaser must pay interest to the Vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule;
 - (d) the Vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

Nominee

5. If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 14 days before settlement date, nominate a substitute or additional Purchaser, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this contract.

Payment

- 6.1 The Purchaser must pay all money (except the deposit) to the Vendor, the Vendor's Solicitor or at the direction of the Vendor.
- 6.2 The Purchaser must pay the deposit:-
 - (a) to the Vendor's Estate Agent or, if there is no Estate Agent, to the Vendor's Solicitor; ~~or~~
 - ~~(b) if the Vendor directs, into a special purpose banking account specified by the Vendor in the joint names of the Purchaser and the Vendor.~~
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit:-
 - (a) must not exceed 10% of the price; and
 - (b) must be paid:-
 - (i) to the Vendor's Solicitor or Estate Agent to be held by the Solicitor or Estate Agent on trust for the Purchaser; ~~or~~
 - ~~(ii) if the Vendor directs, into a special purpose banking account in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor~~until the registration of the plan.

Breach

7. 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.

Time

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

General Conditions in Legislation

- 9.1 The general conditions in Table A of the Seventh Schedule of the *Transfer of Land Act* 1958 apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the *Property Law Act* 1958 apply if the land is not under the operation of the *Transfer of Land Act* 1958.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

Conflict Between Conditions

10. In case of a conflict between the conditions the order of priority is:-
 - (a) any special conditions in this contract;
 - (b) general conditions in this contract;
 - (c) general conditions in legislation.

Conditions

11. These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

Service

12. Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

Transfer and Settlement

- 13.1 The Purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the Vendor or the Vendor's Solicitor at least 10 days prior to the settlement date.
- 13.2 The Vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the Vendor for settlement.

***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.
 - 2.4 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.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$100.00 for each referring Solicitor must be paid to the Institute when the application is lodged.
5. 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.
6. 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.
7. The Committee's written decision will be sent to the referring Solicitors 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 9382.*

PARTICULARS OF SALE

VENDOR'S AGENT **OLIVER HUME REAL ESTATE GROUP PTY LTD**
of Level 2, 4 Riverside Quay, Southbank Vic 3006
Email: reception@oliverhume.com.au
Phone: (03) 9669-5999

VENDOR **SALESIAN SOCIETY (VIC) INC ABN 43 206 946 086**
of 3 Middle Street, Ascot Vale, Victoria 3032

VENDOR'S SOLICITOR **HWL EBSWORTH LAWYERS**
LEVEL 8, 447 COLLINS STREET, MELBOURNE 3000
DX: 564 MELBOURNE
Ref: LAD:JAQ: Tel: 8644 3500 Fax: 1300 365 323

PURCHASER Name: (and/or nominee)
Address:
ABN/ACN:
Telephone:

 Name: (and/or nominee)
Address:
Telephone:

 Name: (and/or nominee)
Address:
Telephone:

PURCHASER'S SOLICITOR of
Tel: Fax: Ref:

LAND Lot on registered Plan of Subdivision PS906055Y and being the land
more particularly described in Certificate of Title Volume Folio .

PROPERTY ADDRESS the land together with any improvements known as
Lot , Stage 6, "Sherwood Grange",
.

CHATTELS Nil (vacant land)

PRICE

DEPOSIT

payable to *HWL Ebsworth Lawyers Law Practice Trust Account* on the Day of Sale or if the sections below are completed as follows:

due on (time being of the essence); and
the remainder is due on (time being of the essence).

BALANCE

PAYMENT
OF BALANCE

SETTLEMENT
DATE

The date upon which vacant possession of the Property must be provided, namely, upon acceptance of title and payment of the Price.

DAY OF SALE

is the day on which both parties have signed this Contract.

SCHEDULE

ITEM 1
(GC 1)

Encumbrances -

- (a) Any easements, covenants and other encumbrances (if any) disclosed in the Vendor's Statement and any apparent or implied easements for services, drains, sewer pipes and wires not located in registered easements.
- (b) All easements and other encumbrances and restrictions specified on the Plan of Subdivision or implied under the *Subdivision Act 1988* or otherwise appropriated, reserved or created by the Plan of Subdivision.
- (c) The conditions and other restrictions contained in the Permit and any other planning permit affecting the Property which may issue before or after the Day of Sale or which may otherwise be imposed by a responsible authority.
- (d) Any Planning Agreements and the Planning and Building Controls.

SPECIAL CONDITIONS

See attached

SPECIAL CONDITIONS

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and the following words have these meanings in this Contract unless the contrary intention appears:

"*Act*" means the *Sale of Land Act 1962*;

"*Australian Consumer Law*" means *Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation*;

"*Bank*" means a bank for the purposes of the *Banking Act 1959*;

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

"*Contaminant*" means any substance which is or may be harmful to the environment or to the health or safety of any person or which may cause damage to any property or the environment;

"*Council*" means Hume City Council;

"*DDF*" means the online form called "Digital Duties Form" generated from the SRO website;

"*Deposit*" means the deposit specified in the Particulars of Sale;

"*Design Guidelines*" means the set of building and design guidelines named "Sherwood Grange Design Guidelines", a copy of which is attached to the Vendor's Statement and referred to in the Plan of Subdivision;

"*Development*" means any dwellings, structures and improvements constructed or to be constructed on the Development Land;

"*Development Land*" means the land owned by the Vendor known as "Sherwood Grange", 250 Racecourse Road, Sunbury, Victoria 3429 and where the context permits or requires includes the Property;

"*Development Works*" means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Development Land and the construction of other lots on the Development Land 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;

"*Driveway Crossover*" means that section of the driveway from the roadside kerb to the boundary of the Property;

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

"*Engineering Plans*" means the plans included in the Vendor's Statement which may be varied in accordance with the terms of this Contract;

"*Environmental Law*" means a law regulating or otherwise relating to the environment current at the date of this Contract including any law relating to land use, planning, pollution of air or water, soil or groundwater contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the environment or a person or property;

"*GST*" means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999*;

"*Guarantee*" means the form of guarantee annexed to this Contract as Annexure 1;

"*Lease*" means the lease between Salesian Society (Vic) Inc, ABN 43 206 946 086 as lessor and Telstra Corporation Limited ACN 051 775 556 as lessee dated 1 October 2008;

"*Lot*" means the lot number specified in the Particulars of Sale;

"*MCP*" means the draft memorandum of common provisions which has been or will be registered and imposed by the Plan, a copy of which is included in the Vendor's Statement;

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

"*Permit*" means Planning Permit No. P22159.01 issued by Council, a copy of which is attached to the Vendor's Statement;

"*Plan of Subdivision*" means Plan of Subdivision no. PS906055Y copy of which is annexed to the Vendor's Statement;

"*Planning Agreement*" means one or more agreements pursuant to Section 173 of the *Planning & Environment Act 1987* with an authority including but not limited to Council, Melbourne Water or their successors;

"*Planning and Building Controls*" means the Restrictions, the MCP, this Contract, the Design Guidelines and any other matters set out in Special Condition 25;

"*Property*" means the property described as such in the Particulars of Sale;

"*Restrictions*" means the restrictions created on registration of the Plan of Subdivision;

"*SRO*" means the State Revenue Office of Victoria;

"*SRO Settlement Statement*" means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF;

"Section 173 Agreement" means Section 173 Agreement X095542M (a copy of which is attached to the Vendor's Statement);

"*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;

"*Vendor's Statement*" means the statement made by the Vendor under Section 32 of the Act, a copy of which is attached to this Contract.

1.2 In this Contract, unless the context otherwise requires:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (iv) a condition in Table A means a reference to the conditions contained in Annexure 3 being the general conditions formerly contained in Table A of the Seventh Schedule of the *Transfer of Land Act 1958*, which apply as amended by this Contract.

2. ACKNOWLEDGMENT

2.1 The Purchaser acknowledges:

- (a) having received from the Vendor:
 - (i) the Vendor's Statement executed by the Vendor; and

- (ii) a copy of this Contract;
- (b) that the Purchaser has had sufficient opportunity to review and negotiate the terms of this Contract;
- (c) that the Purchaser must disclose to any financier, valuer, governmental 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; and
- (d) that the Vendor may pay a fee to another party (including but not limited to the Vendor's Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

3. WHOLE CONTRACT

- 3.1 To the extent permitted by law (including the Purchaser's rights under the Australian Consumer Law), this Contract contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties (other than warranties set out in this Contract), or commitments in relation to, or in any way affecting, the subject matter of this Contract are superseded by this Contract and are of no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.
- 3.2 To the extent permitted by law (including the Purchaser's rights under the Australian Consumer Law), this Contract supersedes any oral explanations or information provided by any party to the other and this Contract will prevail to the extent of any inconsistency.
- 3.3 To the extent permitted by law, the Vendor is not liable to the Purchaser as a result of any representation or advice in respect of any such fitness (if given) without the authority or knowledge of the Vendor or provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner. .
- 3.4 Without limiting this Special Condition 3, the Purchaser acknowledges that:
 - (a) the Purchaser relies entirely upon its own inspections, investigations, examinations and enquiries in respect of all aspects of the Development including but without limitation the Property, construction of any building on the Property, planning restrictions, building regulations and the suitability of the Property for the Purchaser's intended use; and
 - (b) the Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition subject to any defects whether latent or patent.

4. IDENTITY OF LAND

- 4.1 The Vendor 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 in Subdivision.
- 4.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for any matters which it has agreed or acknowledged in this Special Condition 4, except to the extent the Purchaser's Claim is caused by or arises in connection with the negligence or default of the Vendor. :
- 4.3 \

5. CONDITION OF LAND

- 5.1 The Purchaser acknowledges that it has purchased the Property in its present condition and has entered into this Contract on the basis that it:
- (a) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Property or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property;
 - (b) releases and discharges the Vendor and its successors, assigns, employees and agent from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Property and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions, except to the extent that such Contaminant in, on or under the Land or any land in the Plan of Subdivision is caused or contributed to, by an act or omission of the Vendor after the Date of Settlement; and
 - (c) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Property (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action, except to the extent that such Contaminant in, on or under the Land or any land in the Plan of Subdivision is caused or contributed to by an act or omission of the Vendor after the Date of Settlement. .

6. PLANNING RESTRICTIONS

- 6.1 The Purchaser buys the Property subject to any restriction on the use of the Property pursuant to the Permit and any planning scheme, order, regulation, rule, permit or condition imposed by any authority empowered by statute or otherwise to control the use of the Property. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such restriction.
- 6.2 The Purchaser agrees to comply with the provisions of the Permit and any planning permit or permits as they affect the use and development of the Property.
- 6.3 The Purchaser acknowledges the Vendor may apply for amendments to the Permit or one or more new planning permits or amendments to the Planning Scheme in connection with any Development Works, at its reasonable discretion. The Purchaser must not:
- (a) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to the Permit or new planning permits for the Development Works;
 - (b) oppose, or assist or encourage the opposition of, any amendment to the Planning Scheme proposed by or on behalf of the Vendor to enable the Development Works;
 - (c) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the Planning Scheme which relates to any proposed Development Works; or
 - (d) make any requisitions or objections, claim compensation or refuse or delay payment of the Price or rescind or terminate this Contract on account of any amendment or proposed amendment to the Permit or the grant of any new planning permit in relation to the Property.

7. DEPOSIT

- 7.1 The Deposit must not exceed 10 per cent of the Price.
- 7.2 The deposit shall be paid to the Vendor's Solicitor within the time required by this Contract (time being of the essence).
- 7.3 The parties authorise the Vendor's Solicitor to hold the deposit in an interest bearing trust account with a Bank. If the Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the *Income Tax Assessment Act 1997* may be appropriated in accordance with that Act.

7.4 The Deposit shall be held or invested by the Vendor's Solicitor as stakeholder for the parties and shall thereafter be held or released pursuant to the provisions of the Act.

8. PURCHASER INDEMNITY

8.1 The Purchaser indemnifies and will keep indemnified at all times the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer or incur arising from or in any way connected with or relating to:

- (a) the *Duties Act 2000* relating to the Contract and the instrument of transfer of land;
- (b) the Property, however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring after the Settlement Date by which the Vendor may become liable in any way, unless the Vendor has contributed to the same; and
- (c) any liability including any penalty or interest under the *Duties Act 2000* relating to this Contract, any substitute contract of sale of real estate or the transfer or any transfer or conveyance under any substitute contract of sale of real estate.

9. PURCHASER TO PROCURE EXECUTION OF GUARANTEE

9.1 If the Purchaser is or includes a company (other than a company listed on an Australian Stock Exchange) the company shall, simultaneously upon execution of this Contract, procure the execution by all of its directors of the Guarantee and provide the fully executed Guarantee to the Vendor.

10. DEFAULT

10.1 If either party (**Non-Defaulting Party**) gives to the other party (**Defaulting Party**) a notice of default under this Contract, the default will not be remedied until all of the following have occurred:

- (a) the remedy by the Defaulting Party of the relevant default;
- (b) the payment by the Defaulting Party to the Non-Defaulting Party of all reasonable expenses incurred by the Non-Defaulting Party as a result of the default including (as applicable), without limitation all interest and bank charges payable by the Non-Defaulting Party under any existing mortgage affecting the Property, calculated from the designated Settlement Date;
- (c) the payment of the Non-Defaulting Party's solicitors reasonable legal costs (on an indemnity basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary instructions and advice; and
- (d) the payment of interest under Special Condition 11.

10.2 The Parties agree that the reasonably foreseeable loss the Non-Defaulting Party may suffer due to the Defaulting Party's breach of this Contract may include (as applicable), without limitation, interest payable by the Non-Defaulting Party in relation to loans secured on the Property for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Non-Defaulting Party which is incurred as a result of the Defaulting Party's default, interest on bridging finance obtained by the Non-Defaulting Party for the same period to cover the Non-Defaulting Party's intended use of the Price and costs of that bridging finance and, if the Non-Defaulting Party is usually accommodated in the Property, accommodation costs incurred by the Non-Defaulting Party and the cost of storing the Non-Defaulting Party's property usually kept in the Property.

10.3 Re-Scheduling Settlement

Each Party (the **Non-Defaulting Settlement Party**) acknowledges and agrees that if the other party (**Defaulting Settlement Party**) fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Defaulting Settlement Party will be in default of this Contract. The Defaulting Settlement Party must pay the Non-Defaulting Settlement Party's Solicitor reasonable fees and reasonable costs of the Non-Defaulting Settlement Party's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

11. DEFAULT INTEREST

11.1 If the Purchaser defaults in any payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act* 1983 on the amount in default from the time it fell due until the default ceases without prejudice to any other rights of the Vendor.

12. WAIVER

12.1 Each Party's (**Performing Party's**) liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract to the other party (Non-Performing Party) will not be or be deemed to be waived or varied by any time indulgence or forbearance allowed or granted by the Non-performing Party to the Performing Party or by any acceptance by the Non-Performing Party of moneys tendered by the Performing Party not in accordance with this Contract. Time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Non-Performing Party.

13. NATURAL SURFACE LEVEL

13.1 The Purchaser acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to the Vendor becoming registered proprietor of that part of the Development Land containing the Property and that the Purchaser must not make any

requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any such works.

- 13.2 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 Vendor's Statement ("subdivisional works").
- 13.3 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 14.4.
- 13.4 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser will not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract in respect of anything to which it has agreed or has been acknowledged in this Special Condition 13, except to the extent the Purchaser's claim is caused by or arises in connection with the negligence or default of the Vendor.
- 13.5 The Purchaser further acknowledges and agrees that in calculating the amount of any fill provided to the Property, any amount of topsoil removed from the Property prior to filling and regrading and replaced thereafter shall not be included in such calculation.

14. REQUISITIONS ON TITLE

- 14.1 The Purchaser is deemed to have delivered requisitions and objections as annexed to this Contract (Annexure 2). The Purchaser acknowledges the answers to those requisitions as specified in Annexure 2.
- 14.2 Condition 1 of Table A shall not apply to this Contract.

15. ADJUSTMENT OF RATES

- 15.1 Condition 9 of Table A does not apply to this Contract.
- 15.2 All rates, taxes (excluding land tax), assessments and outgoings (collectively referred to as "the outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the Day of Sale.
- 15.3 The Property may be part of land which is part of a subdivision for which outgoings may be 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).
- 15.4 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.

- 15.5 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.
- 15.6 Despite Special Condition 15.5 the outgoings must be apportioned as if they had been paid by the Vendor.
- 15.7 This condition will not merge on Settlement.

16. ENCUMBRANCES

- 16.1 The Purchaser acknowledges that it is aware of the possibility that at the Day of Sale there may not have been created all the easements, restrictions or other encumbrances which may be required by any governmental agency or authority, any provider of utility services including electricity, gas, water or telecommunications, the Council, the Registrar of Titles or the Vendor, in which case:
 - (a) if a governmental agency or authority, any provider of utility services including electricity, gas, water or telecommunications, the Council, the Registrar of Titles or the Vendor requires the creation of further easements, restrictions or other encumbrances then subject to Special Condition 16.1(c), the Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract or withhold any part of the Price because of that creation;
 - (b) the Vendor must notify the Purchaser of the creation of any further easement, restriction or other encumbrance within 14 days after receipt of the requirement from the governmental agency or authority, the service provider, the Council or the Registrar of Titles for, or a decision of the Vendor to make a requirement for, the creation of a further easement, restriction or other encumbrance;
 - (c) the Purchaser may notify the Vendor of its intention to rescind this Contract within 14 days after being advised by the Vendor of the requirement if the further easements, restrictions or other encumbrances will materially adversely affect the Property, but not otherwise;
 - (d) the Vendor may by notice withdraw the requirement or cause it to be withdrawn within 10 days of receipt of the Purchaser's notice under Special Condition 16.1(c) or dispute the Purchaser's opinion that the further easement, restriction or other encumbrance will have a materially adverse effect on the Property. If the Vendor does not do so, the Purchaser may rescind this Contract by notice within a further 14 days after the date of expiry of the notice under Special Condition 16.1(c);
 - (e) if the Vendor disputes the Purchaser's opinion that the further easement, restriction or other encumbrance will have a materially adverse effect on the Property, the Vendor may refer the dispute to arbitration under the *Commercial*

Arbitration Act 1984. In that case, the time periods in this Special Condition will be suspended pending the outcome of the arbitration. The cost of the arbitration (including legal costs on a solicitor-own client basis) must be paid by the party who loses the arbitration; and

- (f) for the purposes of Special Condition 16.1(e), a reduction in the usable area of the Property by an easement affecting not more than 5% in area of the Property and located adjacent to a boundary will not be considered to be material.

16.2 The Purchaser acknowledges and agrees that the Vendor may prior to the Settlement Date enter into one or more Planning Agreements if any one or more of these are:

- (a) Required by any Authority;
- (b) required for the certification or registration of the Plan of Subdivision; or
- (c) in the opinion of the Vendor (acting reasonably) necessary for the development, use, occupation, proper management or adequate servicing of the Sire or any part of it,

and that, in that case, each Planning Agreement will be registered and run with the title to the Property.

16.3 If any Planning Agreement is entered into prior to the Settlement Date in accordance with Special Condition 16.2

- (a) the Purchaser must take title to the Property subject to any Planning Agreement; and
- (b) the Purchaser may not make any requisition or objection in relation to any Planning Agreement and shall not be entitled to refuse or delay Settlement nor be entitled to any reduction in the Price nor to any compensation whatsoever as a result of or in any way connected with the Planning Agreement or the Vendor having entered into any Planning Agreement, except to the extent the Purchaser's Claim is caused by or arises in connection with the negligence of the Vendor.

17. DEVELOPMENT

17.1 The Purchaser acknowledges and agrees that:

- (a) the Property forms part of an overall subdivision of the whole or part of the Development Land and that the Development Land will be a mixed use development, with the Vendor considering various options to develop all or part of the balance of the Development Land 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;
- (b) any promotional material prepared by the Vendor with respect to the possible use of the Development Land does not constitute promises or representations

on the part of the Vendor that the balance of the Development Land or any part of it will be developed for any of the purposes disclosed in the promotional material;

- (c) the Vendor is continuing to consider development options for the balance of the Development Land and may in its discretion decide to proceed with development of only part of it (for any one or more of the uses referred to in Special Condition 17.1(a) and/or for any other purpose) or not develop it at all;
- (d) the subdivision development, use and management of all or any part of the Development Land, including the Property will be subject to the lawful directions, requirements, licences or permits from time to time issued by the Council or any other governmental authority and the Vendor will be bound to comply with such directions, requirements, licences or permits.

17.2 The Purchaser acknowledges and agrees that it shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay Settlement as a consequence of the Vendor's use of the Development Land or any part thereof, except to the extent:

- (a) the Purchaser's claim is caused by or arises in connection with the negligence or default of the Vendor; and
- (b) the Land is materially affected. .

17.3 The Purchaser acknowledges and agrees that it shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay Settlement as a consequence of any issue which does not materially and adversely affect the Purchaser's use of the Property.

18. DEVELOPMENT WORKS

18.1 The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots (excluding the Land) or on any common property after Settlement and, notwithstanding that the works in any part of the Development or on lots to be built subsequently to the Lot may block out or substantially 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.

18.2 The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed and further Development Works may continue on or be carried out on the Development (excluding the Land) after Settlement;
- (b) the Vendor and any contractor contracted for works on any part of the Development Land may enter and carry out other Development Works on other lots on the Plan of Subdivision (excluding the Land) and the construction of one or more new buildings and for that purpose may bring upon the Development

Land 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 Development Land shall be entitled to full, free and uninterrupted access over and to any lot (excluding the Land) to carry out and undertake the Development Works; and
 - (e) the Vendor and any contractor undertaking Development Works may use the surrounding land (excluding the Land) to store building materials, vehicles, equipment or fill associated with the Development Works.
- 18.3 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.
- 18.4 The Purchaser acknowledges 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 Development Land.
- 18.5 Without limiting any other provision of this Contract, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or withhold any part of the Balance of the Price or delay Settlement 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 Development Land for the purpose of:
 - (i) gaining access or egress to any part of the Development Land 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 1988 (Vic)* or executed by the Vendor as provided for elsewhere in this Contract, in particular under Special Condition 16.1;

- (d) construction of any services on or under the Development Land which may not be protected by easements;
- (e) any alteration to the area or dimensions of the Development Land;
- (f) non-completion of the facilities to be constructed on the Development Land;
- (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Development Land;
- (h) any boundary on the Development Land 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,

except to the extent:

- (a) the Land is materially affected; and
- (b) the Purchaser's claim is caused by or arises in connection with the negligence or default of the Vendor.

19. SERVICES

19.1 The Purchaser acknowledges that the Property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas, electricity, telephone or other installations, services and utilities (if any).

19.2 The Purchaser acknowledges and agrees that the nature, availability and locations of services may change as a result of authority or engineering requirements. The Purchaser should ensure that the time of designing their home that they make their own independent enquiries relating to the location of services servicing the Property.

19.3

20. FENCING

20.1 The Purchaser:

- (a) may not make any claim against the Vendor for any fencing costs or expenses where the Vendor owns land adjoining the Property; and
- (b) acknowledges and agrees that it may not ask the Vendor to contribute towards any fencing costs because the Price in this Contract has already been reduced

by an amount assessed by the Vendor to cover the Vendor's estimated expenses in respect of contributions as adjoining proprietor to the costs of fencing to the Property.

- 20.2 The Purchaser agrees with the Vendor that if before the date of this Contract, the Vendor has received one or more fencing notices from the owner or owners of land adjoining the Property, the Purchaser agrees to pay to the Vendor at Settlement the half share cost set out in each of the fencing notices by way of reimbursement for the contribution which the Vendor will be required to make under the fencing notices.
- 20.3 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 20.

21. FOREIGN INVESTMENT REVIEW BOARD

- 21.1 The Purchaser warrants to the Vendor that:
- (a) this Contract is not examinable by the Foreign Investment Review Board ("FIRB") under the *Foreign Acquisitions and Takeovers Act 1975* ("FIRB Act"); or
 - (b) where this Contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.
- 21.2 The Purchaser must indemnify and keep indemnified the Vendor against any loss, damage or liability the Vendor may suffer or incur as a result of a breach of the warranty in this Special Condition, except to the extent that the Vendor caused or contributed to the claim, liability, loss, damage, cost or expense. .

22. GST

- 22.1 In this Contract and unless the context otherwise requires:
- "GST" means a tax that is payable under the GST Law;
- "GST Law" has the meaning given by Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.
- 22.2 The Price specified in the Particulars of Sale page of this contract is expressed as a GST inclusive amount.
- 22.3 The parties agree that the margin scheme under Division 75 of the GST Law applies to calculate the GST payable in respect of the supply of the Property made pursuant to this Contract.
- 22.4 If a supplier makes a supply under or in connection with this Contract to a recipient which is a taxable supply that is not a supply of real property and is not a supply the consideration for which is specifically described as GST-inclusive, then:

- (a) the consideration is increased by and the recipient must also pay to the supplier an amount equal to the GST payable by the supplier on that supply; and
- (b) subject to Special Condition 22.6, the amount by which the GST exclusive consideration is increased must be paid to the supplier by the recipient at the time at which the GST exclusive consideration is payable.

22.5 If this Contract requires a party to pay for, reimburse or contribute to any expense or liability ("reimbursable expense") incurred by the other party ("payee") to a third party, the amount to be paid, reimbursed or contributed the amount to be paid, reimbursed or contributed must be charged by the third party or payee as a taxable supply subject to Special Condition 22.6 or otherwise will be the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

22.6 A party is not obliged to pay the GST on a taxable supply to it other than one to which the margin scheme applies, until that party is given a valid tax invoice for the supply.

23. NON-MERGER

23.1 Unless a contrary intention appears in relation to any time expressed in this Contract, obligations under this Contract which have not been satisfied or performed by the Settlement Date remain in full force and effect irrespective of Settlement and do not merge on the transfer of the Property.

24. TIME OF THE ESSENCE

24.1 Unless a contrary intention appears in relation to any time expressed in this Contract, time shall be and remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser.

25. PLANNING AND BUILDING CONTROLS

25.1 Restrictions

- (a) The Purchaser hereby covenants and agrees with the Vendor to be bound by the Restrictions.
- (b) The Purchaser must not do anything or allow anything to be done on the Property which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 25.1(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 for all reasonable expenses incurred in rectification.

25.2 MCP

The Purchaser acknowledges that:

- (a) the MCP will be referenced as part of the Restrictions and registered as an encumbrance on the title to the Property;
- (b) the Purchaser will be bound by the terms and conditions of the MCP; and
- (c) the Purchaser must not object or require the Vendor to take any action in respect of the MCP.

25.3 Design Guidelines

- (a) The Purchaser shall comply with the Design Guidelines and acknowledges receipt of a copy of them as referred to in the Restrictions and as attached to the Vendor's Statement forming part of this Contract of Sale, subject to the Purchaser's rights under Special Condition 25.3(b).
- (b) The Purchaser acknowledges that the Design Guidelines are current as at the Day of Sale and are accurate for land contained only in the Plan of Subdivision, and that 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 Development Land if it reasonably determines that such amendment, modification or variation is necessary for the benefit of the Development;

25.4 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 required by the Planning and Building Controls.
- (b) The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such additional controls, except to the extent the Purchaser's Claim is caused by or arises in connection with the negligence or default of the Vendor.

25.5 Variation and Waiver

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

25.6 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 within its control (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 and contains the MCP and the Design Guidelines.

25.7 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 Section 173 Agreement;
- (b) second, the Restrictions;
- (c) third, the MCP;
- (d) fourth, these Special Conditions; and
- (e) fifth, the Design Guidelines.

25.8 Rescode

The Purchaser acknowledges being made aware of the recent introduction of changes to town planning and building controls, known as ResCode, which legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing. The Purchaser shall make no claim against the Vendor in respect of any Rescode requirements, in respect of the Purchaser's proposed use or development of the Property.

25.9 Bushfire Attack Level

Without limiting Special Condition 3 of 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 stated otherwise in the Vendor's Statement the Vendor gives no warranty 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 stated otherwise in the Vendor's Statement no warranty was made by the Vendor, the Vendor's Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
 - (i) the Purchaser has made or 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 make any requisitions or objections, claim any compensation or refuse or delay payment of the Price or rescind, terminate or delay Settlement on account of any matter relating to whether the Property is in a bushfire prone area or its BAL rating, except where the Vendor has made a representation to the contrary.

25.10 Vendor Access

The Vendor has the right to access the Property during reasonable hours, after Settlement on provision of prior written notice to ensure compliance with the Restrictions, the MCP, Design Guidelines, approved dwelling house plans, and this Contract.

25.11 Community Infrastructure Levy

- (a) The Purchaser acknowledges and agrees that it:
 - (i) will be required to make a payment to Council as a community infrastructure payment prior to obtaining any building approval in respect of the Property which as at 23 July 2020, is \$1,150 and is subject to change by Council as published at <https://www.hume.vic.gov.au/Building-and-Planning/Building-Renovations-and-Extensions/Community-Infrastructure-Levy>;
 - (ii) must not make any claim, requisition or objection or be entitled to any compensation from the Vendor in respect of any such payment or increase by Council in the amount of the payment;
 - (iii) if the Vendor has made the community infrastructure payment prior to Settlement then the Purchaser must reimburse or pay the Vendor the amount of the community infrastructure payment at Settlement.

26. HOUSE PLAN APPROVAL AND CONSTRUCTION

- 26.1 The Purchaser agrees that whilst determining the type and style of house to be erected on the Property it must avoid using the same or similar façade to any other dwelling house within close proximity of the Property as specified in the Design Guidelines.
- 26.2 The Purchaser covenants that if the Purchaser applies to a building surveyor or the responsible authority for a building permit that he or she will advise that building surveyor or responsible authority of the Planning and Building Controls (and provide copies of such controls) and any other information in any way relevant to construction on the Property, and the Purchaser warrants that any form of construction and works on the Property will be strictly in accordance with these Planning and Building Controls.
- 26.3 The Purchaser acknowledges and agrees that in compliance with this Contract:
- (a) it must submit all proposed plans and specifications for the dwelling house, including floor plans and elevations, and
 - (b) if requested by the Vendor (acting reasonably), it must submit all proposed plans and specifications showing the foundation and footing system of the proposed dwelling house,
- to the Vendor for approval prior to entering into any domestic building contract with a builder for the construction of a dwelling house on the Property or commencement of such construction.
- 26.4 Further to the Vendor's rights under this Contract, the Vendor also has the right to reject and not grant approval (acting reasonably) to any dwelling house plans submitted if it forms the reasonable view that the façade of the proposed dwelling house is in contravention of Special Condition 26.1.
- 26.5 The Purchaser must:
- (a) commence construction of the dwelling house within twelve months of the Settlement Date;
 - (b) complete construction of the dwelling house within twelve months of the commencement of the construction which shall be deemed to be the date of issue of a building permit;
 - (c) not leave the building works incomplete for more than three months without work being carried out;
 - (d) complete the construction of a driveway within one month of the date of issue of an occupancy permit in respect of the Property;
 - (e) install window furnishings within one month of the date of issue of an occupancy permit in respect of the Property;

- (f) submit landscaping plans which provide for a high standard of presentation and are in compliance with the Design Guidelines to the Vendor for approval before the commencement of any landscaping works; and
- (g) complete landscaping to the front of any dwelling house and the nature strip in accordance with the landscaping plans approved by the Vendor within three months of the date of issue of an occupancy permit in respect of the Property.

26.6 The Purchaser must not allow any rubbish including site excavation and building materials to accumulate on the Property (unless neatly stored in an adequately sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Property. The Vendor or its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title may enter the Property during reasonable hours for the purpose of removal of any rubbish, grass or weeds that accumulate in breach of this Special Condition 26.6 and the Purchaser must reimburse the Vendor for the Vendor's reasonable costs in doing so.

27. FIBRE OPTIC NETWORK TO THE PROPERTY

27.1 After the Settlement Date, the Vendor will use all reasonable endeavours to procure Opticomm Co Pty Ltd ('**Opticomm**') to provide a fibre optic network connection point in the form of a communication conduit to be located at the front boundary of the Property, underground and close to the electricity connection point.

27.2 The Purchaser acknowledges and agrees that:

- (a) the Vendor will not, and Opticomm or any other telecommunications provider will not, install or provide any form of copper wiring to the Property;
- (b) the Vendor will provide the Purchaser at Settlement with information on connection and service providers for the Vendor's fibre optic network;
- (c) the Purchaser is not compelled to connect to the fibre optic network and may elect not to use the fibre optic network at all;
- (d) to connect to the fibre optic network, the dwelling house constructed on the Property must be specifically wired to allow connection. The Purchaser's builder must enquire with the Vendor as to the details for connection;
- (e) the Purchaser is responsible for the continuation of the communications conduit;
- (f) all connection costs and usage costs are solely the Purchaser's responsibility and the Purchaser should make enquiries of any relevant service provider to the Purchaser's satisfaction; and
- (g) the Purchaser will not make any objection, requisition or claim nor rescind, terminate or delay Settlement of this Contract because of anything contemplated by this Special Condition 27.

27.3 The Purchaser acknowledges that the Vendor makes no representations nor gives any warranties in respect of any fibre optic network services offered or supplied to the

Property by Opticomm or any other service provider, and that the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use and terms and conditions which apply to such offers.

- 27.4 The Purchaser agrees that the Vendor may disclose the Purchaser's name, contact details and Property details in this Contract to Opticomm or any other service provider who offers, or is considering offering, services to or at the Property so that Opticomm or any other service provider can provide details of offers for such services to the Purchaser.

28. SETTLEMENT

- 28.1 On the Settlement Date, Settlement must be effected prior to 3.00pm.
- 28.2 At Settlement in addition to any other matter, the Purchaser must pay to the Vendor the Balance of the Price less any deductions provided herein, by an unendorsed bank cheque or bank cheques in favour of the Vendor or as the Vendor or the Vendor's Solicitor may direct in writing.
- 28.3 If Settlement is effected later than 3.00pm on the Settlement Date, Settlement shall be deemed for the purpose of Condition 4 of Table A to have occurred on the business day following the day on which payment of the Balance of the Price is made and the Purchaser will be deemed to have made a default in payment of the Balance of the Price, so that the Vendor will be entitled to interest under Condition 4 of Table A for the intervening days.
- 28.4 The Purchaser is not entitled to call for or receive at Settlement or at any other time a Form 312 or any other release or letter of comfort or discharge of any charge or interest registered under the Corporations Act 2001 of the Personal Property Securities Register over the Property, the Development Land or the assets and undertaking of the Vendor generally ("Security Interest"). If the Vendor provides a Form 312 or some other form of release of a Security Interest the Purchaser must pay any reasonable registration fee and arrange for lodgement at its expense.

29. INSOLVENCY AND INCAPACITY

- 29.1 If before completion of this Contract:
- (a) the Purchaser, being a natural person:
 - (i) dies;
 - (ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;
 - (iii) is sentenced to imprisonment for a term exceeding one month; or
 - (iv) is a protected person under any legislation or an involuntary patient or security patient under the *Mental Health Act 1986*; or

- (b) the Purchaser, being a company:
 - (i) is subject to an application for its winding up;
 - (ii) is ordered to be wound up, or is placed in provisional liquidation;
 - (iii) enters into a scheme of arrangement for the benefit of the creditors;
 - (iv) resolves to go into liquidation; or
 - (v) is put into the control of a receiver, receiver and manager, official manager or administrator,

then the Vendor may terminate this Contract by notice. The Vendor must refund all money paid under this Contract and any interest earned on it in such circumstances.

29.2 For the purposes of this Special Condition, "Purchaser" includes any of the persons that comprise the Purchaser.

30. NOMINATION

30.1 General Condition 5 of this Contract is deleted, and if this Contract says that the Property is sold to the Purchaser "and/or nominee" (or similar words), the Purchaser must not before the Settlement Date, nominate a substitute, alternative or additional purchaser ("Nominee") without the Vendor's consent (which may be withheld in the Vendor's absolute discretion or granted subject to conditions).

30.2 In the event that the Vendor consents to a nomination in accordance with Special Condition 30.1, the Purchaser remains personally liable for the due performance of all the obligations on the part of the purchaser under this Contract. As a pre-condition to the nomination or substitution, if requested by the Vendor, the Purchaser must deliver to the Vendor:

- (a) two parts of a contract executed by the Nominee and in the same form as this Contract except for:
 - (i) deletion of this Special Condition;
 - (ii) amendment of the name of the purchaser; and
 - (iii) adjustment of dates of payment of moneys if necessary to coincide with this Contract and the date upon which the Nominee as purchaser under the substituted contract becomes responsible for any notices or orders relating to the Property being the day of sale herein referred to executed by the Nominee;
- (b) an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the Deposit as deposit payable under the substituted contract; and

- (c) if required by the Vendor and if the Purchaser is not remaining as a purchaser, a duly executed guarantee by the Purchaser of all the obligations of the Nominee under the substituted contract.

30.3 The Nominee must pay the Vendor's Solicitor's reasonable costs (fixed on an item basis in accordance with the Practitioner Remuneration Order) in connection with the preparation of the substituted contract of sale and all other matters referred to in this Special Condition.

30.4 The Vendor must execute both parts and deliver one part to the Nominee, upon which delivery and payment of the Vendor's Solicitor's reasonable costs, the substituted contract takes effect and this Contract is deemed cancelled.

31. VENDOR MAY MORTGAGE

31.1 The Vendor may with the consent of the Purchaser (such consent not to be unreasonably withheld), grant a mortgage or charge over the Property (including a fixed and/or floating charge over all the assets and undertaking of the Vendor) from time to time until Settlement.

31.2 For the avoidance of doubt, any mortgage or charge over the Property pursuant to Special Condition 31.1 will be released by the vendor prior to or at the same time as Settlement.

32. RESALE AND ADVERTISING

32.1 Subject to Special Condition 32.3, until the Plan is registered, the Purchaser must not without the consent of the Vendor (such consent not to be unreasonably withheld), sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the Property or any part thereof or the Purchaser's rights or interest in or under this Contract. The Purchaser acknowledges that in any such resale the Vendor shall be entitled to impose a condition on its consent that the transferee or assignee must execute a deed with the Vendor pursuant to which the transferee or assignee agrees to be bound by the Purchaser's obligations in this Contract.

32.2 Until an occupancy permit is issued for a residential dwelling constructed on the Property, the Purchaser must not erect any advertising signs on the Property without the Vendor's prior written consent. The Purchaser must procure any transferee or assignee of the Property to execute a deed in favour of the Vendor pursuant to which the transferee or assignee agrees to be bound by the Purchaser's obligations in this Special Condition 32.2.

32.3 Despite anything else in this Special Condition 32, if the Purchaser carries on a business of selling house and land packages in Victoria:

- (a) the Purchaser may without the Vendor's consent advertise that the Property is for sale as a house and land package provided that settlement of such a sale is conditional upon completion of construction of a residential dwelling on the Property; and

- (b) the Purchaser may erect advertising boards on the Property in a size approved by the Vendor in writing from time to time advertising the house and land package.

32.4 This Special Condition 32 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 32.

32.5 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this Special Condition 32 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 32.

33. FIRST HOME OWNER AND HOMEBUILDER ASSISTANCE

33.1 Purchaser Acknowledgement

The Purchaser acknowledges and agrees that:

- (a) that the Purchaser has made or procured its own investigations and enquiries in respect of all aspects of the Purchaser's eligibility for any form of financial assistance, including but not limited to the First Home Owners Grant or First Home Owners Boost or First Home Owners Bonus or the HomeBuilder Grant or any such similar assistance (collectively "**the Grants**") and that the Purchaser was satisfied with those investigations before entering into this Contract; and
- (b) that the Purchaser must not make any objection, requisition or claim, delay completion or rescind or terminate this Contract or withhold any part of the Price before of this Special Condition and releases and indemnifies the Vendor from and against any future claim for any loss, unforeseeable or otherwise, on account of any matter relating to the Grants.

34. NOTICE

34.1 Any notice, approval, consent or other communication under this Contract:

- (a) must be in writing; and
- (b) must be delivered and left at the address of the addressee, or sent by prepaid post electronic mail or by facsimile to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.

34.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

34.3 A letter or facsimile is taken to be received:

- (a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting;
- (b) in the case of electronic mail, on the day and time such electronic mail is sent; and
- (c) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

34.4 A notice given by a party may be signed on its behalf and despatched by the party's solicitors rather than by the party personally.

34.5 If a conveyancer (as defined in the *Legal Profession Act 2004*) acts for a party to this Contract, then the conveyancer may be served with a notice in the same manner as a party's solicitor may be served in accordance with General Condition 13 of Table A.

35. DEVELOPMENT LAND LANDSCAPING

35.1 The Purchaser acknowledges that the Vendor, as part of the Development, may provide, or may be required to provide, landscaping on areas within the Development Land.

35.2 The Purchaser agrees and acknowledges that:

- (a) any information provided by the Vendor in respect of such landscaping is indicative only, and believed to be correct at the Day of Sale;
- (b) the Purchaser is not relying upon such information in entering into this Contract;
- (c) any potential changes made by the Vendor to any promised landscaping must be with the Purchaser approval unless it does not materially effect the visual amenity from the Property.

35.3 The Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay Settlement to the extent that it has agreed to and/or acknowledged anything contained in this Special Condition.

36. ELECTRONIC SIGNING AND DELIVERY

36.1 This Contract, the Vendor's Statement and the Guarantee and Indemnity will be considered to be validly executed by a party if affixed with an electronic signature, manuscript signature or initials or a typed name of the party or a person, firm or company and its representatives holding the requisite authority to bind the relevant party.

36.2 If this Contract, the Vendor's Statement and/or the Guarantee and Indemnity are signed electronically:

- (a) the Vendor may at any time make a reasonable request that the Purchaser sign a paper counterpart of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity and return the signed paper counterpart to the Vendor or the Vendor's Solicitor within 7 days of being requested to do so by the Vendor or the Vendor's Solicitor (time being of the essence);
 - (b) if the Purchaser fails to comply with Special Condition 36.2, within 7 days of being requested to do so by the Vendor or the Vendor's Solicitor (time being of the essence), the Purchaser appoints the Vendor as its attorney to sign the paper counterpart version of this Contract, the Vendor's Statement and/or the Guarantee and Indemnity on behalf of the Purchaser;
 - (c) the Purchaser indemnifies the Vendor in relation to all Claims arising from the Purchaser's breach of this Special Condition 36; and
 - (d) the Purchaser may not Object or make any Claim against the Vendor in relation to the Contract, the Vendor's Statement and/or the Guarantee and Indemnity having been signed electronically.
- 36.3 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 effective delivery of an originally executed counterpart; and
 - (b) the party will still be deemed to be obliged to deliver an originally executed counterpart, but the failure to do so will not affect the validity or effectiveness of the Relevant Document.

37. DIGITAL DUTIES FORM AND SRO SETTLEMENT STATEMENT

37.1 Application

This Special Condition 36 only applies if the Day of Sale is on or after 1 July 2017.

37.2 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Solicitor to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (Vendor DDF);
- (b) send, or procure the Vendor's Solicitor to send, to the Purchaser's Solicitor (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 37.3(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the

Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

37.3 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Solicitor to complete, those parts of the DDF which are to be completed by the Purchaser (Purchaser DDF) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Solicitor and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
 - (ii) deliver to the Vendor or the Vendor's Solicitor, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

37.4 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Solicitor request reasonable amendments to the DDF at any reasonable time prior to Settlement.

37.5 Settlement if not an electronic conveyance

- (a) This Special Condition 37.5 only applies if Settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) Subject to the Vendor complying with Special Condition 37.2:
 - (i) Settlement is not conditional upon:
 - (A) the Purchaser signing or approving a DDF; or
 - (B) production of an SRO Settlement Statement; and
 - (ii) the Purchaser may not Object if:
 - (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

37.6 Settlement if an electronic conveyance

- (a) This Special Condition 37.6 only applies if Special Condition 37.5 does not apply.
- (b) Special Condition 37.3 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 37.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

38. GENERAL PROVISIONS

- 38.1 This Contract may consist of one or more counterpart copies. All counterparts of this Contract, when taken together, constitute one fully executed document.
- 38.2 Each party must execute and deliver all documents, instruments and writings and do and procure to be done all acts and things necessary or desirable or reasonable to give effect to this Contract.
- 38.3 This Contract is to be governed by and construed in accordance with Victorian law and each party submits to the non-exclusive jurisdiction of the Victorian courts.
- 38.4 A reference to “consent” of the Vendor means prior written consent which may be given or withheld at the Vendor’s sole discretion and may be given on conditions.
- 38.5 If any provision of this Contract or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this Contract will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.
- 38.6 The provisions of this Contract may only be varied by further written agreement of the parties. No variation of the provisions of this Contract shall be inferred from a course of dealing.

39. GST WITHHOLDING

39.1 Interpretation

- (a) In this Special Condition 39, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise;
- (b) Commissioner means the Commissioner of Taxation;
- (c) GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (d) GST Withholding Amount means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law;
- (e) Withholding Law means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

39.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the exceptions in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 39.2(a):
 - (i) the name and ABN of the Vendor;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

39.3 Withholding

- (a) This Special Condition 39.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) The Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (GST Cheque) and:
 - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
 - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 39.3(b) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

39.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 39, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

39.5 Other Information

If the Property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act) and
- (b) the Purchaser acquires the Property for a creditable purpose,

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

40. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

40.1 Definitions and interpretation

In this Special Condition 40:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this Special Condition 40 unless the context otherwise requires;
- (b) a reference to a section of the Act is a reference to a section of Schedule 1 in the Act unless otherwise expressed;
- (c) **Act** means the Taxation Administration Act 1953 (Cth);
- (d) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Act;
- (e) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Act or an amount varied under section 14-235 of the Act.

40.2 Acknowledgement

The Purchaser acknowledges that the Purchaser has received the Clearance Certificate from the Vendor prior to signing this Contract.

40.3 No withholding

The Purchaser agrees that:

- (a) the Purchaser is not required to pay the Commissioner a Withholding Amount; and
- (b) no Withholding Amount is to be deducted from the balance of the Price payable to the Vendor at Settlement.

41. RETAINING WALLS

- 41.1 The Purchaser acknowledges having received the Engineering Plans contained in the Vendor's Statement showing the existence and location of a retaining wall on certain lots on the Plan of Subdivision ('Retaining Wall') and further covenants for itself, its successors, transferees and assigns that:
- (a) it will not construct any type of wall or fence on top of, in front of or behind any Retaining Wall;
 - (b) it will not remove, demolish or alter any Retaining Wall;
 - (c) it will maintain any Retaining Wall in the same condition as at the Settlement Date, fair wear and tear excepted;
 - (d) it will not do anything to compromise the structural integrity of any Retaining Wall; and
 - (e) it will not alter any batters abutting the retaining wall without obtaining Peet's prior written consent (which consent may include a requirement for written advice from a qualified structural engineer authorising the alteration).
- 41.2 The Purchaser must not:
- (a) make any requisition or raise any objection or claim any compensation concerning the construction, location and design of (or any part thereof) or require the Vendor to remove or relocate the Retaining Wall, except to the extent the Land is materially affected; and
 - (b) sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the Retaining Wall, this Special Condition and requiring that prospective purchaser to enter into a deed with the Vendor securing future performance of the Purchaser's obligations under this Special Condition.
- 41.3 If after settlement, the Purchaser elects to construct their own retaining wall or fence on the Property (other than in the same or substantially similar location as a Retaining Wall constructed by the Vendor), the Purchaser must submit a retaining wall or fence plan prepared in accordance with the Design Guidelines for the Vendor's approval (such consent not to be unreasonably withheld) prior to commencing construction of the retaining wall or fence.
- 41.4 This Special Condition and the obligations contained in it shall remain in full force and effect irrespective of settlement and shall not merge on the transfer of the Land.

42. ELECTRONIC SETTLEMENT

- 42.1 This Special Condition 42 has priority over any other special condition to the extent of any inconsistency. This Special Condition applies if the Contract specifies, or the parties subsequently agree in writing, that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 42.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 42 ceases to apply from when such a notice is given.
- 42.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*; and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 42.4 The Vendor must open the Electronic Workspace (**workspace**) as soon as reasonably practicable and invite the Purchaser to the workspace. The workspace is an electronic address for service of notices and for written communications for the purposes of any electronic transactions legislation.
- 42.5 Where Settlement is to occur in the workspace, the Purchaser acknowledges and agrees that:
- (a) any Bank Guarantee provided to secure the payment of the Deposit cannot be exchanged via the workspace;
 - (b) the Transfer cannot be created in the workspace until the Plan has registered and the Purchaser should not deliver a paper instrument of Transfer to the Vendor.
- 42.6 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 42.7 The Vendor may propose a settlement date and time in the workspace, and the Purchaser must:
- (a) promptly enter the workspace to accept the settlement date and time;
 - (b) use best endeavours to accept the Vendor's invitation to the workspace within a reasonable time and to invite its mortgagee (where applicable); and
 - (c) create and digitally sign the instrument of Transfer.

- 42.8 Within a reasonable time after the receipt of the statement of adjustments from the Vendor, the Purchaser must enter the workspace to prepare the financial settlement statement.
- 42.9 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) there is no exchange of funds or value, the documents necessary to enable the Purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 42.10 The parties must do everything reasonably necessary to effect Settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible - if, after the locking of the workspace at the nominated settlement time, Settlement in accordance with Special Condition 42.9 has not occurred by 4.00pm or 6.00pm if the nominated time for Settlement is after 4.00pm.
- 42.11 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover any mistaken payment.
- 42.12 The Purchaser must before Settlement manage all necessary requirements relating to aggregated duty assessment and to make the necessary enquiries to confirm whether or not the transactions can proceed in the workspace.
- 42.13 Each party is to bear its own costs in connection with Settlement occurring in the workspace.

43. FUTURE ELIZABETH DRIVE BRIDGE

- 43.1 The Purchaser acknowledges that there is currently a proposal to construct a bridge at the eastern end of Elizabeth Drive, Sunbury referred to as "**Elizabeth Drive Bridge**".
- 43.2 The Purchaser acknowledges that it purchases the Property subject to any potential restriction, noise, overshadowing, nuisance, pollution, disturbance and other discomforts which might arise from the construction and presence of the Elizabeth Drive Bridge.
- 43.3 The Purchaser may not make a Claim, nor require the Vendor to take or refrain from taking action, in relation to:

- (a) whether or not the proposal to construct the Elizabeth Drive Bridge will proceed;
- (b) the position, location, direction or access points of the Elizabeth Drive Bridge;
- (c) the size, nature or capacity of the Elizabeth Drive Bridge; and
- (d) the appearance or type of construction of the Elizabeth Drive Bridge,

except where there is a material affect on the Property or the Purchaser's Claim arises in connection with the negligence or default of the Vendor.

43.4 This Special Condition does not merge on settlement.

44. FUTURE PARK

44.1 This Special Condition 43.1 only applies to the purchasers of lots 612 to 616 (inclusive) on the Plan of Subdivision (**Affected Lots**).

44.2 The Purchaser of any Affected Lots acknowledges and agrees that there is currently a proposal to construct a park and/or open spaces ("**Passive Open Space**") which is proposed to be located adjacent, close to or nearby the Affected Lots.

44.3 The Purchaser of any Affected Lots acknowledges and agrees that the Vendor makes no representations or warranties as to:

- (a) whether or not the proposal to construct the Passive Open Space will proceed;
- (b) the position, location, direction or access points of the Passive Open Space;
- (c) the size, nature or capacity of the Passive Open Space; and
- (d) the appearance or type of construction of the Passive Open Space.

44.4 The Purchaser of any Affected Lots will not make any objection, requisition or claim nor rescind terminate or delay settlement of this Contract because of anything contemplated by this Special Condition 43.1.

45. TELECOMMUNICATIONS TOWER

45.1 The Purchaser acknowledges and agrees that pursuant to the Lease, Telstra Corporation Limited ACN 051 775 556 have installed and operates a telecommunications tower on the Development Land as shown in the plan contained in the Vendor's Statement (**Telecommunications Tower Plan**).

45.2 The Purchaser acknowledges and agrees that it has reviewed the Telecommunications Tower Plan and made its own enquiries with respect to the location and nature of the

telecommunications tower and accepts the location and nature of the telecommunications tower.

- 45.3 The Purchaser acknowledges and agrees that it purchases the Property subject to any restriction, noise, overshadowing, nuisance, risk to health, pollution, disturbance and other discomforts which might arise from the presence of a telecommunications tower in the vicinity of the Property.
- 45.4 The Purchaser agrees that it will not cause any damage to the telecommunications tower nor disrupt or cause any nuisance to the operations or parties responsible for the operations of the telecommunications tower.
- 45.5 The Purchaser agrees that it will not make any objection, requisition or claim nor rescind terminate or delay settlement of this Contract because of anything contemplated by this Special Condition 45, except to the extent the Land is materially affected.

ANNEXURE 1 - GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract (the "Vendor")

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee (the "Guarantor"), to sell the land described in the annexed Contract (the "Contract") to the purchaser named in the Contract (the "Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("the moneys hereby secured") and the due performance and observance by the Purchaser of the covenants conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed (the "Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:-

1. If the Purchaser fails to pay the Vendor as and when due the moneys hereby secured the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the moneys hereby secured and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys hereby secured or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or other security given in favour of the Vendor and will not merge with or be affected by any other guarantee or other security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under the Guarantee particulars of the Vendor's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs howsoever arising out of the default of the Purchaser in payment of the moneys hereby secured or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.

9. The Vendor's remedies against the Guarantor shall not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. When this Guarantee is executed or intended to be executed by two or more persons:
 - 10.1 each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - 10.2 if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - 10.3 a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
 - 10.4 the expression "the Guarantor" includes all of those person jointly and each of them severally.

GUARANTOR SCHEDULE

Vendor	Name	SALESIAN SOCIETY (VIC) INC
	ABN	43 206 946 086
	Address	3 Middle Street, Ascot Vale, Victoria 3032

Purchaser	Name
	Address

Guarantor	(1) Name
	Address
	Email
	(2) Name
	Address
	Email
	(3) Name
	Address
	Email

Contract	the contract for the sale and purchase of Lot , on Plan of Subdivision PS906055Y and being part of the land described in Certificate of Title Volume Folio .
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EXECUTED AS AN AGREEMENT

SIGNED by Guarantor 1 named above:

Signature of Guarantor 1

SIGNED by Guarantor 2 named above:

Signature of Guarantor 2

SIGNED by Guarantor 3 named above:

Signature of Guarantor 3

SIGNED by the Vendor:

Signature of Vendor by its attorney

ANNEXURE 2 - REQUISITIONS & ENQUIRIES AND ANSWERS

REQUISITIONS AND ENQUIRIES	ANSWERS
1. Who has custody of the duplicate certificate of title or the title deeds to the property and by what right:	The Vendor's mortgagee.
2. (1) Who is in possession or occupation of the property and by what right? Full particulars of any tenancy must be given, and a copy of any lease, agreement for a lease or tenancy agreement must be supplied. (2) Is any dwelling on the property prescribed premises within the meaning of Part V of the <i>Landlord and Tenant Act 1958</i> ?	The Vendor as owner. Not applicable
3. Is the vendor aware of any discrepancy between occupation and title? If so, particulars must be supplied.	The Vendor relies on Special Condition 4 of the Contract.
4. Is the property subject to any unregistered mortgage, lien, charge, easement, covenant, restriction, public right of way, option to purchase, contract of sale, or other right or encumbrance not disclosed by the usual searches or the vendor's statement? If so, particulars must be supplied and, if required by the purchaser, it must be removed at or before settlement.	Not to the Vendor's knowledge.
5. Has there been: (a) any failure to obtain any required planning, building or other permit or approval for any building or building works on the property; or (b) any failure to comply with any permit or approval, or with any building regulation, in respect of the property or its use?	Not applicable. This is vacant land. Not applicable. This is vacant land.
6. Does any person other than the vendor: (a) have or claim the right to remove any structures or fixtures from the property; or (b) have or claim any rights in respect of any chattels included in the contract of sale?	Not applicable Not applicable
7. Has any permit affecting the property been issued under the <i>Planning & Environment Act 1987</i> or any earlier planning legislation? If so, a copy must be supplied.	Refer to the Vendor's statement.
8. Is the property affected by the <i>Historic Buildings Act 1981</i> or by any application or proposal under the Act? If so, particulars must be supplied.	Not to the Vendor's knowledge.
9. Has any fencing or other notice, or any order or determination, relating to the property been given or made under any Act, regulation, local law or by-law? If so particulars must be supplied	See Special Condition 20.

	and, if required by the purchaser, it must be disposed of or complied with at the vendor's expense before settlement.	
10.	Is the property subject to flooding or is there any filling or latent defect affecting the property?	The Vendor relies on Special Conditions 3.4(b) and 13 of the Contract
11.	Have any legal proceedings, under the <i>Family Law Act 1975</i> or the <i>Property Law Act 1958</i> or otherwise, been commenced or threatened which affect or may affect the property? If so, particulars must be supplied.	No.
12.	Is the vendor under any legal disability which may affect the vendor's capacity to deal with the property? If so, particulars must be supplied.	No.
13.	Does the vendor hold any unused road, grazing, water frontage, groundwater or other licence in connection with the property? If so, particulars including the licence number must be supplied and, if required by the purchaser, any such licence must be transferred to the purchaser at settlement.	No.
14.	Production is required of a certificate of occupancy.	Not applicable.
15.	(1) Production is required of: (a) a certificate of registration of a dwelling house pursuant to Division 1A of Part XLIX of the <i>Local Government Act 1958</i> ; or (b) a certificate pursuant to the <i>House Contracts Guarantee Act 1987</i> as to whether or not work relating to the dwelling on the property is the subject of a guarantee pursuant to that Act.	Not applicable.
16.	If the property is affected by an owners corporation: (a) The vendor must supply an owners corporation certificate pursuant to Regulation 408 of the Subdivision (Body Corporate) Regulations 1989.	Not applicable.
17.	A statutory declaration as required by the Comptroller of Stamps must be supplied at settlement.	This will be done.
18.	A search of the title to the property reveals the following encumbrances which must be discharged or otherwise removed at or before settlement.	All mortgages will be discharged at settlement.

ANNEXURE 3 - TABLE A

(formerly General Conditions of Sale of Land under the **Transfer of Land Act 1958**)

1. The purchaser or his legal practitioner shall—
 - (a) if this contract is a prescribed contract of sale within the meaning of section 9AA(7) of the **Sale of Land Act 1962**, on or after the day of sale but not less than 10 days before the date of completion; or
 - (b) in the case of any other contract, within 21 days from the day of sale—deliver to the vendor or his legal practitioner in writing all requisitions or objections (if any) on or to the title or concerning any matter appearing in the particulars or conditions. All requisitions or objections not included in any such writing so delivered shall be deemed waived by the purchaser and in default of such requisitions (if none) and subject to such (if any) as are so delivered the purchaser shall be deemed to have accepted title.
2. If the purchaser within the period specified in condition 1(a) or (b) (whichever is applicable) makes any such requisition or objection as aforesaid which the vendor is unable or unwilling to remove or comply with the vendor or his legal practitioner (whether he has attempted to remove or comply with the same and notwithstanding any negotiation or litigation in respect thereof) may give to the purchaser or his legal practitioner notice in writing of the vendor's intention to rescind the contract at the expiration of seven days unless such requisition or objection is withdrawn and if such notice is so given and the requisition or objection is not withdrawn within such seven days the contract shall thereupon be rescinded and the vendor shall repay to the purchaser all deposit and other moneys received by him or his agent on account of the purchase money but without interest costs or damages and the same shall be accepted by the purchaser in full satisfaction of all claims.
3. No omission from the particulars or mistake in the description measurements or area of the land hereby sold shall invalidate the sale unless the vendor rescinds pursuant to the last preceding Condition but if notified to the other party not less than three days before the day fixed for completion or within the applicable period specified in condition 1(a) or (b) (whichever is the earlier) the same shall be the subject of compensation to be paid or received by the vendor as the case may require and to be assessed in case the parties differ by two arbitrators or their umpire in accordance with the provisions of the **Commercial Arbitration Act 1984** and this condition shall in that event be deemed to be a submission to arbitration within the Act.
4. If either party defaults in payment of any money under this contract then interest at a rate of two per cent higher than the rate for the time being fixed under section 2 of the **Penalty Interest Rates Act 1983** in lieu of any rate named in the contract and computed upon the money overdue during the period of default shall be paid on demand made by the offended party without prejudice to any other rights of the offended party.
5. Time shall be of the essence of this contract. However, if either party defaults under this contract the offended party shall not be entitled to exercise any of his rights arising out of the default other than his right to sue for money then owing until he has served the offender with a written notice specifying the default and his intention to exercise his rights unless the default is remedied and the proper legal costs occasioned by the default and any interest demanded are all paid within fourteen days of service of the notice and the offender fails to comply with the notice.
6.
 - (1) Where the default has been made by the purchaser and is not remedied all monies unpaid under this contract shall become immediately payable and recoverable at the option of the vendor.
 - (2) If the notice also states that unless the default is remedied the contract will be rescinded pursuant to this condition then if the default is not so remedied the contract shall thereupon be rescinded.
 - (3) Where the contract is so rescinded and the notice is given by—
 - (a) the purchaser, he shall be repaid any money together with any interest and costs payable under this contract and these shall be a charge on the land until payment;
 - (b) the vendor, then an amount equal to one tenth of the price ("the security") shall be forfeited to the vendor as his absolute property and he may recover possession of the land and at his option may within one year of the date of rescission either—
 - (i) retain the land and sue for damages for breach of contract; or

- (ii) resell the land in such manner as he sees fit and recover any deficiency in the price on the re-sale and any resulting expenses by way of liquidated damages.

In addition to the security the vendor may retain any part of the price paid to him pending the determination of damages and may apply that money in satisfaction or part satisfaction of those damages.

7. If either party rescinds this Contract pursuant to the last preceding condition then that party or his legal practitioner may notify the stakeholder accordingly whereupon the stakeholder shall pay the moneys so held to the person giving the notice. The parties hereby each appoint the other as their lawful attorney for this purpose and absolve the stakeholder from any liability for complying with such notice.
8. The land sold is purchased subject to the reservations exceptions and conditions (if any) contained in the Crown grant.
9. All rates taxes assessments fire insurance premiums and other outgoings in respect of the said land shall be paid by the vendor and borne by the purchaser as from the date on which he becomes entitled to possession and the same shall if necessary be apportioned between the vendor and purchaser and the rent (if any) shall be also apportioned on the same day and the balance paid or received as the case may require. In the case of land tax any such apportionment shall be computed on the basis that the land sold is the only land of which the vendor is the owner within the meaning of the **Land Tax Act 2005**. In calculating the apportionment any personal statutory benefit available to any party shall be disregarded.
10. Subject to the purchaser obtaining the consent of the fire insurance company, paying such apportioned premium as aforesaid, and accepting title in fact or by implication, the vendor shall hold the existing policy of insurance for himself and in trust for the purchaser and all other persons having an insurable interest and to the extent of such respective interests.
11. After the settlement date, so long as any purchase or other moneys remain owing by the purchaser to the vendor—
 - (a) the purchaser shall at his own cost insure and keep insured in the names of the vendor and the purchaser and every other person having an insurable interest in some insurance office to be approved by the vendor all buildings now erected or hereafter to be erected on the said land and shall deliver the policy and annual premium receipt to the vendor. Such policy shall be for the full insurable value inclusive of the policy in the last preceding Condition mentioned. Upon default herein by the purchaser the vendor may pay any renewal premium or (as the case may be) may effect such insurance and pay any premium and any money so paid by him shall be payable to him by the purchaser on demand;
 - (b) the purchaser shall keep all such buildings and all fencing in tenantable repair;
 - (c) neither the purchaser nor any transferee or sub-purchaser of the said land shall alter the construction of such buildings or in any way pull down or remove the same or any part thereof without the consent in writing of the vendor first obtained;
 - (d) the purchaser shall in relation to the said land comply with and observe all statutory provisions and all regulations and by-laws thereunder from time to time in force which are binding upon owners or occupiers of land and which relate to the prevention or destruction of pest animals noxious weeds or diseases of vegetation or vines;
 - (e) the vendor may enter upon the said land twice in every year at a reasonable time of the day and view the condition thereof and of any buildings thereon.
12. Upon payment of all purchase and other moneys payable by the purchaser under the contract the vendor shall deliver to the purchaser such registrable instrument or instruments of transfer of the land sold as will enable the purchaser to become registered as proprietor of the land sold and shall deliver to the purchaser the certificate of title or if other land or interests are then comprised therein or if the land sold is under mortgage shall cause such certificate to be made available at the Office of Titles for registration. The instrument of transfer to the purchaser shall be prepared by or on his behalf. The delivery of such document shall not of itself be deemed acceptance of title.
13. Any demand, notice or document by any party to this contract may be made or given by the legal practitioner for that party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed either to the party to be served or his legal practitioner at their

respective addresses as named in the contract or if served in any other manner authorized by the Supreme Court Rules for service of documents upon parties or their legal practitioners.

14. (a) Where the consent or licence of any person or body is required to the sale, the vendor shall at his own expense apply for and use his best endeavours to obtain such consent or licence. If such consent or licence is not obtained by the date upon which the purchaser becomes entitled to possession of the land sold or to the receipt of the rents and profits thereof as the case may be (in these Conditions called *the settlement date*) the contract shall be null and void and all moneys paid hereunder by the purchaser shall be refunded to him.
- (b) If the land sold is leasehold, the rent and other monetary obligations payable by the vendor (except capital payments payable under any Crown lease) shall be adjusted between the parties in the same manner as is provided by these Conditions for the adjustment of rates. The purchaser shall indemnify the vendor against all claims in respect of all the obligations under the said lease which are to be performed after the settlement date.
15. The purchaser shall assume liability for compliance with any notices or orders relating to the property sold (other than those referring to apportionable outgoings) which are made or issued on or after the day of sale but the purchaser shall be entitled to enter on the property sold (without thereby being deemed to have accepted title) at any time prior to the settlement date for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The purchaser may also inspect the condition of the property and the chattels at any reasonable time during the period of seven days preceding the settlement date.
16. Any payment due under this contract may be made or tendered either in cash or by a draft or cheque drawn on account of an authorised deposit-taking institution within the meaning of the Banking Act 1959 of the Commonwealth.

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

PROPERTY Lot , Stage 6, "Sherwood Grange", .

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. Total outgoings applicable to the property and apportioned on a lot area basis (if necessary) do not exceed \$5,000.00 plus any water charges.

(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 18 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

No building permits have been issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land).

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, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) is land in respect of which a GAIC is imposed.

Attached is a copy of the GAIC certificate relating to the land issued under Part 9B of the *Planning and Environment Act 1987*.

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 are:

- (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 Folio ;
- (b) Plan of Subdivision No. PS906055Y (Stage 6);
- (c) Section 173 Agreement X095542M;
- (d) Planning Permit No. P22159.01;
- (e) Memorandum of Common Provisions;
- (f) Sherwood Grange Design Guidelines;
- (g) Telecommunications Tower Plan;
- (h) Unregistered Plan of Subdivision No. PS 832950F (Stage 3);
- (i) Unregistered Plan of Subdivision No. PS 909593C (Stage 7);
- (j) Unregistered Plan of Subdivision No. PS 909578X (Stage 8A);
- (k) Unregistered Plan of Subdivision No. PS 918485E (Stage 8B);
- (l) Planning Certificate;
- (m) Land Information Statement;
- (n) Water Information Statement;
- (o) Land Tax Certificate;
- (p) Roads Certificate;
- (q) Catchment and Land Protection Certificate;
- (r) EPA Certificate;
- (s) Designated Bushfire Prone Area Extract from Planning Report; and
- (t) Due Diligence Checklist.

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 certified.

10.2 Staged Subdivision

Attached is a copy of the latest version of the staged plan.

10.3 Further Plan of Subdivision

- (a) Unregistered Plan of Subdivision No. PS 832950F (Stage 3);
- (b) Unregistered Plan of Subdivision No. PS 909593C (Stage 7);
- (c) Unregistered Plan of Subdivision No. PS 909578X (Stage 8A); and
- (d) Unregistered Plan of Subdivision No. PS 918485E (Stage 8B);

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

12. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024

- (a) The land is not a tax reform scheme land within the meaning of the *Commercial and Industrial Property tax Reform Act 2024 (Vic) (CIPT)*.
- (b) The AVPCC (within the meaning of the CIPT) is 100 (Vacant Residential Site).

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: 15 January 2024



Signature of the vendor:

Signed by Lydia Arrico-Dunn of HWL Ebsworth Lawyers pursuant to the power of attorney dated 21 February 2023 **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:

Signature of Purchaser 1:

.....

Date of this Acknowledgment:

Signature of Purchaser 2:

.....

Date of this Acknowledgment:

Signature of Purchaser 3:

.....

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

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

VOLUME 12509 FOLIO 504

Security no : 124126588688D

Produced 28/07/2025 12:09 PM

LAND DESCRIPTION

Lot 623 on Plan of Subdivision 906055Y.
PARENT TITLE Volume 12482 Folio 451
Created by instrument PS906055Y 23/10/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SALESIAN SOCIETY (VIC) INC of 3 MIDDLE STREET ASCOT VALE VIC 3032
PS906055Y 23/10/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU314659T 07/05/2021
SUNCORP-METWAY LTD

COVENANT PS906055Y 23/10/2023

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
X095542M 12/10/2000

DIAGRAM LOCATION

SEE PS906055Y 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: 119 ELIZABETH DRIVE SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 23/10/2023

DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 1	PS906055Y	
LOCATION OF LAND PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY(PART) PARISH: BULLA BULLA SECTION: 21 CROWN ALLOTMENT: 1 (PART) PARISH: BOLLINDA SECTION: 1 CROWN ALLOTMENT: 3 & 4 (PARTS) TITLE REFERENCE: C/T VOL 12482 FOL 451 LAST PLAN REFERENCE: LOT E on PS901652G POSTAL ADDRESS: 250 RACECOURSE ROAD (at time of subdivision) SUNBURY 3429 MGA2020 CO-ORDINATES: E: 300 250 ZONE: 55 (of approx centre of land in plan) N: 5 840 880		Council Name: Hume City Council Council Reference Number: S009789 Planning Permit Reference: P22159 SPEAR Reference Number: S188585J Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 30/11/2022 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Katrina Toogood for Hume City Council on 18/10/2023		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON			
ROAD R-1	HUME CITY COUNCIL			
NOTATIONS		This is a SPEAR Plan . Land being subdivided is enclosed within thick continuous lines Lots 1 to 600 and A to E (all inclusive) have been omitted from this plan. Underlined dimensions shown thus <u>204.91</u> are not the result of this survey. <u>Other purpose of this plan</u> To remove part of easement E-5 created on PS842444Q, and easement E-20 created on PS842475D that now lie within roads on this plan. Grounds for Removal of Easement By agreement pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.		
DEPTH LIMITATION : DOES NOT APPLY				
SURVEY : This plan is based on survey STAGING : This is not a staged subdivision Planning Permit No. P22159 This survey has been connected to permanent marks Nos. Buttlejork PM 56 & 92 In Proclaimed Survey Area No. 46				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
		SEE SHEET 2 FOR EASEMENT DETAILS		
SHERWOOD GRANGE ESTATE - STAGE 6 (27 LOTS)				AREA OF STAGE - 3.353ha
414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		SURVEYORS FILE REF: 305952SV00		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Stephen Anthony Motta, Licensed Surveyor, Surveyor's Plan Version (5), 23/08/2023. SPEAR Ref: S188585J		SHEET 1 OF 9
		PLAN REGISTERED TIME: 2.27pm DATE: 23 / 10 / 2023 HEATH RICHARDS Assistant Registrar of Titles		

PS906055Y**EASEMENT INFORMATION**

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
A-1	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS842475D	LAND IN THIS PLAN
E-1	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981
E-2	SEWERAGE	SEE PLAN	PS730378B	WESTERN WATER
E-3	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981
E-3	SEWERAGE	SEE PLAN	PS730378B	WESTERN WATER
E-4	CARRIAGEWAY	4	PS730378B	LOT 2 ON PS730378B
E-5	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS842444Q	THE RELEVANT ABUTTING LOT ON PS842444Q
E-6	SEWERAGE	SEE PLAN	PS832946V	GREATER WESTERN WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS832946V	GREATER WESTERN WATER CORPORATION
E-6	POWERLINE	SEE PLAN	PS832946V - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-7	DRAINAGE	SEE PLAN	PS842444Q	HUME CITY COUNCIL
E-7	SEWERAGE	SEE PLAN	PS842444Q	GREATER WESTERN WATER CORPORTATION
E-8	SEWERAGE	SEE PLAN	PS842444Q	GREATER WESTERN WATER CORPORATION
E-9	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	PS832946V	MELBOURNE WATER CORPORATION
E-10	SEWERAGE	SEE PLAN	PS832946V	GREATER WESTERN WATER CORPORATION
E-11	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	PS832946V	MELBOURNE WATER CORPORATION
E-11	DRAINAGE	SEE PLAN	PS832946V	HUME CITY COUNCIL
E-12	DRAINAGE	0.30	PS842444Q	HUME CITY COUNCIL
E-12	SEWERAGE	0.30	PS842444Q	GREATER WESTERN WATER CORPORATION
E-12	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS842475D	THE RELEVANT ABUTTING LOT ON PS842475D
E-13	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-14	DRAINAGE	0.30	PS842444Q	HUME CITY COUNCIL
E-14	SEWERAGE	0.30	PS842444Q	GREATER WESTERN WATER CORPORTATION
E-14	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-15	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-15	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORTATION
E-16	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-16	DRAINAGE	0.30	THIS PLAN	HUME CITY COUNCIL
E-16	SEWERAGE	0.30	THIS PLAN	GREATER WESTERN WATER CORPORTATION

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SIZE: A3

SHEET 2

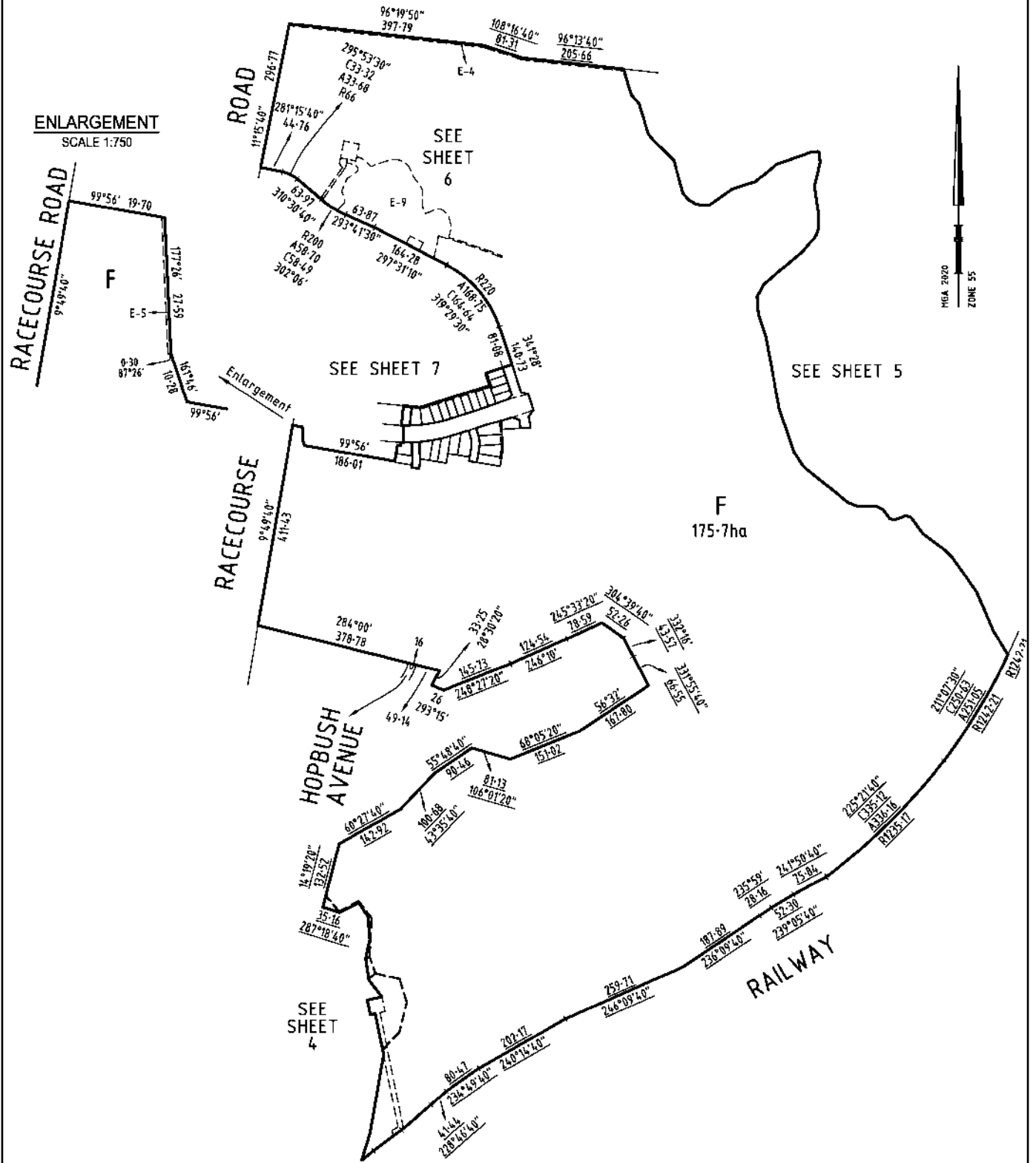


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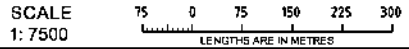
Digitally signed by: Stephen Anthony Motta, Licensed
Surveyor,
Surveyor's Plan Version (S),
23/08/2023. SPEAR Ref: S188585J

Digitally signed by:
Hume City Council,
18/10/2023.
SPEAR Ref: S188585J

PS906055Y



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ORIGINAL SHEET SIZE: A3

SHEET 3

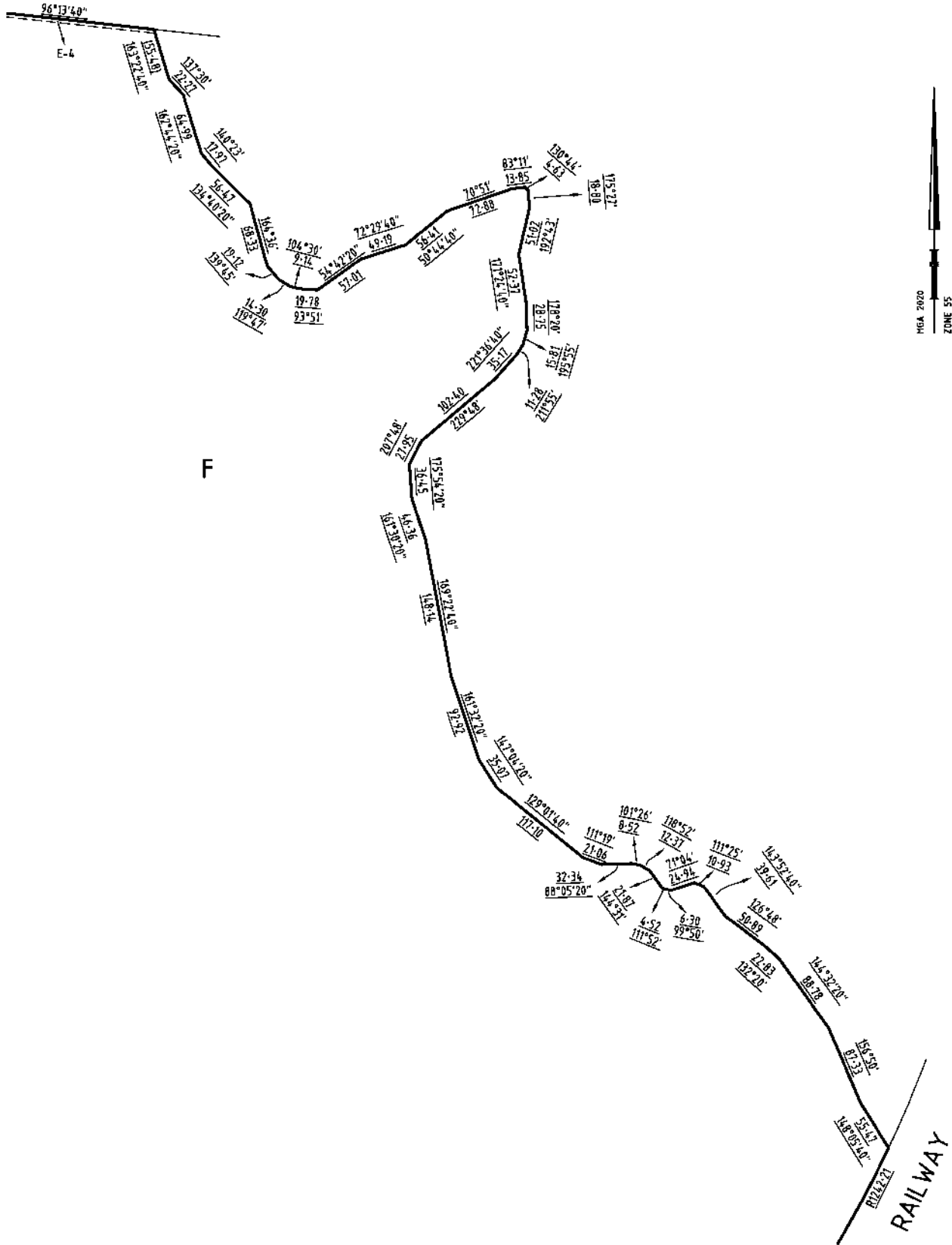


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Surveyor's Plan Version (S),
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Hume City Council,
18/10/2023.
SPEAR Ref: S188585J

PS906055Y

SEE SHEET 3



F

RAILWAY

SEE SHEET 3

SURVEYOR'S FILE REF: 305952SV00

SCALE 1: 4000

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 5

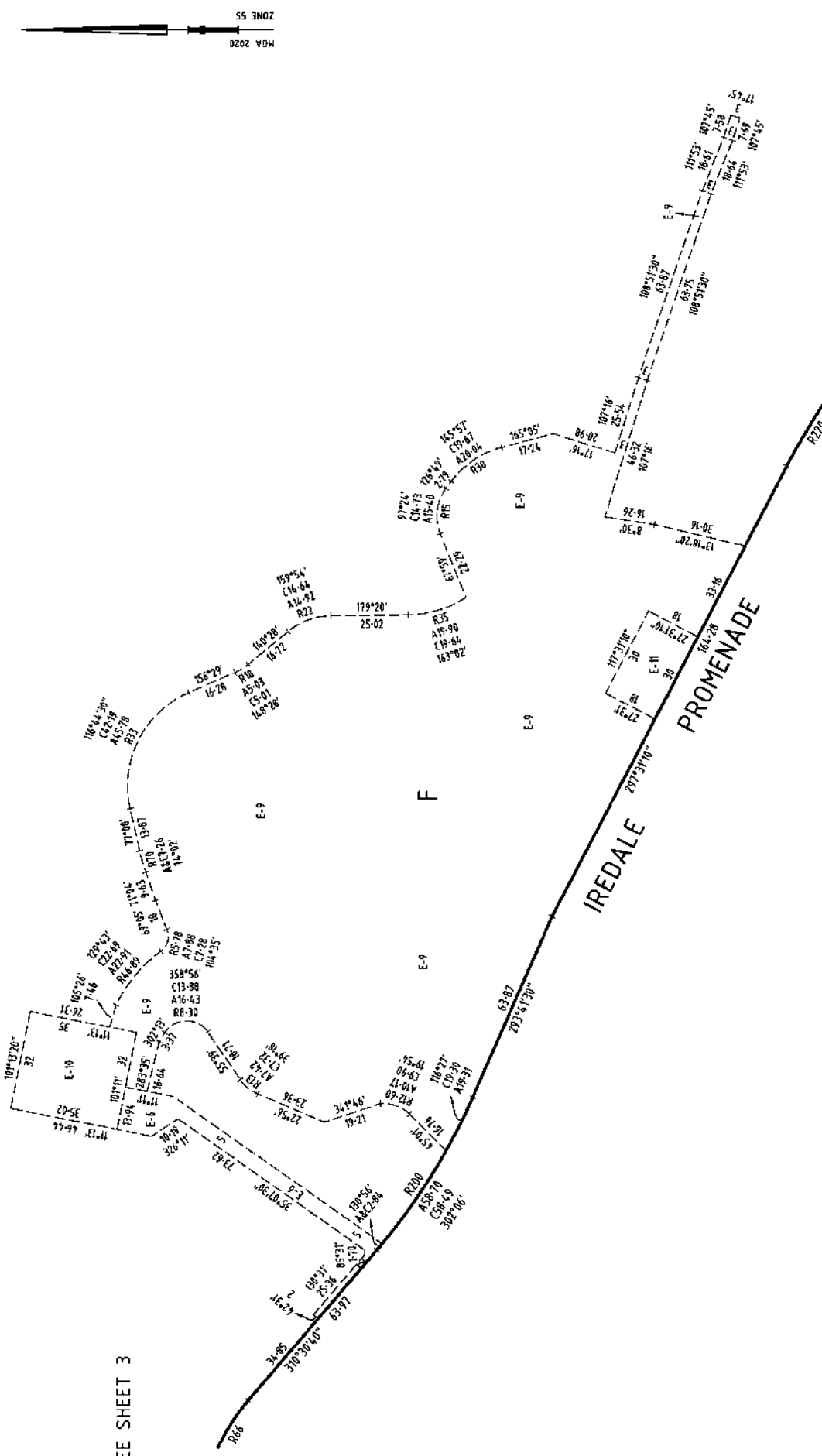


414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9933 7888
 spiire.com.au

Digitally signed by: Stephen Anthony Motta, Licensed Surveyor,
 Surveyor's Plan Version (S),
 23/08/2023. SPEAR Ref: S188585J

Digitally signed by:
 Hume City Council,
 18/10/2023.
 SPEAR Ref: S188585J

PS906055Y



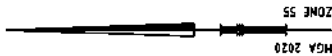
SEE SHEET 3

SEE SHEET 3

<p>spire 414 La Trobe Street PO Box 16084 Melbourne VIC 3007 T 61 3 9983 7688 spire.com.au</p>	<p>SURVEYOR'S FILE REF: 305952SV00</p>	<p>Scale: 1:1250 LENGTHS ARE IN METRES 0 12.5 25 37.5 50</p>	<p>ORIGINAL SHEET SIZE: A3 SHEET 6</p>
<p>Digitally signed by: Stephen Anthony Motta, Licensed Surveyor's Plan Version (5), 23/06/2023, SPEAR Ref S188565J</p>		<p>Digitally signed by: Hume City Council, 18/10/2023, SPEAR Ref S188565J</p>	

PS906055Y

SEE SHEET 3



SEE SHEET 8

IREDALE PROMENADE

1383m²

F

BARDSLEY CRESCENT

702m²

DRIVE

ELIZABETH DRIVE

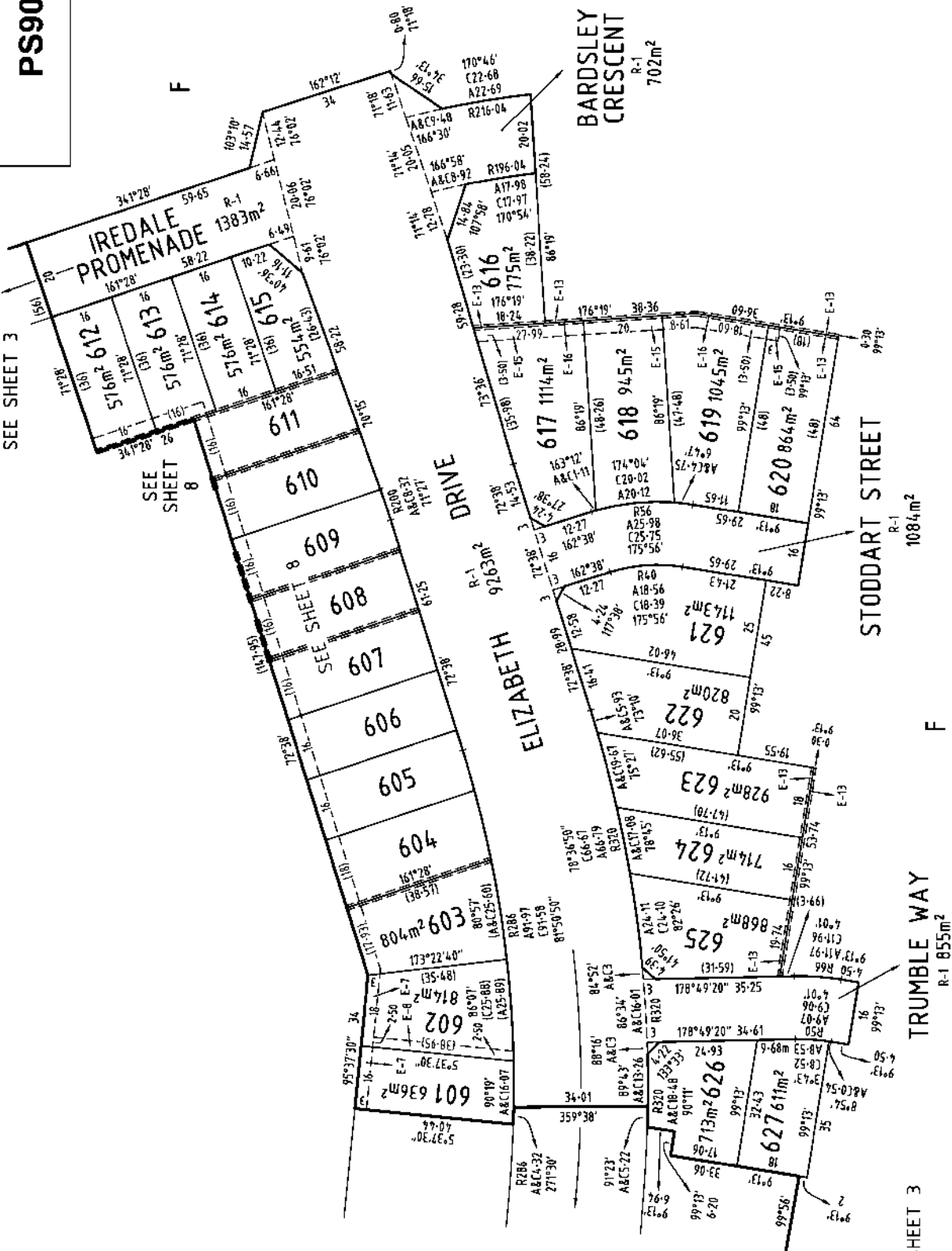
STODDART STREET

1084m²

TRUMBLE WAY

855m²

SEE SHEET 3



SURVEYOR'S FILE REF: 305952SV00



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Surveyor's Plan Version (5).
23/06/2023, SPEAR Ref: S188565J

Digitally signed by: Hume City Council.
18/10/2023.
SPEAR Ref: S188565J

SCALE 1: 1000

LENGTHS ARE IN METRES

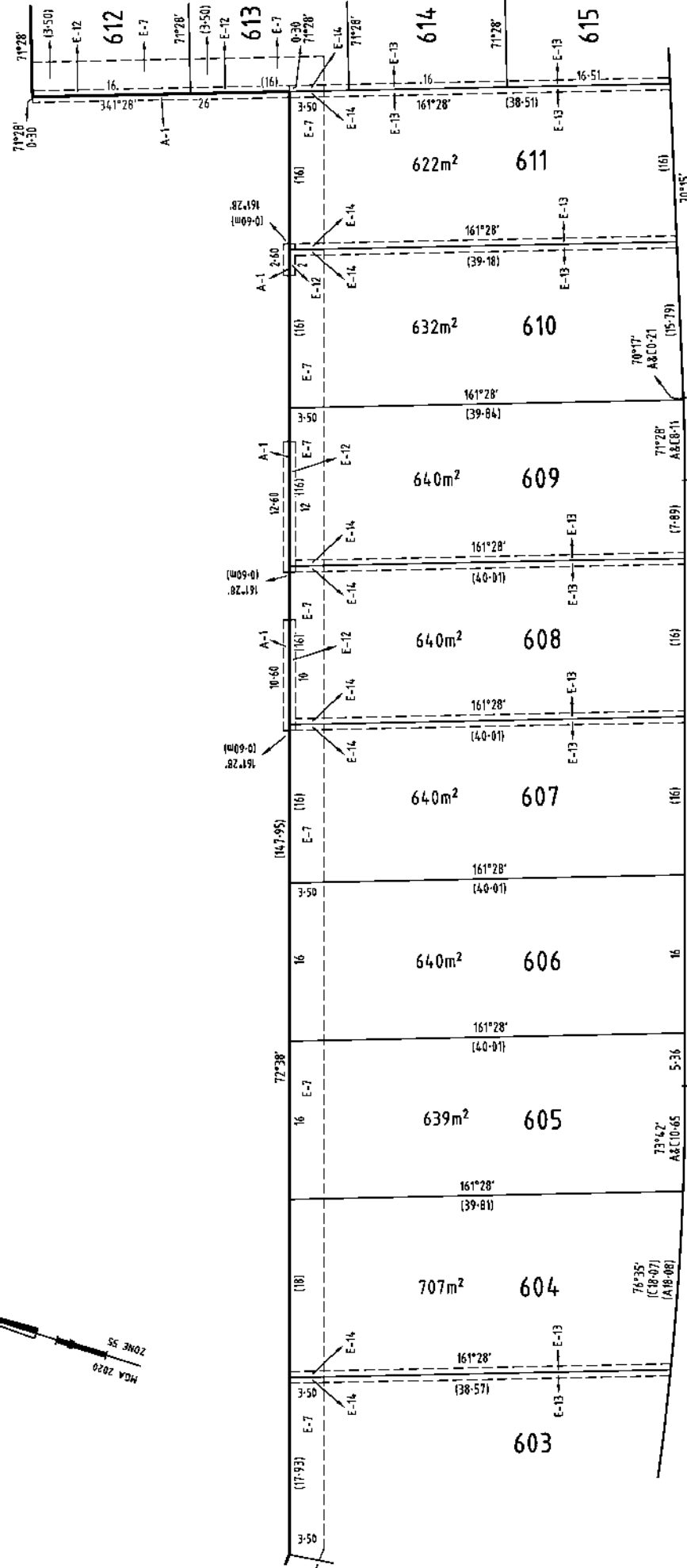
ORIGINAL SHEET SIZE: A3

SHEET 7

PS906055Y



SEE SHEET 3



SEE SHEET 7

ELIZABETH DRIVE

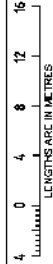
SEE SHEET 7

SURVEYOR'S FILE REF: 305952SV00

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 PO Box 16064
 Melbourne VIC 3007
 T 61 3 9983 7688
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SCALE
 1: 400



ORIGINAL SHEET
 SIZE: A3

SHEET 8

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 Surveyor
 Surveyor's Plan Version (5),
 23/06/2023, SPEAR Ref S188565J

Digitally signed by:
 Hume City Council,
 18/10/2023,
 SPEAR Ref S188565J

PS906055Y**CREATION OF RESTRICTION 1**

The following restriction is to be created upon Registration of this plan by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

For the purposes of this restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

Land to Benefit: Lots 601 to 627 (both inclusive) on this plan

Land to be Burdened: Lots 601 to 627 (both inclusive) on this plan

DESCRIPTION OF RESTRICTION

Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

Design Guidelines

- (a) build or allow to be built on the Lot any building other than a building which has been approved by the Sherwood Grange Design Assessment Panel in accordance with the Sherwood Grange Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
- (b) construct or permit to be constructed more than one dwelling on any burdened lot.

Building Envelopes and MCP

- (c) build or erect or allow to be built on the Lot any building other than building which is built in accordance with the building envelope plans and provisions shown on the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA9511, which memorandum of common provisions is incorporated into and by this plan.

Expiry

- (d) the restrictions specified in paragraphs (a) and (b) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect 1 year after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.
- (e) the restrictions specified in paragraph (c) shall cease to burden any Lot on the Plan of Subdivision with effect 10 years after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.

CREATION OF RESTRICTION 2

The following restriction is to be created upon registration of this plan;

For the purposes of this restriction: a) A dwelling means a house
b) A building means any structure except a fence

Land to Benefit: Lots 601 to 627 (both inclusive) on this plan

Land to be Burdened: Lots 601 to 627 (both inclusive) on this plan

Description of Restriction:

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

- (a) Construct any dwelling or commercial building unless that building incorporates dual plumbing for alternative water supply for toilet flushing and garden watering use should an alternative water supply become available.

SURVEYOR'S FILE REF: 305952SV00

ORIGINAL SHEET
SIZE: A3

SHEET 9

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Surveyor,
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23/08/2023. SPEAR Ref: S188585JDigitally signed by:
Hume City Council,
18/10/2023.
SPEAR Ref: S188585J

**SECTION 173 AGREEMENT
SUNBURY EARTHEN RINGS, SUNBURY**

HUME CITY COUNCIL

SALESIAN SOCIETY (VIC) INC



GADENS LAWYERS
Level 10
333 Collins Street
MELBOURNE VIC 3000

Tel: (03) 9252 2555
Fax: (03) 9252 2500
DX: 304
REF: CWL:CLL:DMK:991626

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DATE: 13 September 2021

AGREEMENT



PARTIES

1. HUME CITY COUNCIL of 1079 Pascoe Vale Road, Broadmeadows, Victoria 3047 (Council) of the first part
2. SALESIAN SOCIETY (VIC) INC of 1A Ventnor Street, Chadstone, Victoria 3148 (Owner) of the second part

BACKGROUND

- A. The Owner is the registered proprietor of the land situated at and known as Sunbury Earthen Rings, Racecourse Road, Sunbury 3429 and being part of the land contained in Certificate of Title Volume 10188 Folio 656.
- B. Aboriginal Earthen Rings (which are currently listed on the Register of the National Estate) currently exist on that part of PS435007K shown as Lot P.
- C. The Subject Land is within the Council's municipal district and is subject to the Hume Planning Scheme.
- D. The Owner proposes to subdivide the Subject Land pursuant to the Permit and PS435007K (see copy PS435007K annexed to this Agreement).
- E. Condition 8 of Planning Permit No. P5931 requires the Owner to enter into a 173 Agreement with Council dealing with restrictions upon further subdivisions and the heritage value of the site.
- F. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

TERMS OF AGREEMENT:

1. INTERPRETATION

- 1.1 In this Agreement, unless inconsistent with the context or subject matter:-
Act means the Planning and Environment Act 1987;

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Agreement or this Agreement means this agreement and any amending or supplementary agreement executed by the Council and the Owner and expressed to amend or be supplementary to this agreement;

Permit means Planning Permit No. P5931 (as amended) dated 12 April 2000;

Scheme means the Hume Planning Scheme;

Subject Land means the land referred to in Recital A.

1.2 In this Agreement:

a reference to the "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Subject Land or any part thereof;

a reference to the "Council" includes its successors and assigns (including its successors as a responsible authority under the Act);

the singular includes the plural and vice-versa;

the reference to a statute, ordinance, code or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of same occurring from time to time;

a covenant or obligation on the part of any two or more persons binds them jointly and severally;

headings are for guidance only and do not affect the interpretation of this Agreement.

2. COMMENCEMENT OF AGREEMENT

This Agreement shall come into force and effect on the date of this Agreement, and the burden of any covenant in this Agreement shall run with the Subject Land.

3. COVENANTS OF THE OWNER

The Owner agrees that the subdivision of the Subject Land pursuant to the Permit shall be subject to the following restrictions which any development must comply with:

- (a) in accordance with the current requirements of the Scheme, the Owner may after the registration of the new Lot Q on

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PS435007K apply to Council for a planning permit to subdivide Lot Q into up to three new lots:

- (b) the design and construction of any buildings on Lot P on PS435007K must, to the satisfaction of Council, take into account the heritage values of the Aboriginal Earthen Rings referred to in Background Clause B.
- (c) the parties acknowledge that no public open space contribution will be levied on the subdivision of the Subject Land pursuant to the Permit and PS435007K, but that the council may exercise its discretion to require a public open space contribution in accordance with Section 18 of the Subdivision Act 1988 on any future subdivision of Lot Q on PS435007K.

4. REGISTRATION OF AGREEMENT

The Council and the Owner respectively shall promptly sign and execute all such further documents and deeds and do all acts and other things as the other party may reasonably require to execute and register this Agreement on the title to the Subject Land.

5. OBLIGATIONS OF OWNER

The covenants and obligations imposed upon and assumed by the Owner under this Agreement shall be binding upon the Owner and the Owner's successors, transferees, purchasers, mortgagees, assignees and any person obtaining possession of the whole or part of the Subject Land as if each of such successors and others had separately executed this Agreement. The burden of the covenants of the Owner shall run with the Subject Land and the Council shall have the power to enforce the covenants against any person or persons deriving title from the Owner (or otherwise bound thereby) as if it were a restrictive covenant, despite the fact that it may be positive in nature, or that it is not for the benefit of any land of the Council.

6. DISCLOSURE OF AGREEMENT

The Owner shall not at any time before or after the registration of this Agreement at the Land Titles Office sell, transfer, dispose of, or in any way part with possession of the Subject Land without first disclosing the existence of and nature of this Agreement to the Owner's successors.

7. DISPUTES

If any disputes arise between the Owner and the Council in respect of anything to be ascertained, done or agreed pursuant to this Agreement ("Dispute"), and that Dispute is not resolved by agreement between the Owner and the Council within 14 days of it arising (or any later

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deadline mutually agreed to), either the Owner or the Council may refer the Dispute for determination to the Administrative Appeals Tribunal of Victoria pursuant to Section 149A of the Act.

8. ENTIRE AGREEMENT

This Agreement constitutes the whole and entire agreement between the parties in respect of the matters contained herein and supersedes any representation, understanding or arrangement given or made orally or in writing by any party to any other party prior to the execution of this Agreement.

9. ALTERATION OF AGREEMENT

This Agreement may only be altered or modified by a subsequent agreement in writing and executed under seal of the Council and the Owner.

10. NOTICES

10.1 A notice or other communication required to be given under this Agreement shall be in writing and may be given:

- (a) by delivering it personally to that party;
- (b) by sending it by pre-paid post addressed to that party at the address set out in this Agreement or subsequently notified to the other party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre-paid post.

10.2 A notice or other communication is deemed given:

- (a) if delivered, on the next business day;
- (b) if posted, at the expiry of two business days after the date of posting; and
- (c) if sent by facsimile, on next following business day unless the receiving party has requested re-transmission before the end of that business day.

11. GOVERNING LAW

This Agreement is governed by, and the Owner submits to the jurisdiction of, the laws of the State of Victoria.

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12. LODGING OF AGREEMENT WITH LTO

Once the Owner and any registered Mortgagees have executed this Agreement, the bound and executed Agreement must be forwarded to Council's solicitors for execution by Council and for Council to then lodge with the Land Titles Office. Provided Council uses its reasonable endeavours to attend to such execution by Council and lodging without delay, the Owner agrees that it cannot receive the Statement of Compliance for PS435007K until the fully executed 173 Agreement is lodged with the Land Titles Office.

13. DISCLOSURE OF AGREEMENT

The Owner must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.

14. COUNCIL'S COSTS

The Owner must immediately on demand pay to the Council the Council's reasonable costs and expenses relating to this Agreement (and including, but without limiting the generality of the preceding words, anything done before or after this Agreement and enforcement of any obligation imposed on the Owner under it). To the extent that any of those costs and expenses are legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service of the Owner and the Council cannot agree on them and, if that happens, the Council and the Owner are bound by the amount of the assessment (with any fee for obtaining the assessment being paid for equally by the Council and the Owners).

15. CONSENT OF MORTGAGEE

If the Land is affected by a mortgage at the time of execution of this Agreement or prior to the registration of the Agreement on the title to the Subject Land, the Owner must ensure that the mortgagee as soon as possible endorses on this Agreement its consent to the Agreement being made and being registered at the Land Titles Office.

16. OWNER'S WARRANTY

The Owner warrants that:

- (a) it is the registered proprietor (or entitled to be so) of the Subject Land;
- (b) there are no mortgages, liens, charges or other encumbrances or any rights inherent in any person affecting the Subject Land which are not disclosed by the usual searches; and

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- (c) it has not granted any option or entered into any contract of sale in relation to the Subject Land or any part of it which option or contract is still effective, other than the sale of Lot P on PS435007K to the Indigenous Land Corporation.

17. READING DOWN AND SEVERABILITY

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.

~~THE COMMON SEAL of HOME CITY COUNCIL was affixed hereto in the presence of:~~

~~Lord Mayor
Councillor~~

~~Chief Executive Officer~~

~~Name of Lord Mayor (Block Letters)
Councillor~~

~~Name of Chief Executive Officer (Block Letters)~~

THE COMMON SEAL of SALESIAN SOCIETY (VIC) INCORPORATED was affixed hereto in accordance with its Constitution in the presence of:



Blank
Signature of authorised person

Bertagnoli
Signature of authorised person

COUNCIL MEMBER
Office held

PROVINCIAL ECONOMER
EXECUTIVE & PUBLIC OFFICER
Office held

GREGORY CHAMBERS
Print Name of authorised person

FRANCIS BERTAGNOLI
Print Name of authorised person

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THE COMMON SEAL of HOME CITY COUNCIL was here to affixed on the 27/6/00 in the presence of:
COUNCILLOR [Signature]
CHIEF EXECUTIVE OFFICER [Signature]




AUG 10 09:13:02

BOSCO JOHNSON

TEL: 61 3 96995992

P. 002

61 3 96995992

PLAN OF SUBDIVISION		Stage No.	LTO use only EDITION	Plan Number PS 435007K
Location of Land Parish: BOLLINGA, BULLA BULLA AND BUTTELOHRY W.I.T. CLARKE'S GROWN SPECIAL SURVEY (PART) Parish: BULLA BULLA Section: 21 Crown Allotment: 1 (PART) Parish: BOLLINGA Section: 3 & 4 (PART) LTO Base Record: DCMB Title Reference: VOL 10182 FOL 600 Last Plan Reference: PS 3351855 LOT 0 Postal Address: BACCOURSE ROAD SUNBURY 3439 AMG Co-ordinates (at corner centre of lot in plan) G 300600 Zone: 55 N 5840300		Council Certification and Endorsement Council Name: HUME CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(2) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988 OPEN SPACE (1) A requirement for public open space under section 10 of the Subdivision Act 1988 has/has not been satisfied (a) The requirement has been satisfied (b) The requirement is to be satisfied by Stage..... Council Delegate Council Seal Date Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date		
Vesting of Roads and/or Reserves Identifier: Council/Body/Person MA MA		Notifiers Staging This type not a staged subdivision Planning Permit No. Depth Limitation DOES NOT APPLY LOTS A TO D (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN DIMENSIONS UNDERLINED WERE DERIVED FROM TITLE AND ARE NOT SUBJECT TO SURVEY Survey This plan is based on survey This survey has been connected to permanent marks no(s) 96 & 98 in Proclaimed Survey Area No. 48		
Easement Information Legend: E - Encumbering Easement, Condition or Other Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				
Subject Lot	Purpose	Width (metres)	Origin	Land Reference/In Favor of
1-4	WATER SUPPLY	SEE D142	TRANSFER BY E15001	1/1 VOL 3415 FOL 997
 DR005427-10-3				LTO use only Statement of Compliance/Exemption Statement Received <input type="checkbox"/> Date / / LTO use only PLAN REGISTERED TIME DATE / / Sheet 1 of 2 sheets
SHERWOOD 2 LOTS Space Jonson Pty Ltd ACN 090 322 796 24 Parkers Road, Eastwood, South Australia Tel: 3200 4444/4500 DL 20970 Email: info@sjp.com.au Tel: 08 8309 1400 Fax 08 8309 3992		LICENSED SURVEYOR (PROV) ROBERT HERBETH JOHNSON SIGNATURE REG 1289 DATE DMC 120890AA 08/12/99 VERSION 4 DATE CHIEF DELEGATE SIGNATURE Original must use A3		

PLANNING AND IMPROVEMENT ACT 1990
 This endorsement forms part of the plan
 12 APR 2000
 HUME City Council
 Robert Herbeth Johnson
 Mayor

NO. 11 (14TH) 11-02

BOCCO JOASON

TEL: 61 2 94995992

P. 002

2565696 E 19

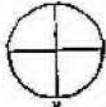


PS 435007K

PLAN OF SUBDIVISION

Stage No.

Plan Name



RAILWAY

RACECOURSE ROAD

PLANNING AND ENVIRONMENT ACT 1991
This Endorsement forms part of
Plan PS931
12 APR 2008
22 N. J. J. [Signature]
[Stamp]

247.3ha
(BY DEDUCTION)

Sheet 7 of 1 sheets
DATE / /
COUNCIL OFFICER: [Signature]

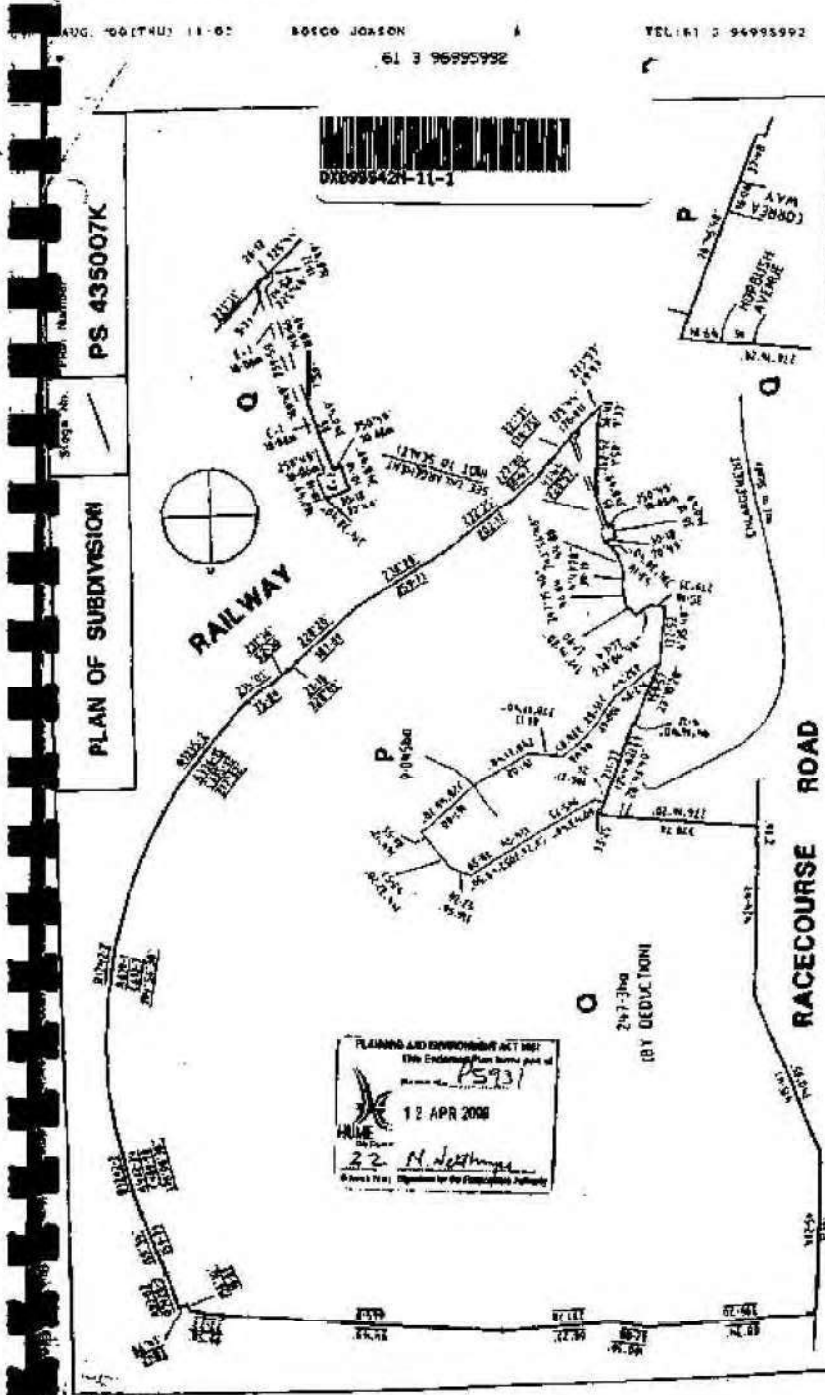
LICENSED SURVEYOR (MET) ROBERT HUBMAN JONGE
DATE / /
REF: 1289 08/12/99 VERSION A
DMS 121509.A.A

SCALE
1:8000
COURTESY OF [Signature]

2 LOTS



SHERWOOD
Bosco-Josson Pty Ltd
AC 1 080 327 718
11 Robertson Crescent, South Melbourne
VIC 3205 Australia or 9021 Earlfield Rd
Tel 03 9598 1400 Fax 03 9593 3951



Ref File: P22159.01
Contact: CHRIS BRYCE
Phone: 9205 2319



20 December 2019

VILLAWOOD PROPERTIES
C/- MESH PLANNING
LEVEL 2, 6 RIVERSIDE QUAY
SOUTHBANK VIC 3006

1075 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9205 0109
www.hume.vic.gov.au

Dear Sir/Madam,

**RE: PROPOSED: MULTI LOT SUBDIVISION AND VARIATION TO
RESIDENTIAL DESIGN CONTROLS
LOCATED AT: 3-5 MACEDON ST SUNBURY VIC 3429
(PART LOT 1&2 TP 871434R VOL 10175 FOL 254)
APPLICATION NO: P22159.01**

Further to the above application, I enclose your amended planning permit. You will note that no plans have been endorsed. This is due to the requirement in Condition 1 of the permit that modifications to the plan are required prior to endorsement.

YOU SHOULD NOW CAREFULLY READ THE PERMIT CONDITIONS.

Your attention is drawn particularly to any conditions requiring the submission of further material such as modified layout or engineering construction plans, drainage computations and landscaping plans. Council's consent to the proposal is based on these conditions being met.

If you need any conditions explained please contact me

Yours faithfully


**CHRIS BRYCE
SENIOR TOWN PLANNER**

Enc.

PLANNING PERMIT (AMENDMENT)



Permit No.	P22159.01
Planning Scheme	Hume Planning Scheme
Responsible authority	Hume City Council

ADDRESS OF THE LAND: 3-5 MACEDON ST SUNBURY VIC 3429
(Part Lot 1&2 TP 871434R Vol 10175 Fol 254)

THE PERMIT ALLOWS: MULTI LOT SUBDIVISION AND VARIATION TO
RESIDENTIAL DESIGN CONTROLS (SEVEN LOTS) IN
ACCORDANCE WITH THE ENDORSED PLANS

NOTE: UNDER PART 4 DIVISION 1A OF THE PLANNING AND ENVIRONMENT ACT 1987, A PERMIT MAY BE AMENDED. PLEASE CHECK WITH THE RESPONSIBLE AUTHORITY THAT THIS PERMIT IS THE CURRENT PERMIT AND CAN BE ACTED UPON.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:


1. Before the plan of subdivision is certified under the *Subdivision Act 1986*, amended plans and cross sections to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans and cross section will be endorsed and then form part of the permit. The plans and cross sections must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plan submitted with the application and named *Sherwood Heights, Sunbury: Subdivision Layout Plan, Revision 13*, by BPD, 18-09-2017, Dwg Ref. 7089_UD_SLP02-v13 but modified to show:
 - a. All of the lot to be subdivided including all of the lot east of Jacksons Creek;
 - b. The boundary of the conservation area along Jacksons Creek in accordance with the conservation area approved, and as amended from time to time, for the land pursuant to the 5 September 2013 approval for urban development in Melbourne's west and north growth corridors under Part 10 of the *Environment Protection and Biodiversity Conservation Act 1999* to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning;
 - c. Cross sections of proposed roadworks and any bridge works on land around the base of the planned bridge across Jacksons Creek as shown in the incorporated *Lancefield Road Precinct Structure Plan*.
 - d. A cross section of the Elizabeth Drive extension illustrating the grade of the road.
 - e. Trees to be retained and removed within the residential subdivision (shown as 'development area' on the submitted plan) having regard to a report on the health, structure, longevity and suitability for retention of those trees prepared by a suitably qualified arborist and submitted to the responsible authority.

Signature for the
Date Issued: 06 December 2019 *responsible authority*

- f. The boundaries of any open space areas within the residential subdivision that are not described in the *Lancefield Road Precinct Structure Plan*, designed to the satisfaction of Hume City Council.
 - g. Any changes resulting from plans approved under this permit:
 - i. for drainage and waterways by Melbourne Water;
 - ii. to accommodate the footings or approach to the future bridge across Jacksons Creek.
2. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the responsible authority.
 3. Any plan forming part of this permit must be generally in accordance with the incorporated *Lancefield Road Precinct Structure Plan*.
 4. Any buildings or works described on a plan forming part of this permit must be constructed or carried out to the satisfaction of the responsible authority.

Other plans and documents required before lodgement of a plan for certification

5. Before any plan of subdivision is lodged for certification under the *Subdivision Act 1988*:
 - a. Cross sections demonstrating the typical and maximum earthworks, grading, cut, fill and retaining walls for the subdivision must be submitted for the approval of the responsible authority.
 - b. Materials and colours schedule for subdivisional retaining walls including provision for wall materials at street boundaries and within the front building setback to be stone or concrete with stone veneer or other similar material prepared for the approval of the responsible authority.
 - c. Subdivision & Housing Design Guidelines, consistent with the Sherwood Heights Design Guidelines submitted with the application and dated March 2018, must be submitted for the approval of the responsible authority. The guidelines must be amended to:
 - i. be consistent with the residential design controls in the incorporated *Lancefield Road Precinct Structure Plan*;
 - ii. describe any variations allowed under this permit to the residential design controls in the incorporated *Lancefield Road Precinct Structure Plan*;
 - iii. Provide specific requirements that fences on lots with a rear or side abutal to the Jacksons Creek valley, waterways and Racecourse Road e.g. the lots near Correa Way and some siding onto the waterway within the subdivision, provide for fencing that is predominantly open, low or otherwise designed to avoid long stretches of high solid fence interface to the relevant open space to the satisfaction of the responsible authority;

Signature for the
Date Issued: 06 December 2019 responsible authority 

- iv. address any other relevant matter to the satisfaction of the responsible authority.
6. Before any plan of subdivision is lodged for certification under the *Subdivision Act 1988*, for any stage, a schedule identifying the range of lots sizes created and extent of the housing densities must be submitted to the responsible authority. The schedule must identify:
- the number and lot size of lots created in that stage together with the cumulative total of any lots created in previous stages having regard to the provisions of the incorporated *Lancefield Road Precinct Structure Plan*;
 - the housing densities in that stage and earlier stages of the subdivision.
 - If the permit is for a single stage of a larger subdivision of the owner's land and the owner is relying upon the provision of a higher yield in other parts of the owner's land which do not form part of the permit in order to reach the required yield across the owner's land, then the schedule must identify the anticipated yields in the balance of the owner's land.
7. Before the plan of subdivision for any stage is certified under the *Subdivision Act 1988* for any stage is issued, a building envelope plan for that stage must be submitted to and approved by the responsible authority. The approved building envelope plan must show a building envelope for each relevant lot to the satisfaction of the responsible authority. The building envelopes, created as a result of this permit, are approved building envelopes for the purposes of applying part 4 of the *Building Regulations 2006*.
8. Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, Land, Water and Planning. Once approved the plan will be endorsed by the responsible authority and form part of the permit.
9. The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.
10. A plan showing the staging of the subdivision must be prepared to the satisfaction of the responsible authority.

Infrastructure Contributions

11. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time as agreed, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the *Planning and Environment Act 1987* which specifies:
- The infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan;

Signature for the
responsible authority

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- The infrastructure contribution to be paid in accordance with the Approved Infrastructure Contributions Plan; and
- The timing of the land to be vested to the Responsible Authority, the payment of the land equalisation amount, and the payment of any land credit amount in accordance with the Approved Infrastructure Contributions Plan.

Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act.

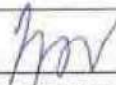
The landowner under this permit must pay the reasonable cost of the preparation, execution, registration and any future amendments of the Section 173 agreement.

12. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time which is agreed, a dealing number of the registration of the Section 173 Agreement must be provided to the Responsible Authority.
13. The monetary component and any land equalisation amount of the infrastructure contribution must be paid to the Responsible Authority in accordance with the provisions of the Approved Infrastructure Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan or the issue of a Building Permit in relation to the land within that plan.
14. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for each stage of the subdivision, a Schedule of Infrastructure Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Infrastructure Contributions must show the amount or area (as applicable) of infrastructure contributions for that stage and any works in kind, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority.
15. At least 21 days prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for each state of the subdivision, a revised Schedule of Infrastructure Contributions must be submitted and approved by the Responsible Authority to reflect any changes to the levy rates.

Unless with the prior written consent of the Responsible Authority, if Infrastructure Contributions are paid after the applicable indexation period but indexation has not been calculated and applied prior to the payment of contributions, an adjustment will be made to the contributions to reflect any increased contributions that ought to have been paid had indexation been applied. Any adjustment must be paid prior to the issue of a Statement of Compliance of the next stage or when the indexation has been completed, whichever is the earliest.

Plans for certification

16. Prior to the certification of a plan of subdivision of the relevant stage requiring access, the plan of subdivision must show the land which is required to provide road widening and /or right of way flaring for the Ultimate design of any adjacent intersection.

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17. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road must be transferred to or vested in council at no cost to the acquiring agency unless funded by the relevant Infrastructure Contributions Plan.
18. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Hume Planning Scheme; and
19. 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.
20. The plan(s) of subdivision submitted for certification must be in accordance with the endorsed plans but modified to show, or append, the following to the satisfaction of the responsible authority:
 - a. Splays at road intersections.
 - b. An enforceable covenant, by the lot owner and running with the land, that buildings conform to the building envelopes must provide for:
 - i. buildings to be constructed only in conformity with the approved building envelope plan unless with the written consent of the municipal council;
 - ii. a building envelope plan to be amended to the satisfaction of Council and any criteria or matters that must be considered by Council in deciding on an amendment to a building envelope;
 - iii. a building envelope plan to cease to have effect on the lot containing the envelope ten years after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on the lot containing the building envelope;
 - iv. the endorsement by the developer of all building plans as a prerequisite to a building permit for a lot specified as requiring such endorsement in the building envelope plan;
 - v. the requirement for endorsement of building plans by the developer to cease to have effect on a lot one year after an occupancy permit under the *Building Act 1993* is issued for the whole of the dwelling on that lot.
 - c. An enforceable covenant, by the lot owner and running with the land, that owner will comply with the approved design guidelines unless otherwise agreed in writing by Hume City Council.
 - d. A restriction on all lots to the effect that no dwelling or commercial building may be constructed on any allotment unless the building incorporates dual plumbing for alternative water supply for toilet flushing and garden watering use should an alternative water supply become available.

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- e. Easements or reserves in favour of Melbourne Water over existing and proposed Melbourne Water assets to the satisfaction of Melbourne Water and the responsible authority.
21. In accordance with section 8 of the *Subdivision Act 1988* and clause 66 of the Hume Planning Scheme, the plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to:
- a. The relevant water, drainage authority being Melbourne Water
 - b. The relevant sewerage and water supply authority being Western Water;
 - c. The relevant electricity supply or distribution authority being Jemena Electricity Networks;
 - d. The relevant gas supply authority being Ausnet Services - Gas;
 - e. Public Transport Victoria where the plan contains any part of or abuts a 'potential bus route' in the incorporated *Sunbury South Precinct Structure Plan*;
22. The owner of the land must enter into an agreement with:
- f. 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
 - g. 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.
23. Easements on or across land shown as a conservation area in the precinct structure plan applying to the land must be created to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning (Environment division). This condition applies to both the location and the rights granted by easement.

Plans to facilitate construction of works

24. Before the commencement of works for any stage of subdivision a Site Management Plan that addresses bushfire risk during, and where necessary, after construction must be submitted to and approved by the responsible authority. The plan must specify, amongst other things:
- a. The staging of development and the likely bushfire risks at each stage;
 - b. An area of land between the development edge and non-urban areas consistent with the separation distances specified in AS3959-2009, where bushfire risk is managed to enable the development, on completion, to achieve a BAL-12.5 rating under AS3959 2009;

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- c. The measures to be undertaken by the developer to reduce the risk from fire within any surrounding rural or undeveloped landscape and protect residents and property from the threat of fire;
- d. How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles. The plan must be carried out to the satisfaction of the responsible authority.

25. Before the commencement of works the developer must submit the following to the responsible authority:

- e. a landscape master plan for the entire estate must be approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show and include:
 - i. The landscaping theme and graphical concepts to be developed for the subdivision.
 - ii. The type of species to be used for street tree planting in various stages of the subdivision.
 - iii. The areas which will be available for landscaping.
 - iv. The principles and graphical concepts of the proposed treatment of the open space and drainage reserves.
 - v. How the plan will achieve continuous tree canopy cover in parks and streets where space allows.
 - vi. The indigenous fauna likely to use the landscaped areas and planted species.
- f. a Wildfire Management Plan to Council's Municipal Fire Prevention Officer for approval by the Hume City Council prior to October each year, for the duration of the subdivision construction.
- g. an Environmental Management Plan for Conservation Areas 20 (nature conservation/open space) and 21 (Growling Grass Frog) described in the incorporated *Lancefield Road Precinct Structure Plan* and occurring on the land as approved to the satisfaction of the Department of Environment, Land, Water and Planning, unless otherwise agreed by the Department of Environment, Land, Water and Planning.
- h. a Construction Site Environmental Management Plan (CSEMP) for the approval by the Responsible Authority to address the potential impacts of construction works. The CSEMP must be generally in accordance with 'doing it right on subdivision EPA 2004' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, and archaeological/heritage impacts. Pollution and sediment control measures must also be to the satisfaction of Melbourne Water.

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Prior to commencement of works, all personnel on site must be inducted into the CSEMP and all flora and fauna conservation requirements.

The approved CSEMP must be implemented to the satisfaction of the responsible authority.

- i. a soil and fill recovery plan must be submitted to the satisfaction of the responsible authority. This plan must detail the quantity of soil and/or fill to be generated during construction, the reuse options for any excess soil and/or fill generated within the site and the quantity of soil and/or fill to be removed offsite. The contractor is to nominate in writing at the pre-commencement meeting the legal/approved location where the soil and fill will be disposed. Evidence of legal/approved disposal will be required to be submitted to the satisfaction of the responsible authority.
26. Except with the written consent of the responsible authority, before any road and/or drainage works associated with the subdivision (or staged subdivision) start, detailed construction plans must be submitted to and approved by the responsible authority. When approved the construction plans will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must include:
- a. Engineering plans and specifications of the proposed works that are to become public assets such as roads, intersections drains, bridges and the like.
 - b. Fully sealed pavements with kerb and channel (or rollover kerbs where appropriate) to dimensions generally in accordance with the relevant road cross sections in the incorporated *Lancefield Road Precinct Structure Plan*, including traffic management devices where appropriate.
 - c. Where appropriate, concrete footpaths on both sides of every road with the exception of any access lane and any other circumstance as agreed with the responsible authority.
 - d. Identify all aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design measures (if relevant) and:
 - i. Incorporate features to prevent litter, sediment and oils from entering the drainage system. Such features may be suitably sized litter traps for surface rubbish, oil and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision; and
 - ii. Satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen; and 70% litter/ gross pollutants larger than 5mm" and meet the intended outcomes of Clause 56 of the Hume Planning Scheme to the satisfaction of the responsible authority.
 - e. Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the temporary dead end of any road.
 - f. Location of street lighting.

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- g. Vehicle cross overs which should be:
- i. designed in accordance with Hume City Council Standard Drawings.
 - ii. located a minimum of 1 metre from any service facilities.
 - iii. offset a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off-street car parking).
- h. Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid. (MGA Zone 55 GDA2020).
- i. Details of any cut and fill.
- j. Details of any traffic control.
- k. Details of any Tree Protection Zones
- l. Vehicle crossovers which should be:
- i. designed in accordance with Hume City Council Standard Drawings.
 - ii. located a minimum of 1 metre from any service facilities.
 - iii. offset a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off street car parking).
- m. Roundabouts at cross intersections which must be designed to accommodate an ultralow floor bus (ULFB, 12.5 metres) and service vehicles through and turning movement.
- n. Splays (minimum of 3 metre x 3 metre) at all intersections of the local road network and 2 metre x 2 metre at the intersection with any laneway.

27. Unless the Council agrees under section 21(1)(b)(ii) of the *Subdivision Act 1988*, all works shown on the endorsed construction plans must be constructed or carried out in accordance with the plans before the issue of a Statement of Compliance for the relevant stage under the *Subdivision Act 1988* all to the satisfaction of the responsible authority.

28. The works undertaken must be consistent with any works required under the relevant consent required for road works in a road reserve under the Road Management Act 2004.

29. Any works required to be to the satisfaction of the Roads Corporation or Public Transport Victoria must be provided at no cost to the Roads Corporation or Public Transport Victoria.

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Construction of works and provision of contributions

30. Before the start of construction or carrying out of works in or around a conservation area, scattered native tree or patch of native vegetation the developer of the land must erect a vegetation protection fence that is:

- a. highly visible
- b. at least 2 metres in height
- c. sturdy and strong enough to withstand knocks from construction vehicles
- d. in place for the whole period of construction
- e. located the following minimum distance from the element to be protected:

ELEMENT	MINIMUM DISTANCE FROM ELEMENT
Conservation area	2 metres
Scattered tree	Twice the distance between the tree trunk and the edge of the canopy
Patch of native vegetation	2 metres


31. Construction stockpiles, fill, machinery, excavation and works or other activities associated with the buildings or works must:

- a. be located not less than 15 metres from a waterway;
- b. be located outside the vegetation protection fence;
- c. be constructed and designed to ensure that the conservation area, scattered tree or patches of native vegetation are protected from adverse impacts during construction;
- d. not be undertaken if it presents a risk to any vegetation within a conservation area; and
- e. be carried out under the supervision of a suitable qualified ecologist or arborist.

32. Salvage and Translocation of threatened flora and fauna species and ecological communities must be undertaken in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.

33. The subdivision, buildings or works must not commence until an Environmental Management Plan for the relevant works has been approved to the satisfaction of the Department of Environment, Land, Water and Planning, unless otherwise agreed by the Department of Environment, Land, Water and Planning.

34. Before the completion of civil works for any stage of the subdivision, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the responsible authority. Where landscaping is proposed within a Melbourne Water reserve the plan so far as it affects that reserve must also be

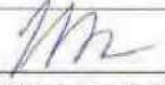
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submitted to and approved by Melbourne Water. When approved, the plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a. New plantings including their layout to be provided in any road reserves and municipal reserves including:
 - i. headlight glare planting is required to be approved by Council for all road reserves between parallel roads in this development.
- b. The location of infrastructure and reticulated services in any road reserves where planting is proposed.
- c. Street trees must be provided on both sides of all roads and streets (excluding laneways) at no less than the following interval spacing unless otherwise agreed by the responsible authority:
 - i. 8 – 10 metre intervals for trees with a canopy width of less than 10 metres in diameter; or
 - ii. 10 – 12 metre intervals for trees with a canopy width of between 10 and 15 metres in diameter; or
 - iii. 12 – 15 metre intervals for trees with a canopy width greater than 15 metres in diameter.
- d. A detailed planting schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- e. The proposed layout, materials and finishes paths, areas of pavement, playgrounds, play items, bicycle parking, structures and street furniture including:
 - i. for playgrounds all fall zones for all play equipment in colour in accordance with Australian Standards for playgrounds and a completed Playspace Design Checklist.
- f. Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
- g. Additional supporting information, such as certified structural designs or building forms.
- h. The removal of existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.
- i. All proposed street-tree planting using semi-advanced trees, with minimum container size of 45 litres.

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- j. Proposed soil and establishment treatments for each street or park tree species.
 - k. The type and frequency of maintenance commonly associated with the proposed works.
35. Before the issue of a Statement of Compliance for any stage under the Subdivision Act 1988:
- a. the stormwater drainage must be:
 - ii. constructed in accordance with the stormwater drainage design approved by Council; and
 - iii. provide a legal point of stormwater discharge for each allotment; all to the satisfaction of the responsible authority and any relevant other drainage authority.
 - b. the owner of the land must provide written confirmation from:
 - i. 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
 - ii. 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.
 - c. on any open space reserve or tree reserve, excepting land shown as 'landscape values' in the incorporated *Sunbury South Precinct Structure Plan*, proposed for vesting or transfer to the municipal council the developer must complete the following unless otherwise agreed by the municipal council:
 - i. Removal of all existing and disused structures, foundations, pipelines, and stockpiles.
 - ii. Clearing of rubbish and weeds, levelled, topsoiled and grassed with warm climate grass;
 - iii. Provision of water tapping, potable and recycled water connection points;
 - iv. Planting of trees and shrubs;
 - v. Provision of vehicular exclusion devices (fence, bollards, or other suitable method) and maintenance access points.
 - vi. Installation of park furniture including barbeques, shelters, furniture, rubbish bins, local scale playground equipment, local scale play areas, drinking fountains and kick about spaces and appropriate paving to support these facilities, consistent with the type of public open space listed in the open

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space delivery guide in the incorporated *Lancefield Road Precinct Structure Plan*.

- vii. Boundary fencing where the public open space abuts private land, or as required by the municipal council.
 - viii. Remediation of any contamination.
- d. or any other time which the responsible authority agrees, the following must be provided to the responsible authority:
- i. Copies of the "as constructed" engineering roads and drainage drawings in the format of one A1 tracing per drawing. The responsible authority may determine to accept digital data as an alternative.
 - ii. As constructed measurements as digital data in a GIS ready format of the information component of the subdivision relating to drainage assets and assets with the road reserve in accordance with the current version of DSPEC and R-SPEC.
 - iii. as constructed electronic files in DWG and PDF format for all landscape development works (including approved irrigation systems) to Council at the beginning of the maintenance period.
 - iv. Location of any permanent survey marks.
- The various road works must be maintained by the owner until this subcondition has been complied with.
- e. unless otherwise agreed by Public Transport Victoria, bus stops must be constructed, at full cost to the permit holder, as follows:
- v. Generally in the location identified by Public Transport Victoria;
 - vi. In accordance with the Public Transport Guidelines for Land Use and Development with a concrete hard stand area, and in activity centres a shelter must also be constructed;
 - vii. Be compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002; and
 - viii. Be provided with direct and safe pedestrian access to a pedestrian path.
- All to the satisfaction of Public Transport Victoria and the responsible authority.
- f. Street number markers must be provided on the kerb in front of each lot to the satisfaction of the responsible authority.

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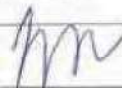
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- g. Lighting of roads and pedestrian/bicycle paths must be designed and provided before the issue of a Statement of Compliance for the relevant stage in accordance with Australian Standard 1158.1 to the satisfaction of the responsible authority.
 - h. Access to each lot created must be provided by a sealed and fully constructed road or other pavement to the satisfaction of the responsible authority.
 - i. Any temporary drainage works required under this permit must be installed.
 - j. Any fencing on the boundary between a lot and a public reserve must be constructed at no cost to the Crown or the public manager or authority responsible for the reserve and to the satisfaction of the responsible authority and where relevant the authority or Minister responsible, or intended to be responsible, for the reserve.
36. A permit to subdivide land shown in the incorporated *Lancefield Road Precinct Structure Plan* as including the conservation area shown on the precinct structure plan as conservation area 21 must ensure that, before the issue of a statement of compliance for the last stage of the residential subdivision, the owner of the land must:
- a. Enter into an agreement with the Secretary to the Department of Environment, Land, Water and Planning under section 69 of the *Conservation Forests and Lands Act 1987*, which:
 - i. Must provide for the conservation and management of that part of the land shown as Conservation Area 21 in the *Lancefield Road Precinct Structure Plan*;
 - ii. May include any matter that such an agreement may contain under the *Conservation Forests and Lands Act 1987*;
 - b. Makes application to the Registrar of Titles to register the agreement on the title to the land; and
 - c. Pays the reasonable costs of the Secretary to the Department of Environment, Land, Water and Planning in the preparation, execution and registration of the agreement.

The requirement for a Land Management Co-operative Agreement in this condition does not apply to land or any lot or part of a lot within conservation areas 21 shown in the *Lancefield Road Precinct Structure Plan* that:

- i. is identified in a Precinct Structure Plan as public open space and is vested, or will be vested, in the council as a reserve for the purposes of public open space; or
- d. is identified in a Precinct Structure Plan as a drainage reserve and is vested, or will be vested, in Melbourne Water or the council as a drainage reserve; or
- e. is the subject of an agreement with the Secretary to the Environment, Land, Water and Planning to transfer or gift that land to:

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- i. the Secretary to the Environment, Land, Water and Planning;
- ii. the Minister for Environment and Climate Change; or
- iii. another statutory authority.

to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.

37. A permit to subdivide land shown in the incorporated Lancefield Road Precinct Structure Plan as including the conservation areas shown in these precinct structure plans as conservation areas 18, 19 or 20 must ensure that, before the issue of a statement of compliance for the last stage of the subdivision, the owner of the land:

- j. Entered into an agreement with the Secretary to the Department of Environment, Land, Water and Planning under section 69 of the *Conservation Forests and Lands Act 1987*, which:
 - i. May provide for the conservation and management of that part of the land shown as a conservation area in the *Lancefield Road Precinct Structure Plan*;
 - ii. May include any matter that such an agreement may contain under the *Conservation Forests and Lands Act 1987*;
 - iii. Makes application to the Registrar of Titles to register the agreement on the title to the land; and
 - iv. Pays the reasonable costs of the Secretary to the Department of Environment, Land, Water and Planning in the preparation, execution and registration of the agreement.

The requirement for a Land Management Co-operative Agreement in this condition does not apply to land or any lot or part of a lot within the conservation areas 18, 19 or 20 shown in the *Lancefield Road Precinct Structure Plan* that:

- a. is identified in the Precinct Structure Plan as public open space and is vested, or will be vested, in the council as a reserve for the purposes of public open space; or
- b. is identified in the Precinct Structure Plan as a drainage reserve and is vested, or will be vested, in Melbourne Water Corporation or the council as a drainage reserve; or
- c. is the subject of an agreement with the Secretary to the Environment, Land, Water and Planning to transfer or gift that land to:
 - i. the Secretary to the Environment, Land, Water and Planning;
 - ii. the Minister for Environment and Climate Change; or
 - iii. another statutory authority.

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to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.

Requirements of Section 46GV of the Planning and Environment Act 1987

38. If the land to which this planning permit applies includes any Inner Public Purpose Land, that Inner Public Purpose Land must be provided to:
- a. in the case of Inner Public Purpose Land required for a road, the Development Agency responsible for the use and development of the land for the road;
 - b. in any other case, to the Collecting Agency – by:
 - ix. setting aside on a plan under the *Subdivision Act 1988* the Inner Public Purpose Land required for a road so as to vest in the Development Agency responsible for the use and development of that land as a road; and
 - x. setting aside on a plan under the *Subdivision Act 1988* any other Inner Public Purpose Land so as to vest in the Collecting Agency.
39. Any plan required by condition 38 of this permit must be lodged for registration under Section 22 of the *Subdivision Act 1988* within the time specified in any other condition of this permit or if no condition is specified in this permit then by the time set out in any agreement entered into by the Collecting Agency, the applicant and/or the owner of the land.

Referral authority conditions**Melbourne Water - drainage**

40. Prior to the endorsement of subdivision plans under this permit, the waterway located on the southern side of the property must be approved to functional design standard to the satisfaction of Melbourne Water.
41. Prior to Certification of any Plan of Subdivision associated with the subdivision, a stormwater management strategy must be submitted and approved by Melbourne Water and Hume City Council. The strategy must demonstrate the following:
- k. The proposed alignment for any 1 in 5 year Average Recurrence Interval (ARI) drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event;
 - l. The details of the outfall/s for the development and calculate the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property
42. Prior to Certification, provision for alternative water must be addressed, in accordance with any approved integrated water management plan to satisfaction of Melbourne Water and Western Water.

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43. Prior to the issue of a Statement of Compliance, the Owner must enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
44. Prior to the issue of a Statement of Compliance for each stage of the subdivision, a Certified Survey Plan (CSP) prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to the satisfaction of Melbourne Water. The CSP must clearly show the 1 in 100 year flood levels (ARI) and contain a table which demonstrates that each lot has achieved the required freeboard.
45. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. Engineering plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
46. Prior to the issue of a Statement of Compliance for the subdivision, a separate application, direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.
47. All new lots must achieve appropriate freeboard in relation to local overland flow paths to the satisfaction of the responsible authority.
48. Any temporary outfall must be arranged to the satisfaction of Melbourne Water and the responsible authority.

Western Water - Water, sewer & recycled water

49. Unless an alternative time is agreed by Western Water, before the issue of a Statement of Compliance the owner of the land must enter into an agreement with Western Water for the provision of water supply, recycled water supply (if available) and provisions of sewerage.
50. The construction of the subdivision must comply with the provisions of any agreement between the owner and Western Water relating to the supply of water, the provision of recycled water or the provision of sewerage as appropriate.
51. All works in relation to the supply of water, recycled water or sewerage must be completed prior to the issue of a Statement of Compliance unless an alternative arrangement is set out in any agreement.

Jemena - electricity

52. The owner of the land must enter into an agreement for the:
- m. Extension, upgrading or re-arrangement of electricity supply to lots on the plan as required by JEN including payment of monies to JEN to cover the cost of such work;
 - n. Provision of easements, lots and reserves for substations within and outside the subdivision as required by JEN.

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Ausnet Services - gas

53. Unless an alternative time is agreed by Ausnet Services, before the issue of a Statement of Compliance the owner of the land must enter into an agreement with Ausnet Services for supply of gas, including provision of any associated works by the owner, to each lot on the endorsed plan.

Permit expiry

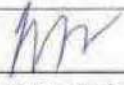
54. This permit will expire if:
- c. The plan of subdivision for the first stage is not certified within two years of the date of this permit; or,
 - d. The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit, or
 - e. The registration of the last stage of the subdivision is not completed within five years of the certification of that plan of subdivision.

If a plan of subdivision is not certified within the dates specified under this permit, the responsible authority may extend the time for certification if a request is made in writing prior to expiry of the permit or within 6 months after the expiry date.

NOTE: If a request for an extension of commencement is made out of time allowed by the permit condition, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.

Permit Note: Operation of Commonwealth Environmental Laws

- On 5 September 2013 an approval under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) was issued by the Commonwealth Minister for Environment, Heritage and Water. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060. The approval is subject to conditions specified at Annexure 1 of the approval.
- Provided the conditions of the *EPBC Act* approval are satisfied individual assessment and approval under the *EPBC Act* is not required.


Date Issued: **06 December 2019** Signature for the responsible authority 

THIS PERMIT HAS BEEN AMENDED UNDER SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987

1179 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9208 2200 FACSIMILE 03 9309 8109

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
19 December 2019	• Conditions 7, 16, 26H and 35 amended to tie requirements to relevant stages.

Signature for the
Date Issued: 06 December 2019 responsible authority 

IMPORTANT INFORMATION ABOUT THIS PERMIT**WHAT HAS BEEN DECIDED?**

The Responsible Authority has issued a permit.

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

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 discretion 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 the 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 APPEALS?

- 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.
- 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.

Signature for the
Date Issued: 06 December 2019 *responsible authority*

THIS PERMIT HAS BEEN AMENDED UNDER SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 93 9205 2201 FACSIMILE 03 9399 0199

AA9511

Memorandum of common provisions Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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Lodged by	
Name:	HWL EBSWORTH LAWYERS
Phone:	03 8644 3500
Address:	LEVEL 8, 447 COLLINS STREET, MELBOURNE 3000
Reference:	JQ:MP: 1116182 STAGE 6 SHERWOOD
Customer code:	19208S

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

Covenants:

1 Preliminary

All Provisions not addressed in this Memorandum of Common Provisions (MCP) are as required in the current Building Regulations.

This MCP cannot be changed or amended unless with the written consent of the Responsible Authority.

Approved Building Envelopes

Any building on Lot 601 to Lot 627 (inclusive) within subdivision plan PS 906055Y must be contained within the building envelopes shown on the attached plan and defined by the associated setback profiles and written notes contained therein.

2. Text of restrictions:

The matters which are restricted by the building envelopes are:

2.1 Minimum street setback Building Regulations 2018 Part 5 – Siting, Regulation 74

The front street setback is designated on the specified Building Envelope for each allotment. All dwellings must be set back from the main street frontage by the minimum distance indicated. Garages must be located or set back behind the front façade of the dwelling.

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Garages must be located or setback behind the front façade of the dwelling.

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V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 10

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Doc ID 1094966453/v1

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

2.2 Building height

Building Regulations 2018 Part 5 – Siting, Regulation 75

Hume Planning Scheme Clause 54.03-2

The height of a building must not exceed the maximum building height shown in the profile diagrams specified in the Building Envelope Schedule. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest parts of the two profiles.

2.3 Site coverage

Building Regulations 2018 Part 5 – Siting, Regulation 76

Hume Planning Scheme Clause 54.03-3

Unless otherwise specified in the notations to the Building Envelopes as they apply to particular allotments, buildings must not occupy more than 50 per cent of the lot.

2.4 Side and rear setbacks

Building Regulations 2018 Part 5 – Siting, Regulation 79

Hume Planning Scheme Clause 54.04-1

The side setback is designated on the specified Building Envelope for each allotment. A building must be setback from a side boundary not less than the distances specified in the Profile Diagrams and shown on the Building Envelopes by a setback identifier code. The measurements are taken from the natural surface levels to the top of the wall.

The side street setback is designated on the specified Building Envelope for each allotment.

The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

2.5 Walls on boundaries

Building Regulations 2018 Part 5 – Siting, Regulation 80

Hume Planning Scheme Clause 54.04-2

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are not permitted.

Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm:

- Porches, eaves, verandahs
- Masonry chimneys
- Screens, but only to the extent needed to protect a neighbouring property from a direct view
- Water tanks
- Heating and cooling equipment and other services

The following may encroach into the specified setback distances:

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

- Landings with an area of not more than 2 square metres and less than 0.8 metres high from natural ground level
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters

Front: The following may encroach into the specified front street setback distances by no more than 1500 mm: For the purposes of these guidelines, gutters are not a measured item.

- Porches and verandahs to a maximum height of 5.5 metres.
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground level
- Eaves.

For the purposes of these guidelines, gutters are not a measured item.

2.6 Daylight to existing habitable room windows **Building Regulations 2018 Part 5 – Siting, Regulation 81** **Hume Planning Scheme Clause 54.04-3**

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 81 is superseded by this MCP.

2.7 Solar access to existing north-facing habitable room windows **Building Regulations 2018 Part 5 – Siting, Regulation 82** **Hume Planning Scheme Clause 54.04-4**

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 82 is superseded by this MCP.

2.8 Overshadowing of recreational private open space **Building Regulations 2018 Part 5 – Siting, Regulation 83** **Hume Planning Scheme Clause 54.04-5**

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 83 is superseded by this MCP.

2.9 Overlooking **Building Regulations 2018 Part 5 – Siting, Regulation 84** **Hume Planning Scheme Clause 54.04-6**

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 84 is superseded by this MCP.

Memorandum of common provisions

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2.10 Daylight to habitable windows

Building Regulations 2018 Part 5 – Siting, Regulation 85

Hume Planning Scheme Clause 54.04-6

This item is covered within the building envelope plan and profile diagrams.

Building Regulation 85 is superseded by this MCP.

Building regulations

Building regulations 73, 74, 75, 79, 81, 82, 83, 84 & 85 are superseded by the approved building envelopes.

Notes on Restrictions

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

Definitions

If not defined, the words below shall have the meaning attributed to them in the document identified.

In the *Building Act 1993*:

- Building
- Lot

In Part 5 of *Building Regulations 2018*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the Victoria Planning Provisions, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

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Additional Definitions

DAP

DAP means the Design Assessment Panel appointed by Villawood responsible for approving designs to be in accordance with this MCP.

Front street or Main Street frontage

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

MCP

This Memorandum of Common Provisions.

Natural ground level

Natural ground level means the ground level after engineering works associated with the subdivision have been completed.

Side boundary

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Site coverage

Site coverage includes roofed areas of the dwelling, in addition to roofed terraces, patios, decks and pergolas. Eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded.

Standard lot

A single lot that accommodates a freestanding dwelling detached from adjoining dwellings and of an individual style.

Street

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.


Villawood

Villawood Properties.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

3. Diagrams and plan

NOTATIONS

	Note the setback distances and easement width is designated on the plan
7	Setback (front, rear, side boundaries)
— — —	Easement (refer to the plan of subdivision)
▲	Special lot requirements (refer text)
601	Lot number
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Villawood and the Hume City Council)
∅	Dwellings on these lots must be two storey
□	Dwellings on these lots to have a double garage
◆	Dwellings on these lots to have a single or double garage

PARTICULAR LOT REQUIREMENTS FOR STAGE 6

Nil

The front and side setbacks are measured to the outermost walls of the buildings.

The setback to a side street boundary for a corner lot is 2m unless noted otherwise.





Garages must be set back behind the front facade of the dwelling.

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to approval by Hume City Council.

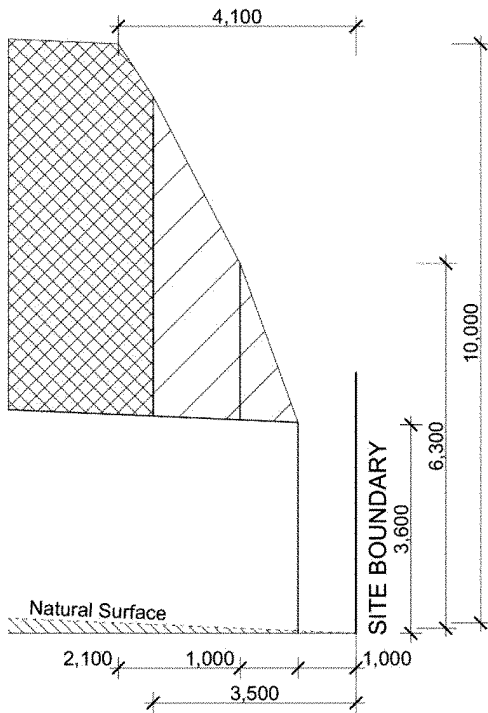
Refer "Diagrams and Plans" in this document for further definitions.

	Single Storey Building Envelope
	Overlooking Zone - Habitable room windows or raised open spaces are a source of overlooking
	Non-Overlooking Zone - Habitable room windows or raised open spaces are not a source of overlooking
	Double Storey Building Requirement

The registered proprietor or proprietors of the lot are required to build in accordance with the approved building envelopes shown hereon and in accordance with the "Profile Diagrams" in this document.


This plan forms part of the "Sherwood Grange Design Guidelines". Please refer to these Guidelines for further information.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

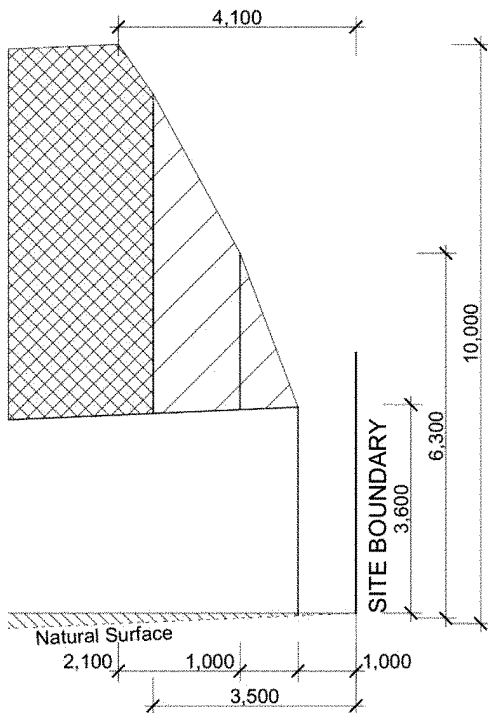


PROFILE A


SINGLE STOREY BUILDING ENVELOPE HATCH TYPES


 Single Storey Building Envelope (wall height not exceeding 3.6m)

Natural surface rising from side boundary



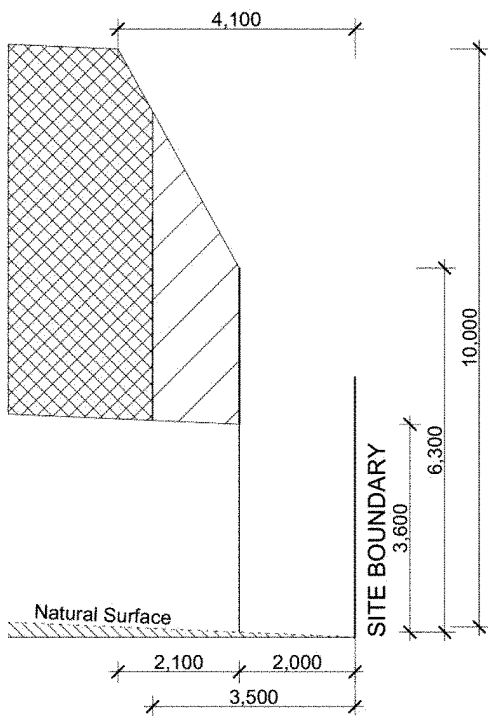
DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

 Overlooking Zone
 Habitable room windows or raised open spaces are a source of overlooking

 Non Overlooking Zone
 Habitable room windows or raised open spaces are not a source of overlooking


Natural surface falling from side boundary

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

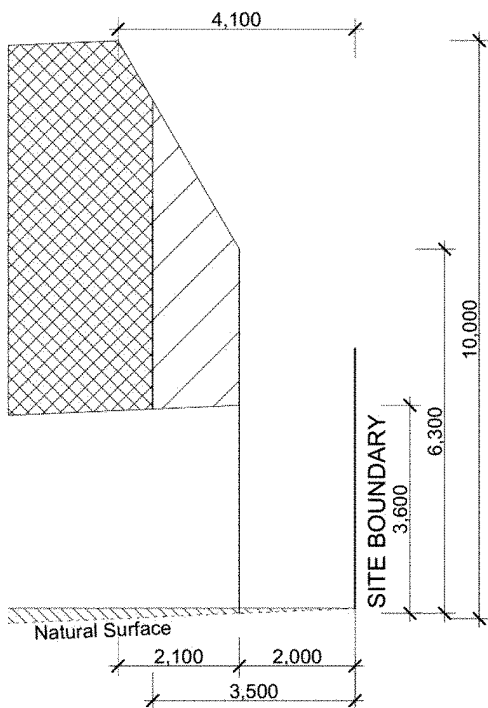


PROFILE B


SINGLE STOREY BUILDING ENVELOPE HATCH TYPES


 Single Storey Building Envelope (wall height not exceeding 3.6m)

Natural surface rising from side boundary



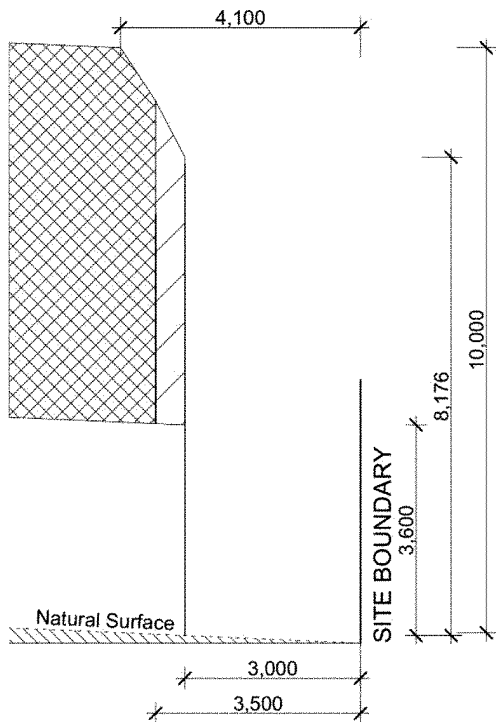
DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

 Overlooking Zone
Habitable room windows or raised open spaces are a source of overlooking

 Non Overlooking Zone
Habitable room windows or raised open spaces are not a source of overlooking


Natural surface falling from side boundary

Memorandum of common provisions
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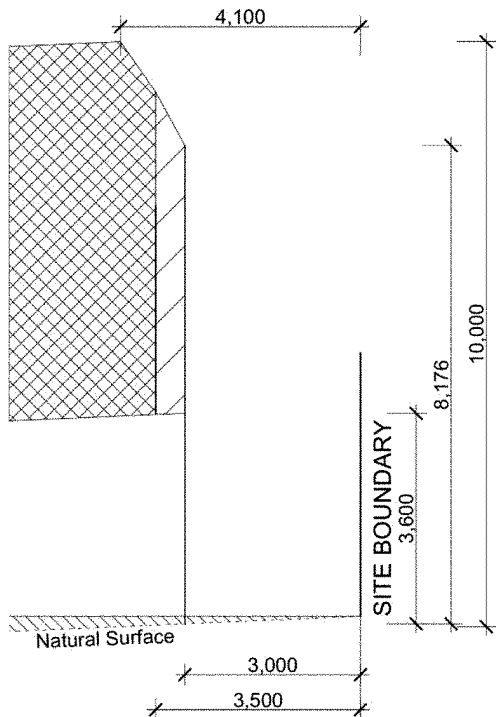


PROFILE C

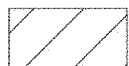
SINGLE STOREY BUILDING ENVELOPE HATCH TYPES


 Single Storey Building Envelope (wall height not exceeding 3.6m)

Natural surface rising from side boundary



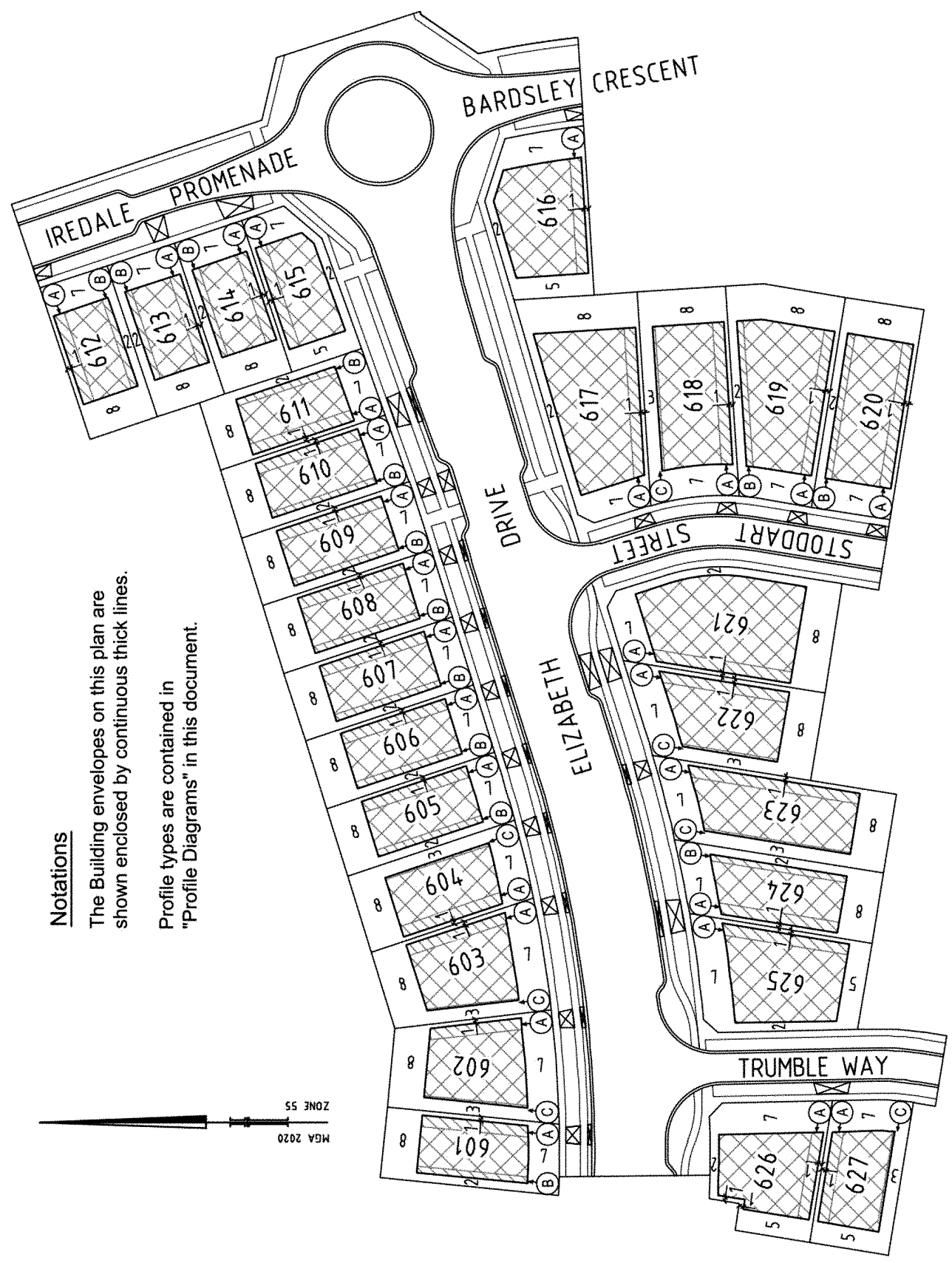
DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

 Overlooking Zone
Habitable room windows or raised open spaces are a source of overlooking

 Non Overlooking Zone
Habitable room windows or raised open spaces are not a source of overlooking

Natural surface falling from side boundary

Memorandum of common provisions Section 91A Transfer of Land Act 1958



Notations

The Building envelopes on this plan are shown enclosed by continuous thick lines.

Profile types are contained in "Profile Diagrams" in this document.



Sherwood Grange

Design Guidelines

MAY 2023



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1. The Sherwood Grange Vision

Welcome to Sherwood Grange the newest community to be added to ever increasing list of high-quality developments by Villawood, that will set a new benchmark for residential living. Sherwood Grange is a boutique community located in an exclusive pocket of Sunbury, surrounded by nature reserves and sweeping views down to Emu Bottom Wetlands.

The vision for Sherwood Grange is defined by the lush landscape, open parklands, walking trails amongst established trees, substantial new plantings and meandering paths through the uniquely designed residential neighbourhood. A large nature reserve leading down to the beautiful Jacksons Creek valley floor will be enhanced, providing beautiful vistas and walking environments, as well as protecting the homes of the local wildlife and indigenous vegetation.

Taking precedence from neighbouring Sherwood Rise, the area will be characterised by a sense of generosity in the streetscapes, contributed by extended setbacks and lush front gardens. The curvilinear nature of the surrounding streetscapes is mimicked in the urban form and takes full advantage of the topographic and undulating nature of the land to ensure view lines are maximised.

Sherwood residents will have the opportunity to experience life in balance and harmony, within an exceptional landscape, adorned by nature in proximity and the amenity located within historic Sunbury township.

1.1 PURPOSE OF THE GUIDELINES

Design Guidelines ("Guidelines") have been developed with the principal aim to create a coherent vision for the Sherwood Grange community. Established to enhance the lifestyle and liveability of the community for residents, the Guidelines are designed to ensure all homes are built to a high standard, whilst encouraging a variety of cohesive housing styles, which are in harmony with the streetscape and enhance the nature environment.

The Guidelines will assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the aesthetics of the community.

Each individual house design should contribute to the surrounding environment and to the community in a positive way. The Guidelines encourage homeowners to construct innovative and appropriate designs that address sustainability issues and present a unified residential image.

Villawood takes a holistic approach to sustainability to ensure continuous positive economic, environment and social outcomes, across our communities, our business and the world at large. To complement the Guidelines, residents are encouraged to build sustainable homes using online resources such as the Green Savings Calculator. These tools provide useful initiatives to help you reduce water and energy usage, which ultimately help conserve our environment and your money into the future.

The Guidelines will also provide for an approval process, which seeks to achieve an optimum outcome for purchasers within a minimum time frame. Your new home within the Sherwood Grange community awaits.

2. How to read this document

2.1 MANDATORY DESIGN CONTROLS

Given Sherwood Grange unique and special location, the concept plan for Sherwood Grange has been carefully designed to facilitate a more delicate form of development.

Roads typically run with contours, rather than perpendicular, providing for expansive views out over Jacksons Creek, and a softened appearance from the valley floor with trees planted in front of homes. Generous lot sizes, eclipsing those typically found in newer development areas, providing additional space for topographically sensitive housing forms and extensive planted surrounds.

To reflect these special conditions a range of mandatory residential design controls ('controls') detailed below, have been incorporated into the Lancefield Road Precinct Structure Plan implemented by the Victorian Planning Authority. The Guidelines have been developed to compliment these controls, but where there are inconsistencies the following table is to prevail.

BUILT FORM	REQUIREMENT
Maximum Site coverage	No more than 50% of the lot.
Maximum Building height	No more than: • 9m for sites with a slope of less than 5%; and • 10m for sites with a slope of greater than 5%.
Minimum Side Boundary Setbacks*	For lots with a frontage of over 18m: • 3m on one side and 1m on the other. For lots with a frontage of 18m or under: • 2m on one side and 1m on the other.
Minimum Rear Boundary Setbacks*	For lots with a minimum depth of: • More than 34m, no part closer than 8m. • 34m or less, no part closer than 5m.
Minimum Front Boundary Setback*	7m to the front building line.
Maximum Cut/Fill	Maximum fill of 1m. Maximum cut of 1.25m, unless to be entirely enclosed by the completed dwelling.

* Normal encroachments are permitted, including garages within the build-to-boundary zone on one side only. Variations to these mandatory controls may be approved by the relevant authorities where special circumstances apply.

2.2 OPERATION OF THE DESIGN GUIDELINES

The Design Assessment Panel ("DAP") will be formed to oversee the implementation of the Guidelines. It will comprise an Architect and a representative of the developer. The makeup of the panel may be varied however the panel will always include at least one Architect.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a Planning Permit (if required) and a Building Permit.

Swimming pools and small structures under 10m² do not require DAP approval.

In considering designs, the DAP may exercise discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with the Guidelines and it is recommended that you provide a copy to your builder at the earliest possible time.

2.3 CONSTRUCTION OF YOUR HOME

Incomplete building works must not be left for more than 3 months without work being carried out and all building works must be completed within twelve months of commencement.

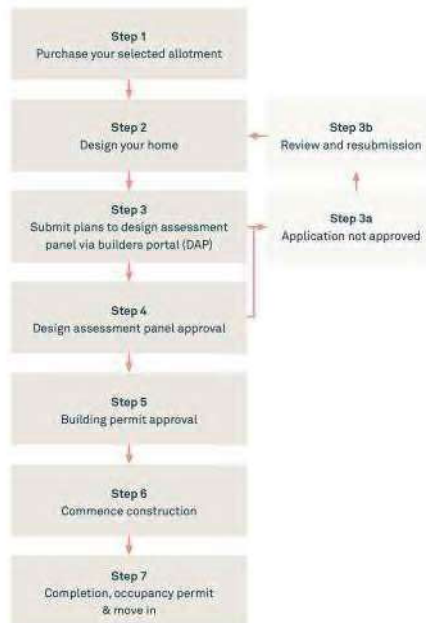
3. Approval Process

All documents are to be lodged via the Villawood Properties Builders Portal, this can be accessed by visiting the website www.villawoodproperties.com.au

General enquiries should be directed direct to the DAP via email dap@kosaarchitects.com.au

3.1 PROCESS FOR APPROVAL

The process for approval of your house design depends on the size of your lot, and the details for your proposed house design. The approval process is outlined below:



Step 1 – Land Purchase

- Purchase your selected allotment from Villawood Properties.

Step 2 – Design Your Home

- Ensure your Architect, Builder or Designer understand the requirements of these Guidelines and any restrictions on the Plan of Subdivision.

Step 3 – Submit Plans to the Design Assessment Panel

- Submit completed design and all required documentation to the Design Assessment Panel via the Villawood Builders Portal
- Ensure your house design submission includes the following documentation:
 - Provide PDF copies in A4 or A3 format to the DAP for approval as follows:
 - Site plan (1:200 scale) showing:
 - Setbacks from all boundaries
 - Building Envelopes
 - Existing contours
 - Proposed finished floor levels and site levels
 - External features including driveways, paths, fencing and outbuildings
 - Landscaping plan showing quantity and species, hard surfacing and any retaining wall structure
 - House floor plans (1:100 scale)
 - Elevations from four sides (1:100 scale)
 - Schedule of external materials and colours. Colour swatches must be provided.
 - Completed Check List (refer Section 8 of Guidelines)
- Note: do not include internal fit-out details such as kitchens, electrical plans etc.**

- If you are unsure of any of the requirements, please contact the DAP directly for clarification.
- If your design is considered non-conforming, you will receive notification from the DAP outlining the reasons for non-conformance. Your design will need to be revised and resubmitted in full as required.
- Applications take approximately 10 days to process, provided all documents and designs meet the Guidelines.

Step 4 – Design Assessment Panel

- Notification of submission approval is received.

3. Approval Process

Step 5 – Building Permit Approval

- Your registered building surveyor will require your home design to comply with the Restriction on the Plan of Subdivision, any applicable Memorandum of Common Provision or Building Envelope Plan and will generally require the approval documentation from the Design Assessment Panel.

Step 6 – Commence Construction

- Construction can commence upon issuing of the building permit by the building surveyor.
- Construction must commence within 18 months of settling on your land and must be completed within 12 months of construction commencement.
- In accordance with your Contract of Sale, your land is to remain well maintained, free from rubbish and debris from the time of settlement and throughout construction.

Step 7 – Completion, Occupancy Permit & Move In

- Your building surveyor will provide you with your Occupancy Permit upon completion of your home.
- Landscaping on your allotment is required to be completed within 120 days of issue of the Occupancy Permit.

All documentation is to be lodged via the Builders Portal on the Villawood website www.villawoodproperties.com.au

All enquires to:
SHERWOOD GRANGE DESIGN ASSESSMENT PANEL

c/- dap@kosaarchitects.com.au
or telephone contact on 03 9853 3513

3.2 RE-SUBMISSION

Plans or documentation that does not comply with the Guidelines etc. the applicant will be notified via email through the Builders Portal. Amended documentation will need to be resubmitted for approval via the builders Portal.

Any alterations made to the resubmission other than the initial non-compliance/s should also be highlighted on the plans or an accompanying letter.

3.3 APPROVAL

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

3.4 BUILDING PERMIT

After approval from the DAP, you must then obtain a Building Permit from the Municipal Building Surveyor or a Private Building Surveyor.

Note: Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams.

Approval must be obtained from the relevant authorities for Building Permits, build over easements and connections etc.

Report and consents cannot be requested for regulations that are covered under the approved Building Envelopes and the requirements under the MCP.

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

3.5 CONSTRUCTION

Once a Building Permit has been obtained, construction of your house may begin.

4. Siting & Orientation

4.1 CONSIDERATIONS

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:

- Ensuring best visual presentation from the street;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Maximising potential views of each lot owner;
- Minimising overlooking & over shadowing;
- On sloping lots, design responses that reflect the generous lot sizes available and work with the slope rather than against it, and;
- Respecting the privacy and amenity of neighbours. This includes excavations adjacent or on the side boundary.

4.2 LAND USE

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not allowed.

4.3 HOUSE ORIENTATION

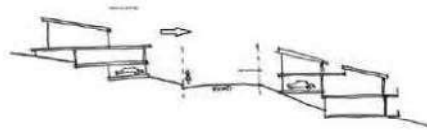
Houses must face the main street frontage and present an identifiable entrance to the street. The front door may face some side street frontages, this should be verified with the DAR. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

The site slope must be considered in conjunction with the overall orientation to achieve the best outcome.

4.4 SITE VIEWS

Many home sites have significant views across the community and beyond, careful consideration must be given to the location of the property, the building envelopes placed upon the site and its adjoining allotments.

Refer to the diagram below and additional detail provided at section 4.8 SLOPE CONSIDERATIONS.



4.5 DWELLING ARTICULATION

To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than six (6) metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features:

- Use of different materials and textures;
- Variable wall setbacks to the front and side street boundaries;
- Introduction of verandahs, porticos and pergolas;
- Feature gable roof, and/or
- Continuation of window styles.



Acceptable articulation



No articulation

4. Siting & Orientation

4.6 BUILDING ENVELOPES AND SETBACKS

Building Envelopes

Building Envelopes have been prepared for the lots in each stage at Sherwood Grange and are contained within the Memorandum of Common Provisions. The construction of buildings or associated buildings, including garages, must be contained within the Building Envelope specified for that allotment and in accordance with the Profile Diagrams.

Building regulations 73, 74, 75, 79, 81, 82, 83, 84, & 85 are superseded by the approved building envelopes.

Setbacks

The following setbacks for houses and garages must be met.

(i) The Front Street

The front street setback is designated on the specified Building Envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated, generally 7 metres.

Garages must be located or set back behind the front facade of the home.

(ii) Splayed and curved street frontages

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Front entrances are to be easily accessible from the main street frontage.

(iii) The Side Boundaries

The side setback is designated on the specified Building Envelope for each allotment.

The Building Envelopes reflect mandatory design controls contained in the Lancefield Road PSP (refer section 2.1 MANDATORY DESIGN CONTROLS).

For lots with a frontage exceeding 18m, the side boundary setback is 3m on one side and 1m on the other. For lots with a frontage of 18m or under, the side boundary setback is 2m on one side and 1m on the other.

A building must be setback from a side boundary not less than the distances specified in the Building Envelope Profiles and shown on the Building Envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the Building Envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

(iv) The Side Street Boundary

The side street setback is designated on the specified Building Envelope for each allotment.

(v) The Rear Boundary

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 8 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 10 metres for lots with a greater depth than 34 metres.

On lots less than 34 metres deep no walls shall be closer than 5 metres for single storey and 7.5 metres for walls greater than 3.6 metres in height.

The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile as shown in the Profile Diagrams, or a height limit for a rear setback as dimensioned on the Building Envelope plan.

(vi) Walls on boundaries

Unless otherwise noted on the Building Envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this Building Envelope. Total length of walls in the BBZ is limited to 60% of the length of the boundary except for terrace style lots where walls are permitted to the extent of the nominated BBZ.

Within the BBZ, the following apply:

- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.

4. Siting & Orientation

(vii) Encroachments

Side, Side Street and Rear: The following may encroach into the specified setback distances by not more than 600 mm: For the purposes of these guidelines, gutters are not a measured item.

- Porches, eaves, verandahs;
- Masonry chimneys;
- Screens, but only to the extent needed to protect a neighbouring property from a direct view;
- Water tanks, and
- Heating and cooling equipment and other services.

The following may encroach into the specified setback distances:

- Landings with an area of not more than two (2) square metres and less than 0.8 metres high;
- Unroofed stairways and ramps;
- Pergolas;
- Shade sails, and
- Eaves, fascia, gutters.

Front: The following may encroach into the specified front street setback distances by no more than 1500 mm: For the purposes of these Guidelines, gutters are not a measured item.

- Porches and verandahs to a maximum height of 4m.
- Decks and uncovered landings of not more than two (2) square metres and less than 0.8 metres high from natural ground.
- Eaves.

(viii) Edge Boundary

Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

4.7 BUILDING HEIGHT

The maximum building height is nine (9) metres above the natural surface level for sites with a slope of less than 5% and ten (10) metres for sites with a slope of greater than 5%.

Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed.

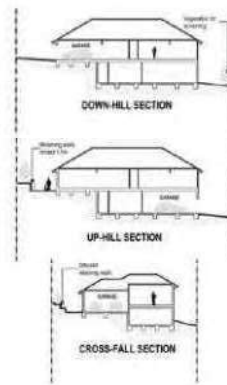
Stoping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted (refer 5.7 Retaining Wall Controls).

Excluding walls constructed by the developer during subdivision works, for the purpose of these Guidelines retaining walls greater than 1.25m are considered excessive. Stepped and multiple retaining walls may be required rather than one large retaining wall.

4.8 SLOPE CONSIDERATIONS

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Sherwood Grange. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape. Some lots have specific building envelopes to ensure that views are maintained and that adjoining lots are protected.

Unsightly cut or fill should be avoided and limited to 1.25m and



1.0m respectively. Consideration must be given to neighbour's properties. Landscaped terraces are preferred as per Clause 5.6 of the Guidelines.

4. Siting & Orientation

4.9 SITE COVERAGE

Unless otherwise specified in the notations to the Building Envelopes buildings must not occupy more than 50 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.

Please be aware of the building regulations with regards to timber framed structures such as pergolas, verandahs and decks. Refer VBA's Minimum setback for decks information sheet.

5. Built Form

5.1 ARCHITECTURAL STYLE

At Sherwood Grange, high standards of house design will be required, and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved using detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in proximity and must be separated by a minimum of five (5) houses in any direction. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.



5.2 MATERIALS AND COLOURS

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Sherwood Grange. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest. Three different materials are required to any elevation that faces a street. Different coloured render will only account as a maximum of two materials.

Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which reflect the natural tones of the environment at Sherwood Grange are recommended.

External Walls

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house & the natural environment.
- Dwellings are encouraged to have a mix of composite products (render, timber or textured material) to the front facade as approved by the DAP.
- Articulation to the front façade is mandatory, an entry recess is not considered a step in the façade.

Roofs

- The roof is to be constructed of colorbond roof material only. Roof colours which reflect the natural tones of the environment at Sherwood Grange.

5.3 DWELLING SIZE

The minimum dwelling size is:

- 180 square metres in the case of a lot having an area of 500 square metres or greater.

5. Built Form

5.4 TWO STOREY DWELLINGS

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also applies to double storey dwellings on corner allotments. Designers must consider that any dwelling is three dimensional and sight lines to side elevations are part of articulation considerations.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.

5.5 CORNER ALLOTMENTS

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such as verandahs, detailing, feature windows & materials) used on the primary frontage must continue to the part of the secondary frontage that is visible from the public realm.



2 storey, corner allotment and architectural design

5.6 ENERGY EFFICIENCY

An energy smart home takes advantage of the sun's free warmth, light and with the inclusion of energy efficient appliances and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Sherwood Grange must achieve a minimum 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater, if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval; however, a certificate will be required prior to obtaining a Building Permit.

Due to changes to the National Construction Code, new homes built after 1 October 2023 may need to achieve a minimum 7-Star rating when using the Nationwide House Energy Rating Scheme (NatHERS). You should consider whether these new requirements will apply to you.

For information about the new requirements see NCC 2022 (available at <http://ncc.abcb.gov.au>) and contact your local State building regulator. Achieving a 7-star rating may result in increased build costs.

5.7 ROOFS

Articulated roof shapes are preferred with hips and gable roof forms. skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP. Flat roofs behind parapets are accepted. All roofs are to be colorbond.

5. Built Form

5.8 GARAGES

The garage and family car (s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed double garage for car accommodation.

Generally, garages must be constructed within the Building Envelope, although they may be set at a different level to the rest of the dwelling. The garage setback must be a minimum of one (1) metre back from the front building line, this also applies for entry to the garage from the side street boundary, unless otherwise noted.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house.

The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the Building Envelope. Deep excavations on the boundary will not be permitted. The DAP will need to consider the impacts on adjoining lots of any excavation on or near the boundary.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage. Only one crossover per lot is permitted.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered to present an interesting and integrated façade.

5.9 OVERSHADOWING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 81, 82 and 83 is superseded by this Guideline.

5.10 PRIVACY AND OVERLOOKING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 84 is superseded by this Guideline.

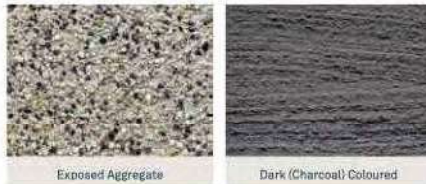
6. External Considerations

6.1 ACCESS AND DRIVEWAYS

Driveways are a major visual element at Sherwood Grange and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances, if so, these need to be discussed and confirmed with the DAP.

Driveways must not be wider than five (5) metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate. Plain concrete is not permitted.



Examples of approved driveway finished.

All driveways must be completed within three (3) months of the Occupancy Permit being issued.

6.2 FENCES

The objective of the DAP is to provide a degree of uniformity and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the community, no front fencing will be permitted.

Fences must be colorbond woodland grey ridge, with black stained treated pine post, to a maximum height of 1.8 metres.

This is consistent with the estate fencing provided along the Racecourse Road frontage. A typical plan and elevation of this fence treatment is shown.

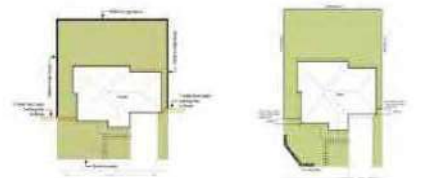
On side boundaries, fencing must commence no closer than one (1) metre behind the building line. (excluding a screen required for overlooking purposes).

All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height of 1.8 metres to the side, street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.

Fences siding onto Waterways or abutting Jacksons Creek Valley

Fences on lots with a rear or side abuttal to the Jacksons Creek valley, waterways and some siding onto the waterway within the subdivision, require fencing that is predominantly open, low or otherwise designed to avoid long stretched of high solid fence interface to the relevant open space.



Typical boundary fencing location

Corner lot fencing

6. External Considerations

6.3 SUSTAINABILITY

Recycled water

Recycled water is intended to be piped to Sherwood Grange.

Water Tanks

All homes must include a rainwater tank with a minimum capacity of 2,000 litres which is to be connected for use in the toilet, laundry and garden.

Photovoltaic Panels

All homes are to have a minimum of 3.0 kW of solar panels and a battery installed to enable the home to be partially run by sustainable energy. The location of solar panels and the battery should be shown on the plans submitted to the DAP.

Hot Water Systems

The main hot water system should be power boosted by a solar panel.

Plumbing

All tapware and appliances should be the most efficient of their type.

6.4 LETTERBOXES

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to occupancy permit.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



6.5 GENERAL

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP:

Normal maintenance, all lots are to be maintained and kept free of excessive weeds, rubbish or garbage and keep all turfed areas presentable.

No car bodies, mechanical equipment, machinery, construction equipment etc shall be stored and or left on site visible from the public realm.

Clothes-lines, Garden Sheds, External Hot Water Services and Ducted Heating Units must not be visible from the street.

Solar Water Heaters are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.

Air-Conditioning Units

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.



Television Antennae are not permitted as television services are available through the Opticomm Fibre Network.

Satellite Dishes will only be approved if located below the roofline of the house and must be screened from public view.

6. External Considerations

6.5 GENERAL CONT.

Rainwater Tanks must be not visible from the street frontage. No external Plumbing to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

External lighting including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

Rubbish Bins & Recycling Bins must be stored out of view from the street.

Caravans, Campervans, Trailers, Boats and Commercial Vehicles. Vehicles with a carrying capacity of one (1) tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street. Unregistered vehicles must be garaged. Provisions must be made for the proper screening and housing of watercraft either in the garage or behind it.

Advertising Signage

Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and Hume City Council.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600mm x 600mm. Such signs must be removed within ten (10) days of the issue of the Occupancy Permit.

Sheds

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4 metres and a maximum ridge height of 3 metres. It is the responsibility of the purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements.

Where a lot is greater than 800m², the DAP can consider sheds of a larger size, subject to compliance with the MCP and building envelope plan.

All sheds are to be erected with a muted/earthy tone Colorbond material.

No temporary or relocatable structures are to be erected or kept on a lot unless for use in the construction of the home.

Carports

No carports are permitted to the front of the dwelling.

Pools

Swimming Pools do not require the approval of the DAP.

Window Furnishings

Internal window furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

6. External Considerations

6.6 LANDSCAPING AND TREE PROTECTION

General Guidelines

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than 3 metres should be planted closer than 2 metres to the house.

Front Gardens

All landscaped areas to the front of the house must be established within three (3) months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include a variety of plants, lawn, garden beds that incorporate ground covers, small to medium shrubs and at least one advanced feature tree in a 75-litre pot when planted in the ground. Artificial turf is not permitted.

The number of plants per garden varies with the size of the lots. As a guide lots, 16 metres shall have a minimum of 40 plants and (at least) one feature tree and lots greater than 16 metres to have a minimum of 50 plants and one (preferably two) feature tree(s).



Examples of acceptable landscaping treatments.

6.7 RETAINING WALL CONTROLS

Retaining wall design of each allotment will be integral to the estate to ensure the site's natural topographic characteristics are retained and the provision of an efficient building envelope for purchasers is achieved.

Where required, Villawood may construct retaining walls within the subject property as part of the civil construction works. Purchasers must not alter any constructed retaining walls without the DAP permission.

If property owners wish to install retaining walls to the front of the building line, the property owner must ensure that the walls match the style, material and construction of the developer constructed walls throughout Sherwood.

Due to the topography of the site many allotments may require additional retaining walls, any proposed retaining wall must adhere to the following controls:

- Retaining walls at street boundaries and within the front building setback are to be constructed out of stone or concrete with stone veneer or other similar materials approved by the DAP.
- Retaining walls must be entirely contained within the subject property and achieve a minimum 500mm setback from the title boundary for a provision for garden bed planting within the area to be retained.
- Retaining walls adjacent to the primary or secondary street frontage, or to public open space areas are preferred to steep embankments and should be kept to a maximum height of 1.0 metres (to any one "rise") and where necessary, several small terraces or tiered retaining walls are preferred.
- Retaining walls to internal rear or side boundaries must be less than 1000mm in height. Where additional retaining is required, walls must be tiered to spread the retaining height between two or more walls. A minimum 500mm wide terrace between each wall must be achieved to incorporate garden bed planting.
- Where retaining is required to existing boundaries external to the site, retaining walls must be a minimum 500mm from the existing boundary to minimise disturbance to existing vegetation.

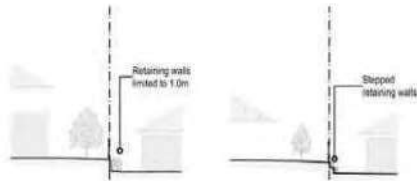
6. External Considerations

6.7 RETAINING WALL CONTROLS CONT.

- Generally, across the site a fill of one (1) metre maximum and a site cut where visible of 1.25 metres.
- Retaining walls constructed of plain concrete, or timber are not permitted in front of the building line or if visible from the street.
- Embankments should not exceed a slope of 1 in 5.
- When undertaking construction works, consideration must be given to the integrity of the adjoining properties retaining walls. Any proposal must be approved by the DAP and subsequently reviewed by a qualified building surveyor. Any alterations must adhere to the requirements of the Building Code of Australia.

6.8 CONSTRUCTION MANAGEMENT

During the construction period, the builder must install a temporary fence and ensure that rubbish and building waste is restrained and contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.



Internal retaining wall



Acceptable



Not Acceptable

6. External Considerations

6.9 BROADBAND NETWORK

Sherwood Grange is an OptiComm Fibre Connected Community. This means that all homes in Sherwood Grange will have access to the OptiComm high speed broadband network. Some benefits of high-speed broadband are:

- Distribution of analogue and digital free to air television;
- Ultra-high-speed internet - even in high usage times and not affected by distance from an exchange;
- Pay TV - choice of providers, and;
- External aerials and satellite dishes are not required.

What you need to do to prepare for High Speed Broadband:

Step 1. Conduit (Pipe) Installation

Ensure your builder has installed a 25 mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder will install the conduit, which will need to be installed during the construction of your home.

Step 2. Prepare your home to be able to distribute the Internet, Telephone, TV and other services throughout your rooms

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Sherwood Grange Optical Fibre Network has to offer. It is recommended that you arrange a quote to cable your new home from your builder or OptiComm's contractors early in your construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured Cabling is an additional cost to the conduit and customer connection.

Step 3. Connection to the Optical Fibre Network

When you have received your Certificate of Occupancy or are about two (2) weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the Power Supply Unit (back-up battery not included);
- Access to Free to Air Digital and Analogue (if available) TV signals, and;
- Access to Foxtel Pay TV signals (resident to arrange for Foxtel connection at their cost).

Step 4. Contact a Retail Internet and Telephone Service Provider

Finally, the last step involves contacting a Retail Service Provider to arrange the connection of your Retail Internet and Telephone Services (see details over page). You will be contracting the Retail Service Provider to provide the Internet and Telephone Services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are at Sherwood Grange
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the Optical Fibre and Hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:
www.opticomm.net.au

7. Notes and Definitions

7.1 NOTES ON RESTRICTIONS

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the Building Envelope plan or Profile Diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

7.2 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the Building Act 1993:

- Building
- Lot

In Part 5 of Building Regulations 2018:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the Victoria Planning Provisions, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

7.3 ADDITIONAL DEFINITIONS

Edge Boundary

Edge Boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An Edge Boundary lot is marked "E" on the Building Envelope plan.

Front street or Main Street frontage

Front Street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the Front Street may be identified by the letter "F" in the Building Envelope Plan or will be as agreed in writing by the DAP.

Side boundary

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Street

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

Standard lot

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.



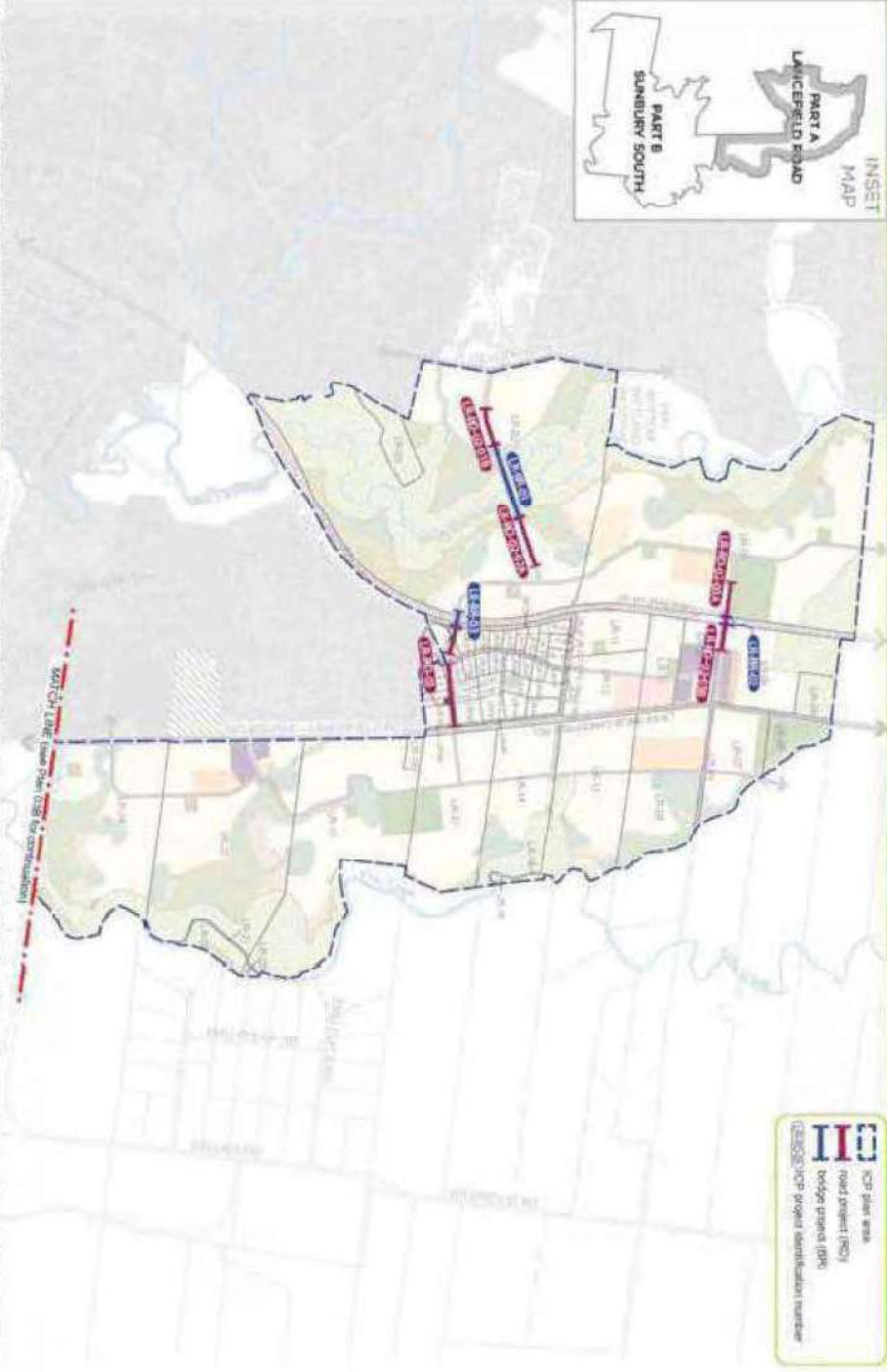
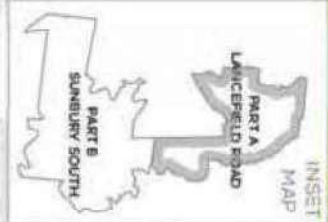
8. Building Envelopes


Building regulations 73, 74, 75, 79, 81, 82, 83, 84, & 85 are superseded by the Approved Building Envelopes.

To be read in conjunction with Building Envelope Profiles and the Plan of Subdivision for relevant stage.



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 HIE
 HIE
 HIE

ICP plan area
 road project (RS)
 budget project (BP)
 HIE ICP project identification number



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PLAN OF SUBDIVISION		EDITION 1	PS 832950F	
LOCATION OF LAND PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY(PART) TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: - TITLE REFERENCE: C/T VOL FOL LAST PLAN REFERENCE: LOT C on PS 842444Q POSTAL ADDRESS: 250 RACECOURSE ROAD (at time of subdivision) SUNBURY 3429 MGA2020 CO-ORDINATES: E: 299 954 ZONE: 55 (of approx centre of land in plan) N: 5 841 100				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON		This is a SPEAR Plan. Land being subdivided is enclosed within thick continuous lines Lots 1 to 300, and A to C (all inclusive) have been omitted from this plan.	
ROAD R-1 RESERVE No.1	HUME CITY COUNCIL HUME CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION : DOES NOT APPLY				
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No: P22159 This survey has been connected to permanent marks No(s): BUTTLEJORRK PM 56 & 92 In Proclaimed Survey Area No. 46				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
SEE SHEET 2 FOR EASEMENT INFORMATION				

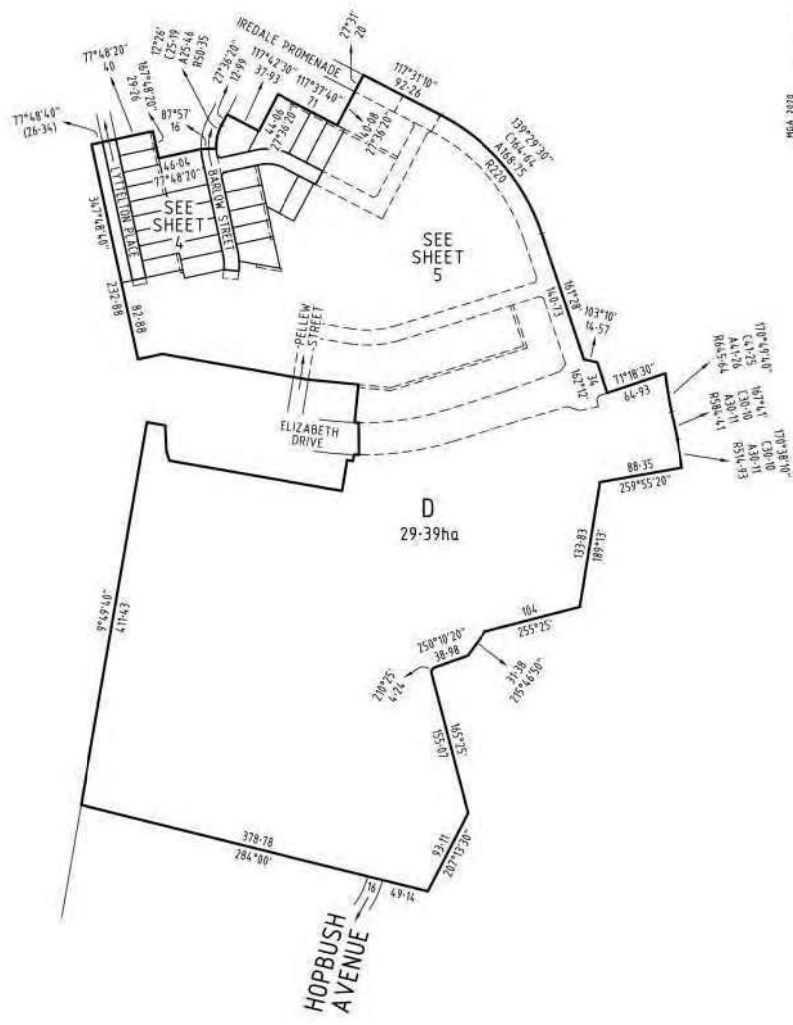
PS 832950F

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1	DRAINAGE	3	THIS PLAN	HUME CITY COUNCIL
E-1	SEWERAGE	3	THIS PLAN	WESTERN REGION WATER CORPORATION
E-2	DRAINAGE	3	PS 842444Q	HUME CITY COUNCIL
E-2	SEWERAGE	3	PS 842444Q	WESTERN REGION WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	PS 842444Q	HUME CITY COUNCIL
E-3	SEWERAGE	SEE PLAN	PS 842444Q	WESTERN REGION WATER CORPORATION
E-4	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-4	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS 842444Q	HUME CITY COUNCIL
E-5	SEWERAGE	SEE PLAN	PS 842444Q	WESTERN REGION WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-5	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-6	CARRIAGEWAY	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-6	GAS	SEE PLAN	THIS PLAN	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-7	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-7	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-7	CARRIAGEWAY	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-7	GAS	SEE PLAN	THIS PLAN	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD

PS 832950F



PS 832950F



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Melbourne VIC 3007
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SCALE 1:1000

ORIGINAL SHEET SIZE A3

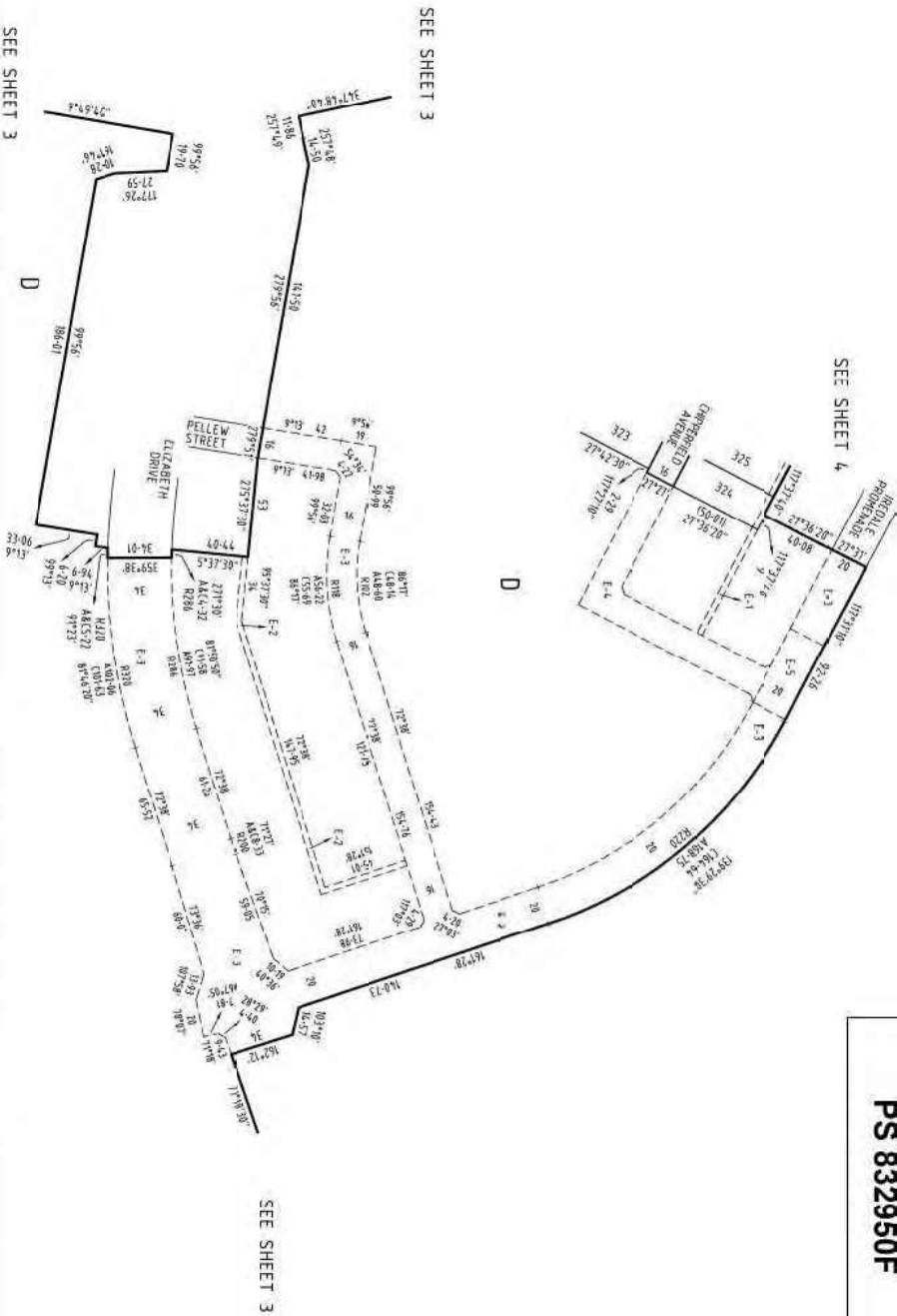
SHEET 4

ENLARGEMENT SCALE 1:750

Licensed Surveyor Stephen Anthony Moita
Version: 4

PS 832950F

MSA 2020
ZONE 55



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SCALE 1:2000

ORIGINAL SHEET SIZE: A3

SHEET 5

Licensed Surveyor: Stephen Anthony Motta
Version: 4

PS 832950F

CREATION OF RESTRICTION 1

The following restriction is to be created upon Registration of this plan by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

For the purposes of this restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

Land to Benefit: Lots 301 to 328 (all inclusive) on this plan

Land to be Burdened: Lots 301 to 328 (all inclusive) on this plan

DESCRIPTION OF RESTRICTION

Except with the written consent of the Responsible Authority and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

Design Guidelines

- (a) build or allow to be built on the Lot any building other than a building which has been approved by the Sherwood Grange Design Assessment Panel in accordance with the Sherwood Grange Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
- (b) construct or permit to be constructed more than one dwelling on any burdened lot.

Building Envelopes and MCP

- (c) build or erect or allow to be built on the Lot any building other than building which is built in accordance with the building envelope plans and provisions shown on the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA..... which memorandum of common provisions is incorporated into and by this plan.

Expiry

- (d) the restrictions specified in paragraphs (a) and (b) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect 1 year after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.
- (e) the restrictions specified in paragraph (c) shall cease to burden any Lot on the Plan of Subdivision with effect 10 years after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.

CREATION OF RESTRICTION 2

The following restriction is to be created upon registration of this plan:

For the purposes of this restriction: a) A dwelling means a house
b) A building means any structure except a fence

Land to Benefit: Lots 301 to 328 (all inclusive) on this plan

Land to be Burdened: Lots 301 to 328 (all inclusive) on this plan

Description of Restriction:

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

- (a) Construct any dwelling or commercial building unless that building incorporates dual plumbing for alternative water supply for toilet flushing and garden watering use should an alternative water supply become available.

PLAN OF SUBDIVISION		EDITION 1	PS 909593C	
LOCATION OF LAND PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY(PART) PARISH: BULLA BULLA SECTION: 21 CROWN ALLOTMENT: 1 (PART) PARISH: BOLLINDA SECTION: 1 CROWN ALLOTMENT: 3 & 4 (PARTS) TITLE REFERENCE: C/T VOL FOL LAST PLAN REFERENCE: LOT F on PS 906055Y POSTAL ADDRESS: 250 RACECOURSE ROAD (at time of subdivision) SUNBURY 3429 MGA2020 CO-ORDINATES: E: 300 250 ZONE: 55 (of approx centre of land in plan) N: 5 840 880				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON			
ROAD R-1 RESERVE No.1	HUME CITY COUNCIL HUME CITY COUNCIL			
NOTATIONS		This is a SPEAR Plan. Land being subdivided is enclosed within thick continuous lines. Lots 1 to 700 and A to F (all inclusive) have been omitted from this plan.		
DEPTH LIMITATION : DOES NOT APPLY				
SURVEY : This plan is based on survey				
STAGING : This is not a staged subdivision				
Planning Permit No. P22159 This survey has been connected to permanent marks Nos. Ruttlejorrk PM 56 & 62 in Proclaimed Survey Area No. 46				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
SEE SHEET 2 FOR EASEMENT DETAILS				
SHERWOOD GRANGE ESTATE - STAGE 7 (27 LOTS)			AREA OF STAGE - 3.886ha	
 414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9593 7888 spiire.com.au		SURVEYORS FILE REF: 305953SV00-V1		ORIGINAL SHEET SIZE: A3
		Licensed Surveyor: Stephen Anthony Motta Version: 1		SHEET 1 OF 8

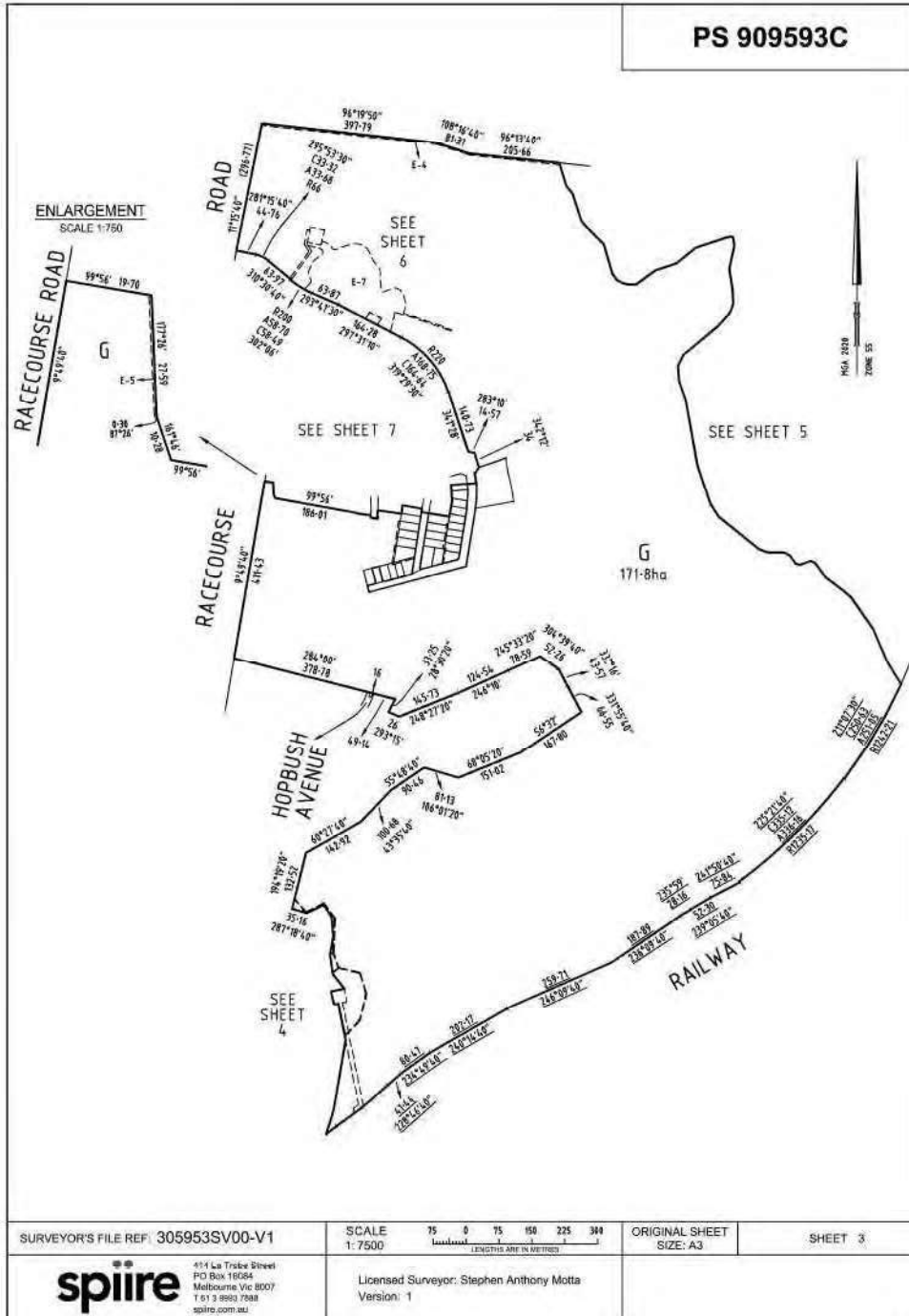
PS 909593C

EASEMENT INFORMATION

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

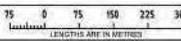
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
A-1	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 842475D	LAND IN THIS PLAN
E-1	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981
E-2	SEWERAGE	SEE PLAN	PS 730378B	WESTERN WATER
E-3	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981
E-3	SEWERAGE	SEE PLAN	PS 730378B	WESTERN WATER
E-4	CARRIAGEWAY	4	PS 730378B	LOT 2 ON PS 730378B
E-5	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 842444Q	THE RELEVANT ABUTTING LOT ON PS 842444Q
E-6	SEWERAGE	SEE PLAN	PS 832946V	GREATER WESTERN WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS 832946V	GREATER WESTERN WATER CORPORATION
E-6	POWERLINE	SEE PLAN	PS 832946V - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-7	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	PS 832946V	MELBOURNE WATER CORPORATION
E-8	SEWERAGE	SEE PLAN	PS 832946V	GREATER WESTERN WATER CORPORATION
E-9	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	PS 832946V	MELBOURNE WATER CORPORATION
E-9	DRAINAGE	SEE PLAN	PS 832946V	HUME CITY COUNCIL
E-10	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 906055Y	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-11	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-11	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-12	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-13	SEWERAGE	0.30	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-13	DRAINAGE	0.30	THIS PLAN	HUME CITY COUNCIL
E-13	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
SURVEYOR'S FILE REF: 305953SV00-V1			ORIGINAL SHEET SIZE: A3	SHEET 2
 <small>411 La Trobe Street PO Box 110064 Melbourne, Vic 3007 T 61 3 8893 7988 spiire.com.au</small>		Licensed Surveyor: Stephen Anthony Motta Version: 1		

PS 909593C



SURVEYOR'S FILE REF: 305953SV00-V1

SCALE 1:7500



ORIGINAL SHEET SIZE: A3

SHEET 3

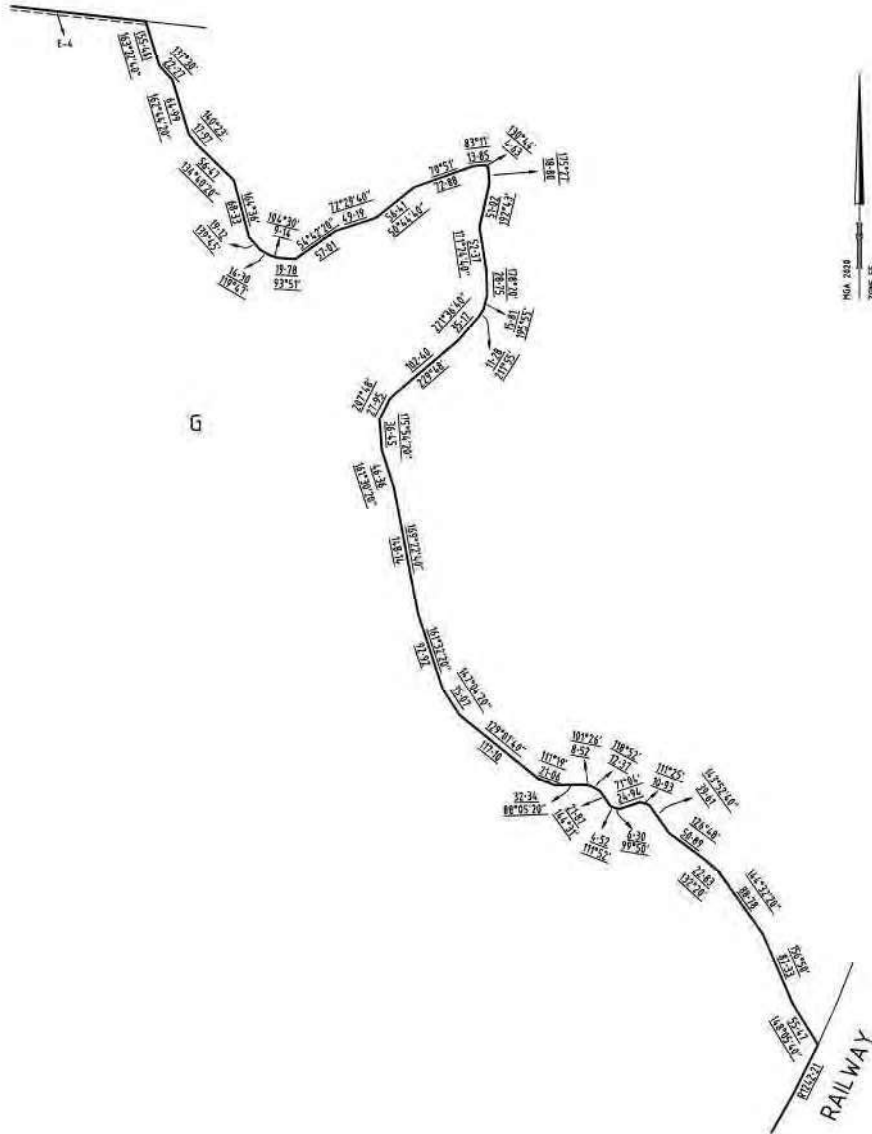
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Version: 1

PS 909593C

SEE SHEET 3



G

SEE SHEET 3

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 LENGTHS ARE IN METRES

ORIGINAL SHEET
 SIZE: A3

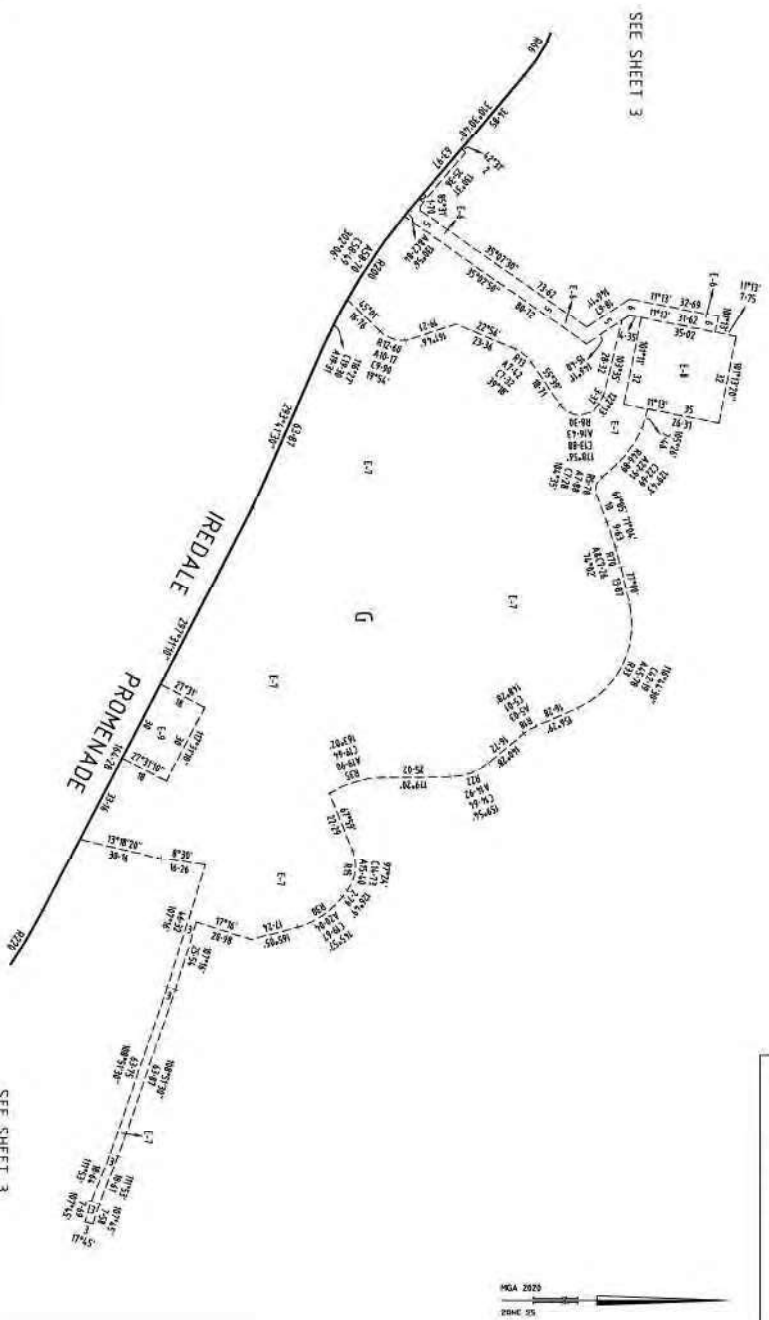
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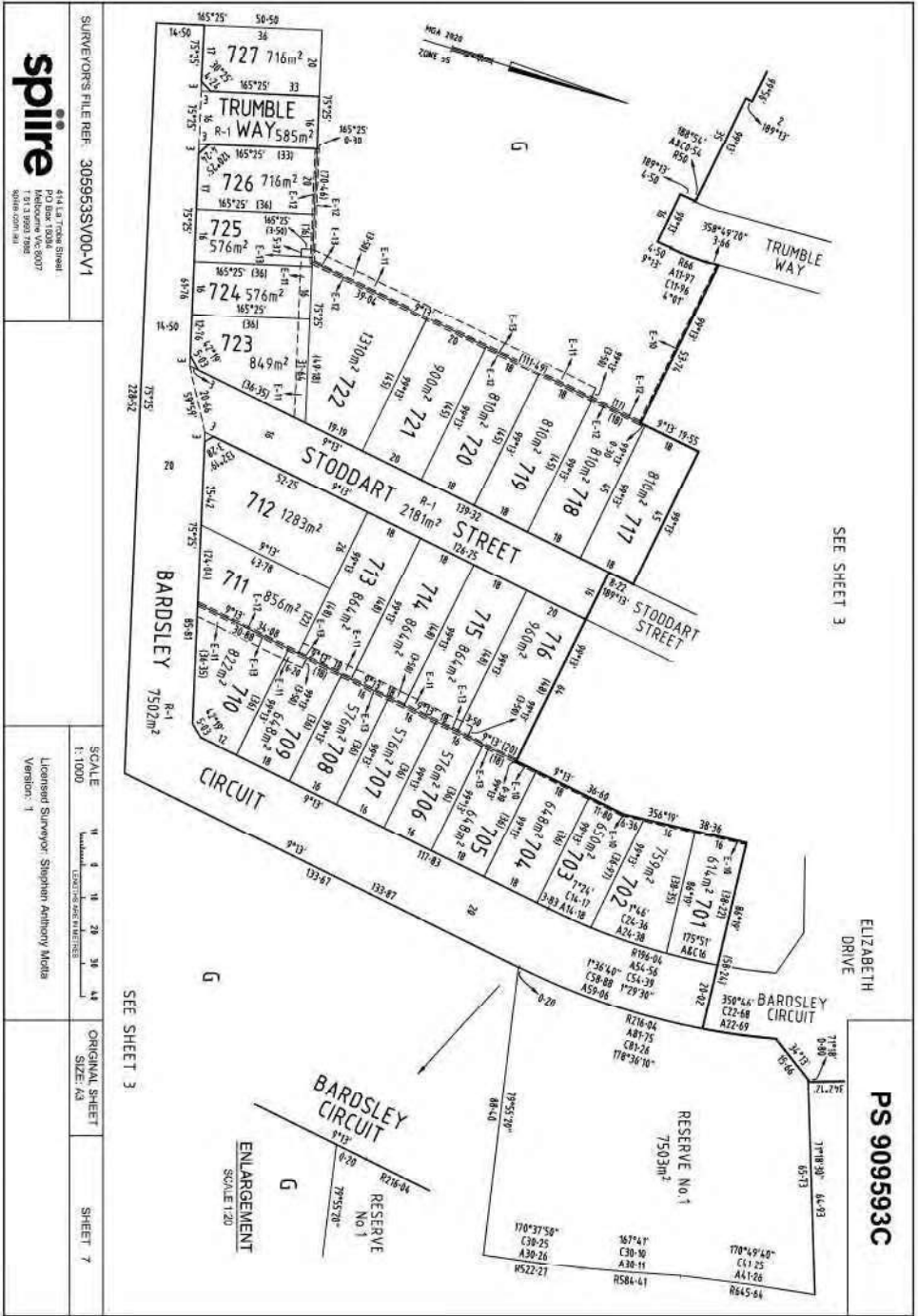
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 Version: 1

PS 909593C



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4/1 LA TONG STREET Melbourne VIC 3007 1 31 3993 7886 SPIRE.COM.AU		100 4 05 20 31.5 30		SHEET A3			
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SCALE 1:1000

Licensed Surveyor Stephen Anthony Mada
 Version: 1

ORIGINAL SHEET SIZE: A3

SHEET 7

SEE SHEET 3

SEE SHEET 3

ENLARGEMENT SCALE 1:20

CREATION OF RESTRICTION 1

The following restriction is to be created upon Registration of this plan by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1986.

For the purposes of this restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

Land to Benefit: Lots 701 to 727 (both inclusive) on this plan

Land to be Burdened: Lots 701 to 727 (both inclusive) on this plan

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

Design Guidelines

- (a) build or allow to be built on the Lot any building other than a building which has been approved by the Sherwood Grange Design Assessment Panel in accordance with the Sherwood Grange Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
- (b) construct or permit to be constructed more than one dwelling on any burdened lot.

Building Envelopes and MCP

- (c) build or erect or allow to be built on the Lot any building other than building which is built in accordance with the building envelope plans and provisions shown on the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA..... which memorandum of common provisions is incorporated into and by this plan.

Expiry

- (d) the restrictions specified in paragraphs (a) and (b) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect 1 year after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.
- (e) the restrictions specified in paragraph (c) shall cease to burden any Lot on the Plan of Subdivision with effect 10 years after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.

CREATION OF RESTRICTION 2

The following restriction is to be created upon registration of this plan,

- For the purposes of this restriction:
- a) A dwelling means a house
 - b) A building means any structure except a fence


Land to Benefit: Lots 701 to 727 (both inclusive) on this plan

Land to be Burdened: Lots 701 to 727 (both inclusive) on this plan

Description of Restriction:

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

- (a) Construct any dwelling or commercial building unless that building incorporates dual plumbing for alternative water supply for toilet flushing and garden watering use should an alternative water supply become available.

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PLAN OF SUBDIVISION		EDITION 1	PS 909578X	
LOCATION OF LAND PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY(PART) TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: - TITLE REFERENCE: C/T VOL ... FOL ... LAST PLAN REFERENCE: LOT G on PS 909593C POSTAL ADDRESS: 250 RACECOURSE ROAD, (at time of subdivision) SUNBURY 3429 MGA2020 CO-ORDINATES: E: 300 080 ZONE: 55 (of approx centre of land in plan) N: 5 840 710				
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON	This is a SPEAR Plan. Land being subdivided is enclosed within thick continuous lines. Lots 1 to 800 and A to G (all inclusive) have been omitted from this plan.		
ROAD R:1	HUME CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION : DOES NOT APPLY SURVEY : This plan is based on survey STAGING : This is not a staged subdivision Planting Permit No. P22159 This survey has been connected to permanent marks Nos. Buttlejork PM 58 & 92 In Proclaimed Survey Area No. 46				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to all of the land in this plan				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
SEE SHEET 2 FOR EASEMENT DETAILS				

PS 909578X

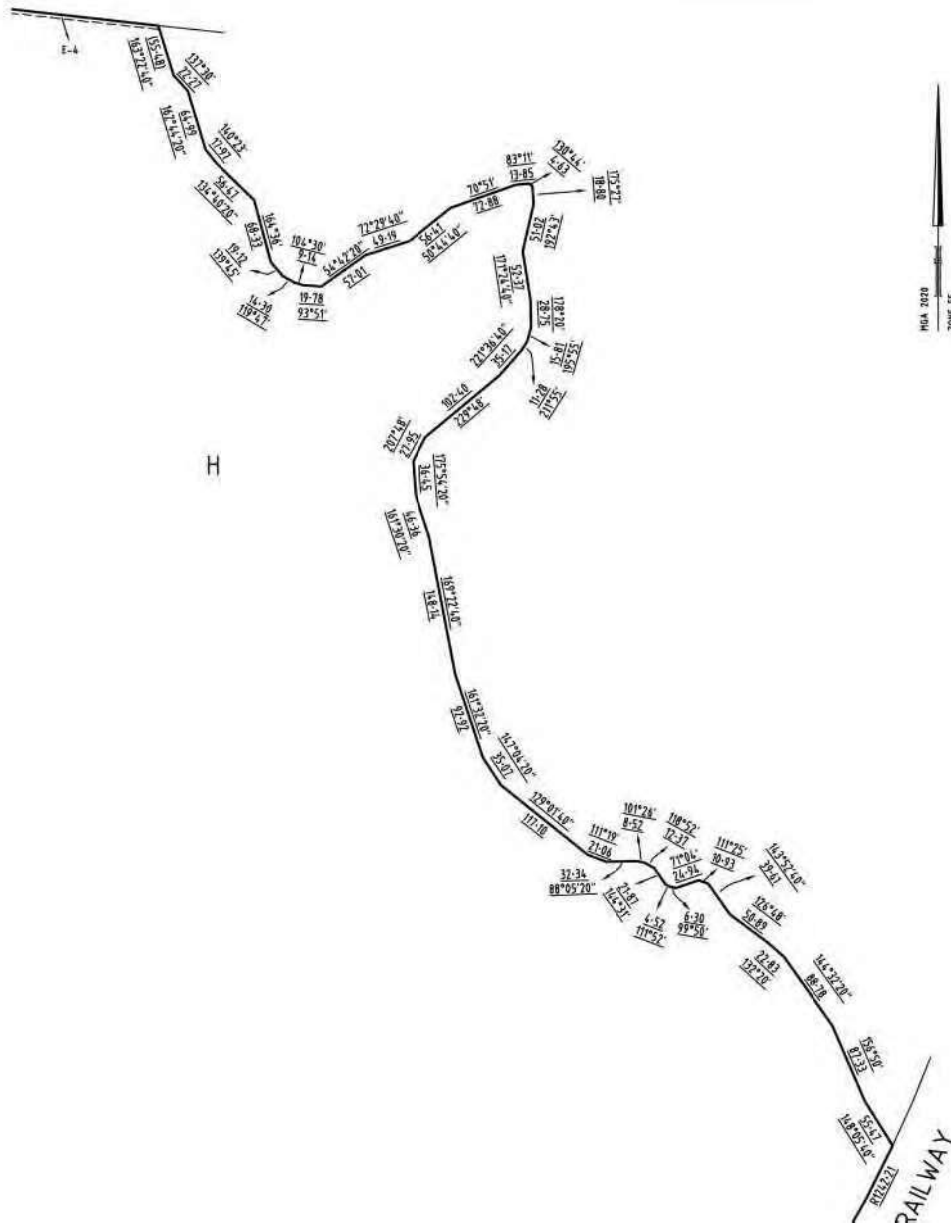
EASEMENT INFORMATION

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

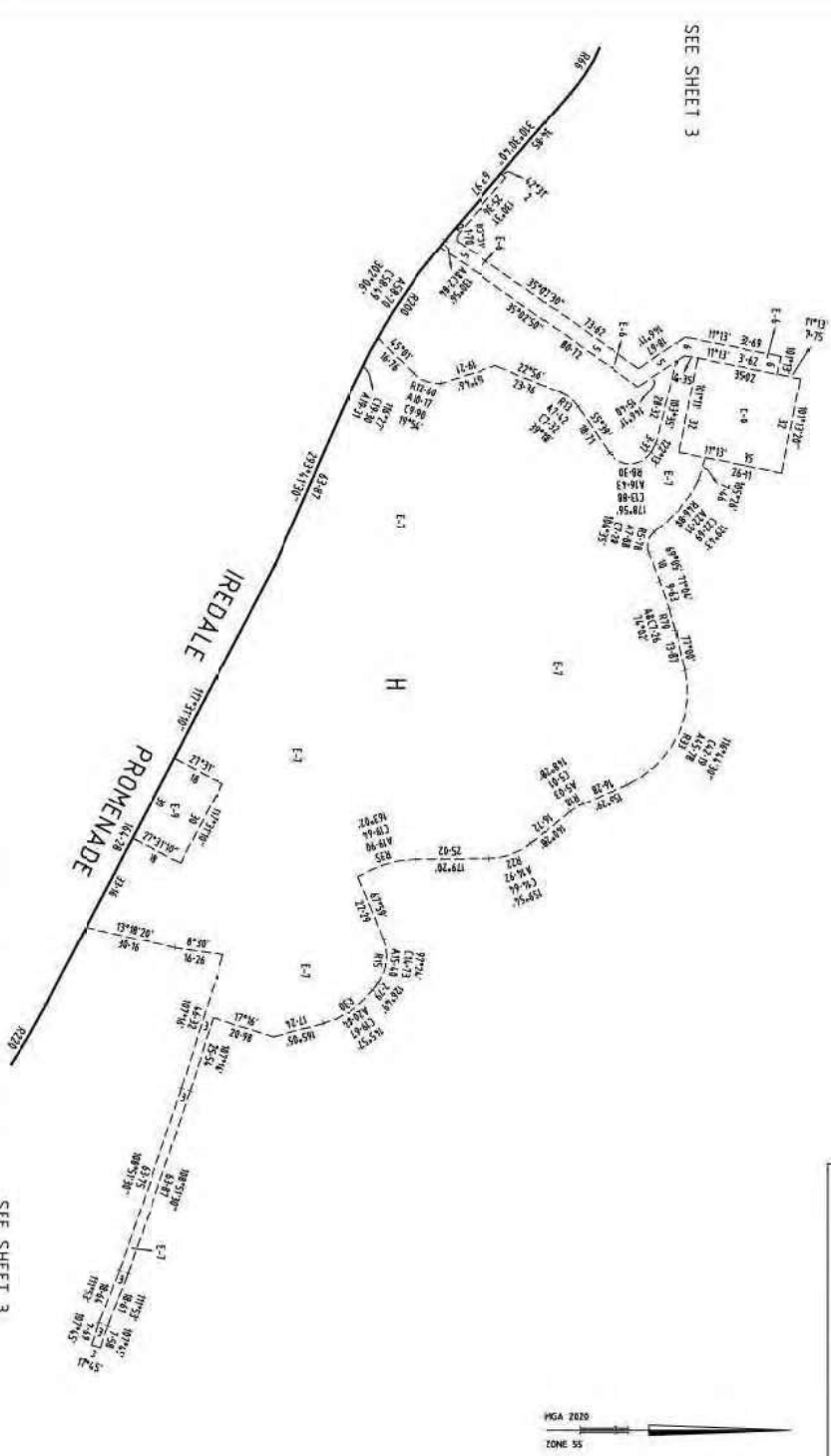
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
A-1	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 909593C	LAND IN THIS PLAN
A-2	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 906055Y	LAND IN THIS PLAN
E-1	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981
E-2	SEWERAGE	SEE PLAN	PS 730378B	WESTERN WATER
E-3	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981
E-3	SEWERAGE	SEE PLAN	PS 730378B	WESTERN WATER
E-4	CARRIAGEWAY	4	PS 730378B	LOT 2 ON PS 730378B
E-5	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 842444Q	THE RELEVANT ABUTTING LOT ON PS 842444Q
E-6	SEWERAGE	SEE PLAN	PS 832946V	GREATER WESTERN WATER CORPORATION
E-6	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	SEE PLAN	PS 832946V	GREATER WESTERN WATER CORPORATION
E-6	POWERLINE	SEE PLAN	PS 832946V - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-7	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	PS 832946V	MELBOURNE WATER CORPORATION
E-8	SEWERAGE	SEE PLAN	PS 832946V	GREATER WESTERN WATER CORPORATION
E-9	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	PS 832946V	MELBOURNE WATER CORPORATION
E-9	DRAINAGE	SEE PLAN	PS 832946V	HUME CITY COUNCIL
E-10	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 906055Y	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-11	SEWERAGE	3.50	PS 909593C	GREATER WESTERN WATER CORPORATION
E-11	DRAINAGE	3.50	PS 909593C	HUME CITY COUNCIL
E-12	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 909593C	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-13	SEWERAGE	0.30	PS 909593C	GREATER WESTERN WATER CORPORATION
E-13	DRAINAGE	0.30	PS 909593C	HUME CITY COUNCIL
E-13	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS 909593C	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-14	SEWERAGE	3.50	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-14	DRAINAGE	3.50	THIS PLAN	HUME CITY COUNCIL
E-15	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-16	SEWERAGE	0.30	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-16	DRAINAGE	0.30	THIS PLAN	HUME CITY COUNCIL
E-16	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN

PS 909578X

SEE SHEET 3



PS 909578X



SEE SHEET 3

SEE SHEET 3



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spire 414 La Trobe Street PO Box 1094 Melbourne VIC 3007 spire.com.au	
SCALE 1:1250	25 50 75 100 METRES
ORIGINAL SHEET SIZE: A3	SHEET 6
Licencee: Surveyor: Stephen Anthony Motta Version: 2	



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SURVEYOR'S FILE REF: 305954S/00

SCALE 1:1000
 ORIGINAL SHEET SIZE: A3
 SHEET 7

SEE SHEET 3

ENLARGEMENT
 SCALE 1:250

PS 909578X

CREATION OF RESTRICTION 1

The following restriction is to be created upon Registration of this plan by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

For the purposes of this restriction: a) A dwelling means a house
b) A building means any structure except a fence

Land to Benefit: Lots 801 to 834 (both inclusive) on this plan
Land to be Burdened: Lots 801 to 834 (both inclusive) on this plan

DESCRIPTION OF RESTRICTION

Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

Design Guidelines

- (a) build or allow to be built on the Lot any building other than a building which has been approved by the Sherwood Grange Design Assessment Panel in accordance with the Sherwood Grange Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
- (b) construct or permit to be constructed more than one dwelling on any burdened lot.

Building Envelopes and MCP

- (c) build or erect or allow to be built on the Lot any building other than building which is built in accordance with the building envelope plans and provisions shown on the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA....., which memorandum of common provisions is incorporated into and by this plan.

Expiry

- (d) the restrictions specified in paragraphs (a) and (b) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect 1 year after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.
- (e) the restrictions specified in paragraph (c) shall cease to burden any Lot on the Plan of Subdivision with effect 10 years after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.

CREATION OF RESTRICTION 2

The following restriction is to be created upon registration of this plan:

For the purposes of this restriction: a) A dwelling means a house
b) A building means any structure except a fence

Land to Benefit: Lots 801 to 834 (both inclusive) on this plan
Land to be Burdened: Lots 801 to 834 (both inclusive) on this plan

Description of Restriction:

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

- (a) Construct any dwelling or commercial building unless that building incorporates dual plumbing for alternative water supply for toilet flushing and garden watering use should an alternative water supply become available.

PLAN OF SUBDIVISION	EDITION 1	PS918485E
----------------------------	-----------	------------------

LOCATION OF LAND
 PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK
 WJT CLARKES CROWN SPECIAL SURVEY(PART)

PARISH: BULLA BULLA
 SECTION: 21
 CROWN ALLOTMENT: 1 (PART)

PARISH: BOLLINDA
 SECTION: 1
 CROWN ALLOTMENT: 3 & 4 (PARTS)

TITLE REFERENCE: VOL ... FOL ...

LAST PLAN REFERENCE: LOT P on PS909578X

POSTAL ADDRESS: 250 RACECOURSE ROAD,
 (at time of subdivision) SUNBURY 3429

MGA2020 CO-ORDINATES: E: 300 050 ZONE: 55
 (of approx centre of land in plan) N: 5 840 680

VESTING OF ROADS AND/OR RESERVES	NOTATIONS
---	------------------

IDENTIFIER	COUNCIL / BODY / PERSON	This is a SPEAR Plan. Dimensions underlined thus <u>41.44</u> are not the result of survey. Land being subdivided is enclosed within thick continuous lines Lots 1 to 812, 822 to 828, and A to P (all inclusive) have been omitted from this plan. <u>Other purpose of this plan</u> To remove by agreement E-24 created in PS909578X that lies within Shrewsbury Avenue on this plan via section 6(1)(k) of the Subdivision Act 1988. To remove by agreement that part of E-6 created in PS909593C that lies within Bardsley Crescent on this plan via section 6(1)(k) of the Subdivision Act 1988.
ROAD R-1	HUME CITY COUNCIL	

NOTATIONS

DEPTH LIMITATION : DOES NOT APPLY

SURVEY : This plan is based on survey PS832946V

STAGING : This is not a staged subdivision

Planning Permit No. P22159

This survey has been connected to permanent marks Nos. Buttlejork PM 56 & 92

In Proclaimed Survey Area No. 46


EASEMENT INFORMATION

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

Section 12(2) of the Subdivision Act 1988 applies to all of the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
A-1	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS909578X	LAND IN THIS PLAN
E-1	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS842444Q	THE RELEVANT ABUTTING LOT ON PS842444Q
E-2	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	PS909578X	THE RELEVANT ABUTTING LOT ON PS909578X
E-3	SEWERAGE	SEE DIAG	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-3	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-4	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-5	SEWERAGE	0.30	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-5	DRAINAGE	0.30	THIS PLAN	HUME CITY COUNCIL
E-5	SUPPORT (STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES)	0.30	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-6	SEWERAGE	5	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-6	DRAINAGE	5	THIS PLAN	HUME CITY COUNCIL
E-7	SEWERAGE	SEE DIAG	PS909578X	GREATER WESTERN WATER CORPORATION
E-7	DRAINAGE	SEE DIAG	PS909578X	HUME CITY COUNCIL
E-8	SEWERAGE	2.50	PS909593C	GREATER WESTERN WATER CORPORATION
E-9	DRAINAGE	SEE DIAG	PS909593C	HUME CITY COUNCIL

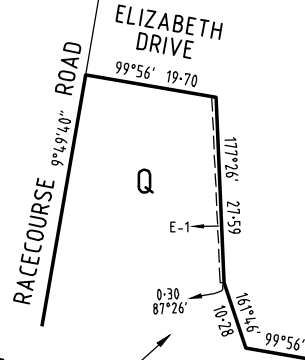
SHERWOOD GRANGE ESTATE - STAGE 8B (16 LOTS)	AREA OF STAGE - 1.752ha
--	--------------------------------

	414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au	SURVEYORS FILE REF: 321629-000SV00	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 4
	Licensed Surveyor: Stephen Anthony Motta Version: 3			

PS918485E

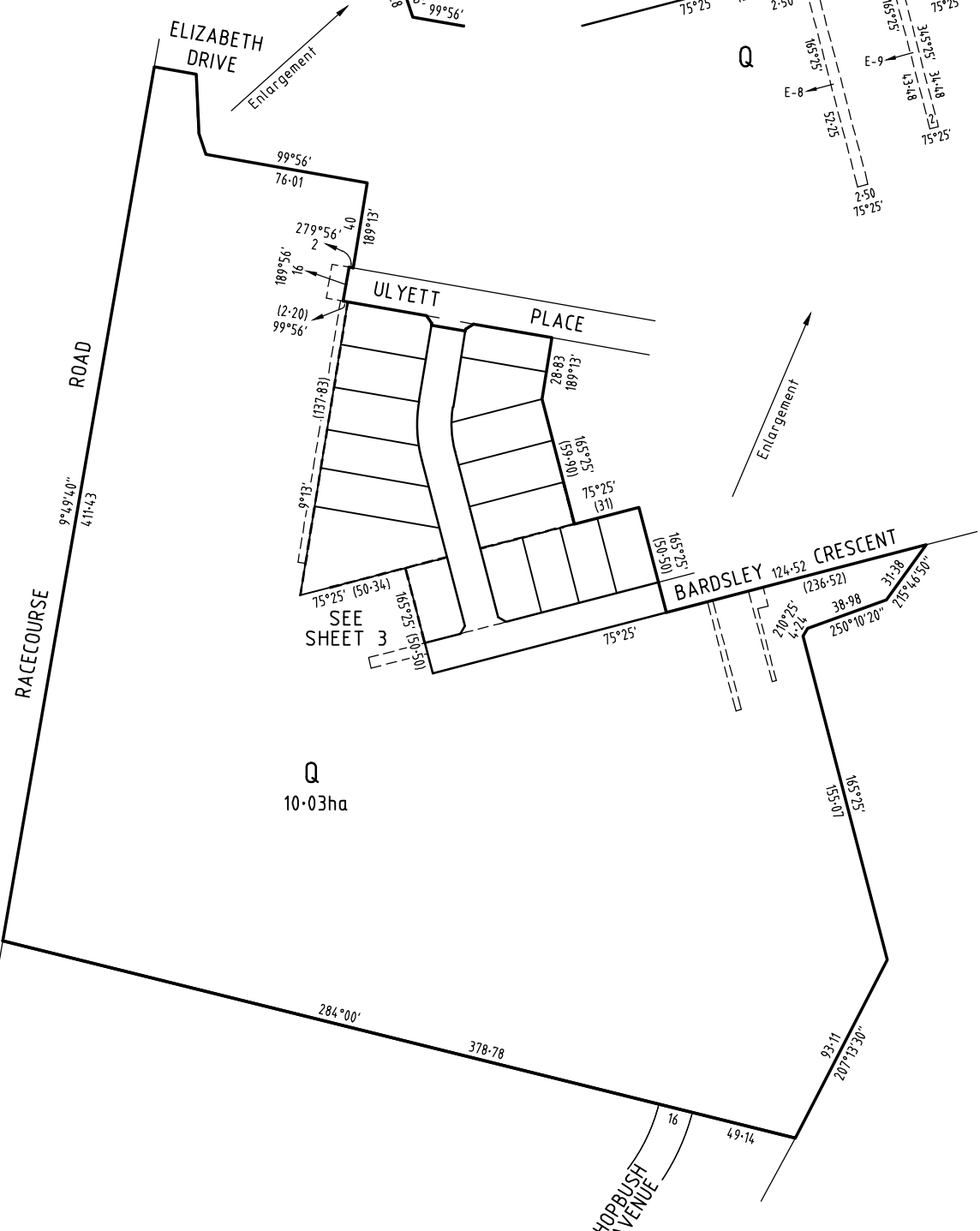
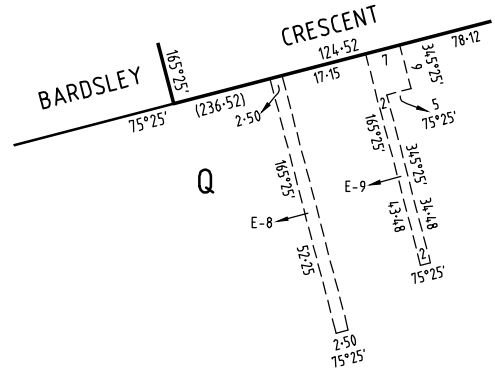
ENLARGEMENT

SCALE 1:750



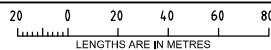
ENLARGEMENT

SCALE 1:1000



SURVEYOR'S FILE REF: 321629-000SV00

SCALE 1: 2000



ORIGINAL SHEET SIZE: A3

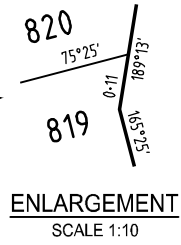
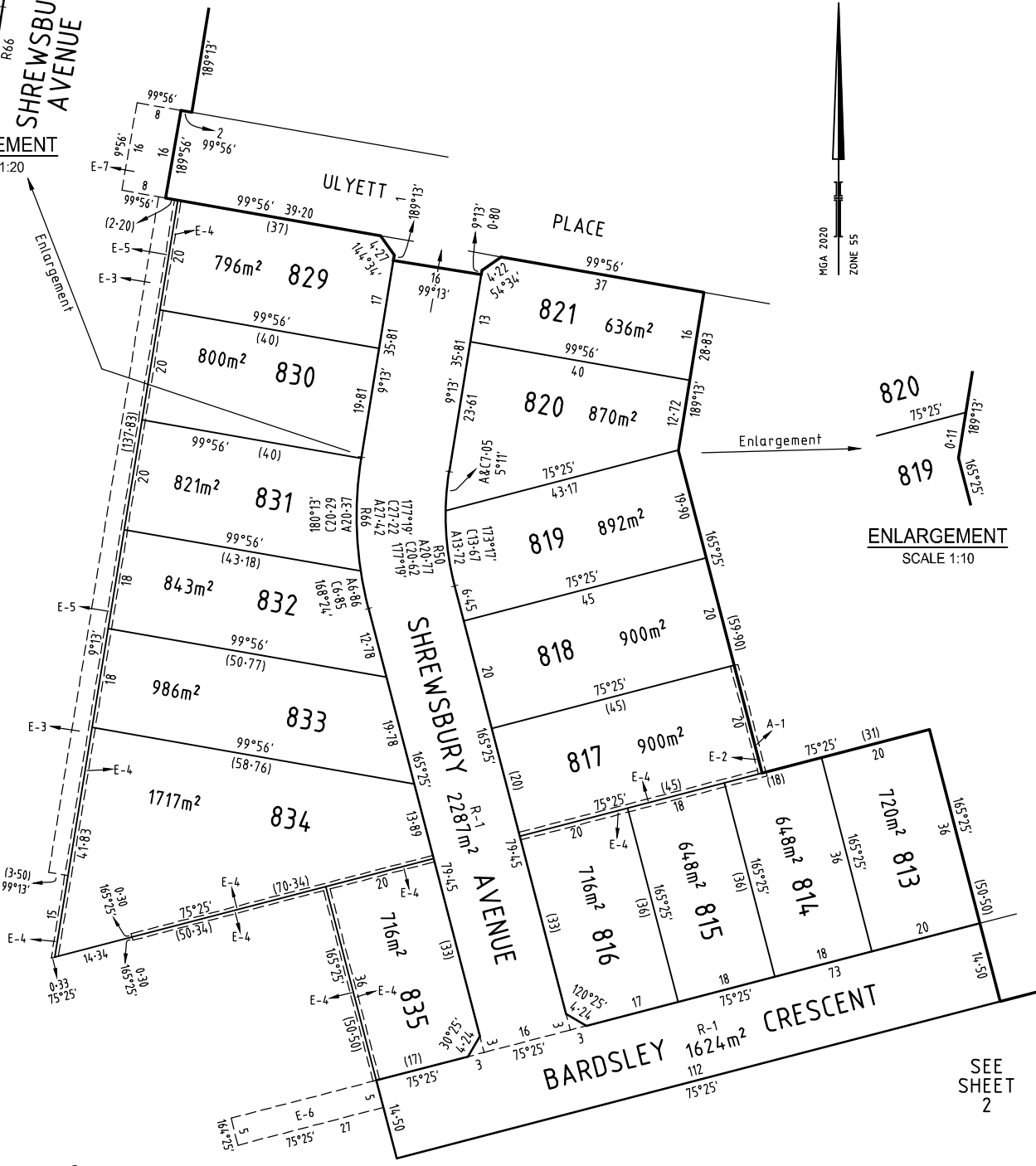
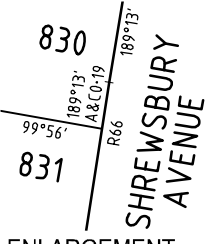
SHEET 2



414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9993 7888
 spiire.com.au

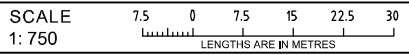
Licensed Surveyor: Stephen Anthony Motta
 Version: 3

SEE SHEET 2



SEE SHEET 2

SURVEYOR'S FILE REF: 321629-000SV00



ORIGINAL SHEET SIZE: A3

SHEET 3

spiire
 414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9993 7888
 spiire.com.au

Licensed Surveyor: Stephen Anthony Motta
 Version: 3

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1160866

APPLICANT'S NAME & ADDRESS

**HWL EBSWORTH LAWYERS C/- INFOTRACK (MAJOR
ACCOUNTS) C/- LANDATA**

DOCKLANDS

VENDOR

SALESIAN SOCIETY (VIC) INC

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

657961

This certificate is issued for:

LOT 623 PLAN PS906055 ALSO KNOWN AS 119 ELIZABETH DRIVE SUNBURY
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 10
- is within a SPECIFIC CONTROLS OVERLAY
- and a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE
CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
[https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-
legislation/growth-areas-infrastructure-contribution](https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-
legislation/growth-areas-infrastructure-contribution)

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

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

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

28 July 2025

Sonya Kilkenny
Minister for Planning

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

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

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

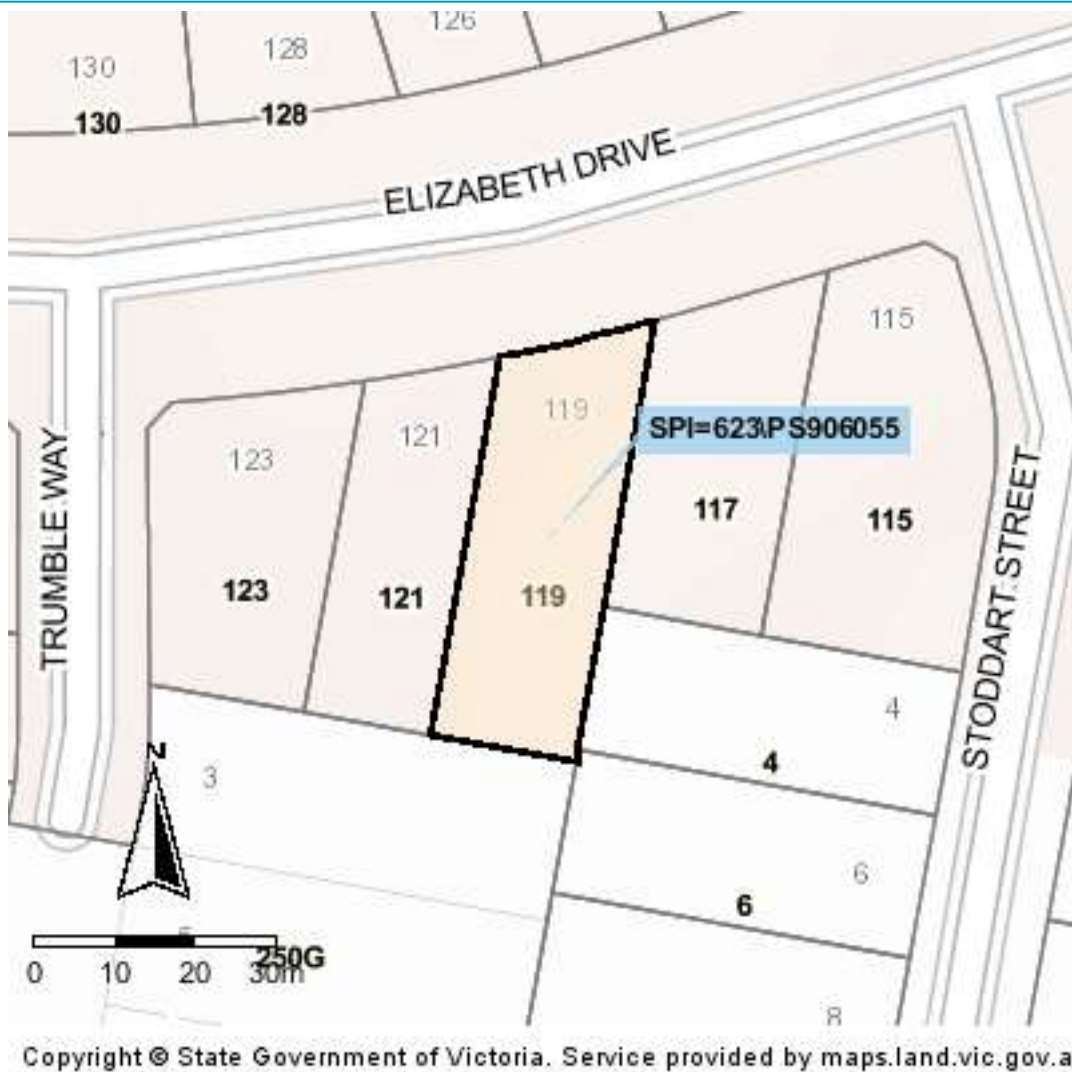
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Property No : 751084
Certificate No : eLIC079486
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2026
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

Your Reference: 657961
 Date of Issue: 28/07/2025

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

PO BOX 119
 DALLAS 3047

 Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Property Description:	Lot 623 PS 906055Y Vol 12509 Fol 504
Property Situated:	119 ELIZABETH DR SUNBURY VIC 3429

Site Value \$445000	C.I.V. \$445000	N.A.V. \$22250	AVPCC 100
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The level of valuation is 1/01/2025 and the Date the Valuation was adopted for Rating Purposes is 1/07/2025

RATES AND CHARGES FROM	01/07/2025	TO	30/06/2026
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$1,012.30		\$1,012.30
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
ESVF Levy	\$212.90		\$212.90
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$229.67		\$229.67
Arrears as at 30/06/2025			\$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	\$1,454.87		\$1,454.87

**PLEASE NOTE :	Rates for 2025/2026 are payable by four instalments on the following dates 30/09/2025, 30/11/2025, 28/02/2026 & 31/05/2026
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OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS TOTAL OUTSTANDING AT ISSUE DATE :	\$1,454.87
--	-------------------

All overdue rates and charges must be paid at settlement..

Property No : 751084
Certificate No : eLIC079486
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2026
All Enquiries and Updates to Rates on 9205 2688

Property Situated: 119 ELIZABETH DR SUNBURY VIC 3429

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Council's Planning & Development Team on telephone (03) 9205 2200 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$30.60 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
28/07/2025

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Billier Code: 357947
Ref: 7510845

If settling outstanding amounts via BPAY please send advice to rates@hume.vic.gov.au



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77566274-023-5

Statement number

6506505096

Date of Issue 28 Jul 2025**Total amount**

\$306.12

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 119 ELIZABETH DRIVE, SUNBURY VIC 3429

Property number 2024400000

Lot on Plan 623\PS906055

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **79117210006**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518

**Australia Post**

Billpay code: **0362**

Ref: **0791 1721 0004**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 079117210004

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Parks	\$89.80	Quarterly	\$0.00	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$0.00	\$0.00
Total annual charges	\$214.80		\$0.00	-\$87.19 CR

Other charges and adjustments

Service charges owing for previous financial years	\$178.51
Adjustments	\$0.00
Total charges and adjustment	-\$87.19 CR

Outstanding charges

Current balance	-\$87.19 CR
Plus remainder service charges to be billed	\$393.31
Total charges	\$306.12

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Where applicable, this statement gives particulars of Greater Western 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 Greater Western Water meter.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - www.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

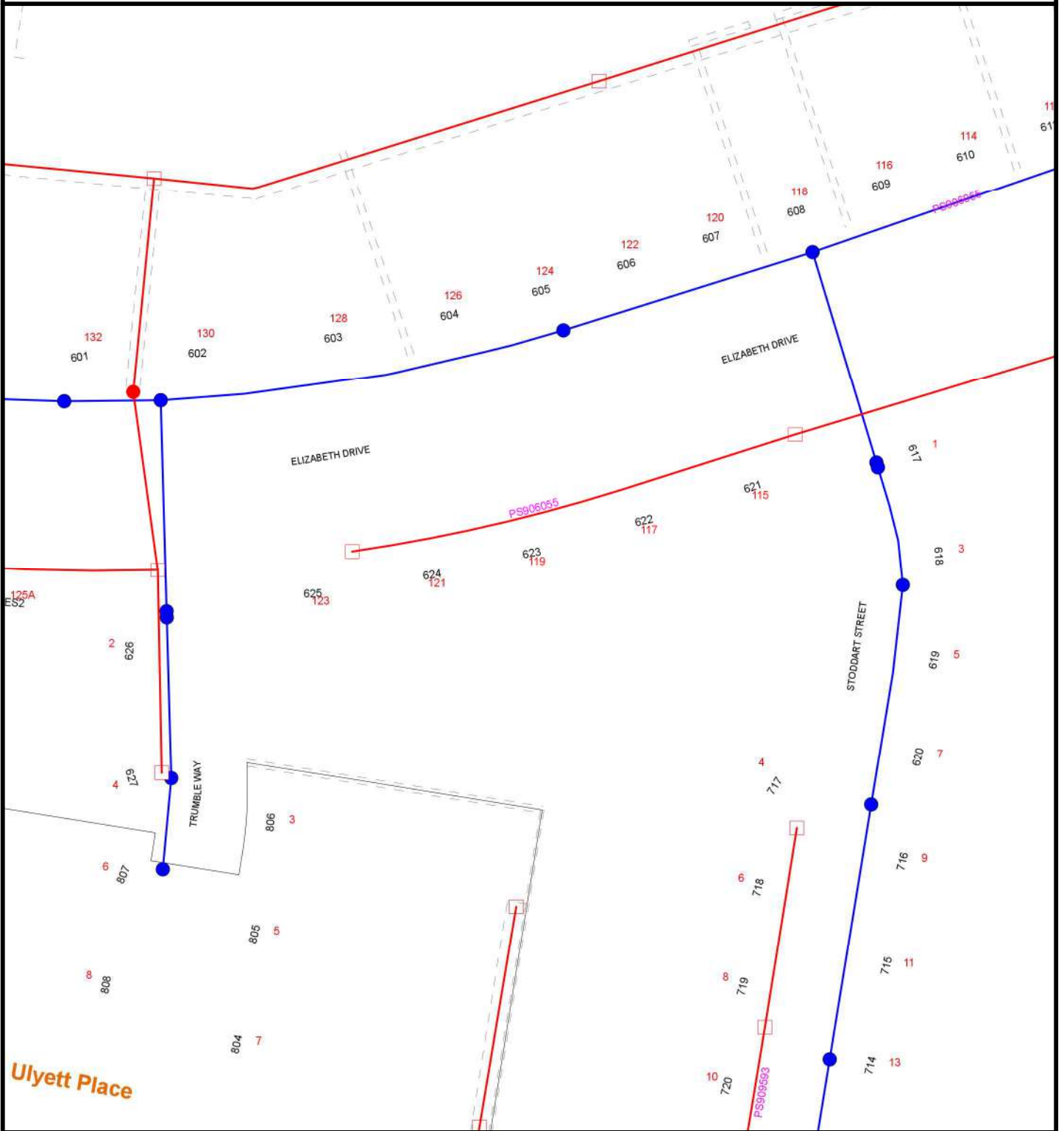


Rohan Charrett

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **119 ELIZABETH DRIVE SUNBURY VIC 3429**
 Reference : **PID000044202**



Scale 1:1000 Printed on : 28/07/2025	Water Main DOES NOT traverse property Sewer Main DOES NOT traverse property	
<ul style="list-style-type: none"> — Water Potable — Water Recycled — Sewer Main — Abandoned Main 	<ul style="list-style-type: none"> ● Maintenance Shaft Inspection Shaft ● Node / Valve Hydrant 	<div style="text-align: center;"> </div> <div style="border: 1px solid black; padding: 5px; font-size: small;"> Greater Western Water 36 Macedon St. Sunbury Locked Bag 350 Sunshine VIC 3020 Ph: 134 499 www.gww.com.au </div>

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1116182

Certificate No: 92455146

Issue Date: 28 JUL 2025

Enquiries: MXP4

Land Address: 119 ELIZABETH DRIVE SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: SALESIAN SOCIETY (VIC) INC

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Comments: Refer to attachment

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

Comments: Refer to attachment

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$460,000
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SITE VALUE (SV):	\$460,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$14,360.88
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Notes to Certificate - Land Tax

Certificate No: 92455146

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,830.00

Taxable Value = \$460,000

Calculated as \$1,350 plus (\$460,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,600.00

Taxable Value = \$460,000

Calculated as \$460,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92455146

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92455146

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 92455146

Land Address: 119 ELIZABETH DRIVE SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49321330	623	906055	12509	504	\$268.57

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SALESIAN SOCIETY INCORPORATED V	2023	\$15,610	\$358.88	\$72.09	\$268.57

Comments:

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 49321330 \$268.57

Land Address: 119 ELIZABETH DRIVE SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50311437	623	906055	12509	504	\$14,092.31

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SALESIAN SOCIETY INCORPORATED V	2025	\$460,000	\$7,904.28	\$0.00	\$6,776.30
SALESIAN SOCIETY INCORPORATED V	2024	\$455,000	\$6,882.29	\$433.72	\$7,316.01

Comments: Land Tax of \$7,904.28 has been assessed for 2025, an amount of \$1,127.98 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 50311437 \$14,092.31

Total: \$14,360.88

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1116182

Certificate No: 92455146

Issue Date: 28 JUL 2025

Enquires: MXP4

Land Address: 119 ELIZABETH DRIVE SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49321330	623	906055	12509	504	\$0.00

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

Land Address: 119 ELIZABETH DRIVE SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50311437	623	906055	12509	504	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$460,000

SITE VALUE: \$460,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92455146

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1116182
Certificate No:	92455146
Issue Date:	28 JUL 2025

Land Address: 119 ELIZABETH DRIVE SUNBURY VIC 3429

Lot	Plan	Volume	Folio
623	906055	12509	504

Vendor: SALESIAN SOCIETY (VIC) INC

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92455146

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 92455146</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 92455146</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 657961

NO PROPOSALS. As at the 28th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

119 ELIZABETH DRIVE, SUNBURY 3429
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 28th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77566274 - 77566274121638 '657961'

Catchment and Land Protection (Section 90)

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000

CERTIFICATE

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

YOUR REF: 657961

CERTIFICATE NO: **77566274**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

119 Elizabeth Drive, Sunbury

PROPERTY DESCRIPTION:

Lot/Plan:

Lot 623 PS906055Y

Crown Description:

Volume/Folio:

12509/504

Directory Reference:

362 G10

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

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

DATED: 28/07/2025

LOTSEARCH REFERENCE
LS089497 PS

REPORT DATE
28 Jul 2025 12:24:26

CLIENT ID
168656513

ADDRESS
119 ELIZABETH DRIVE, SUNBURY
VIC 3429

COUNCIL
Hume City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 623, PS906055

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



EPA Priority Sites Register Plus+

ADDRESS
119 ELIZABETH DRIVE, SUNBURY
VIC 3429



- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**



1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.



2. Regulated Activities

Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

- Visit our website or contact our support team to access more Lotsearch products & additional government searches



3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies [ALGA](#) , [ACLCA](#) & [EIANZ](#).




4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

 support@lotsearch.com.au

 +61 (02) 8287 0680

 lotsearch.com.au



Site Map

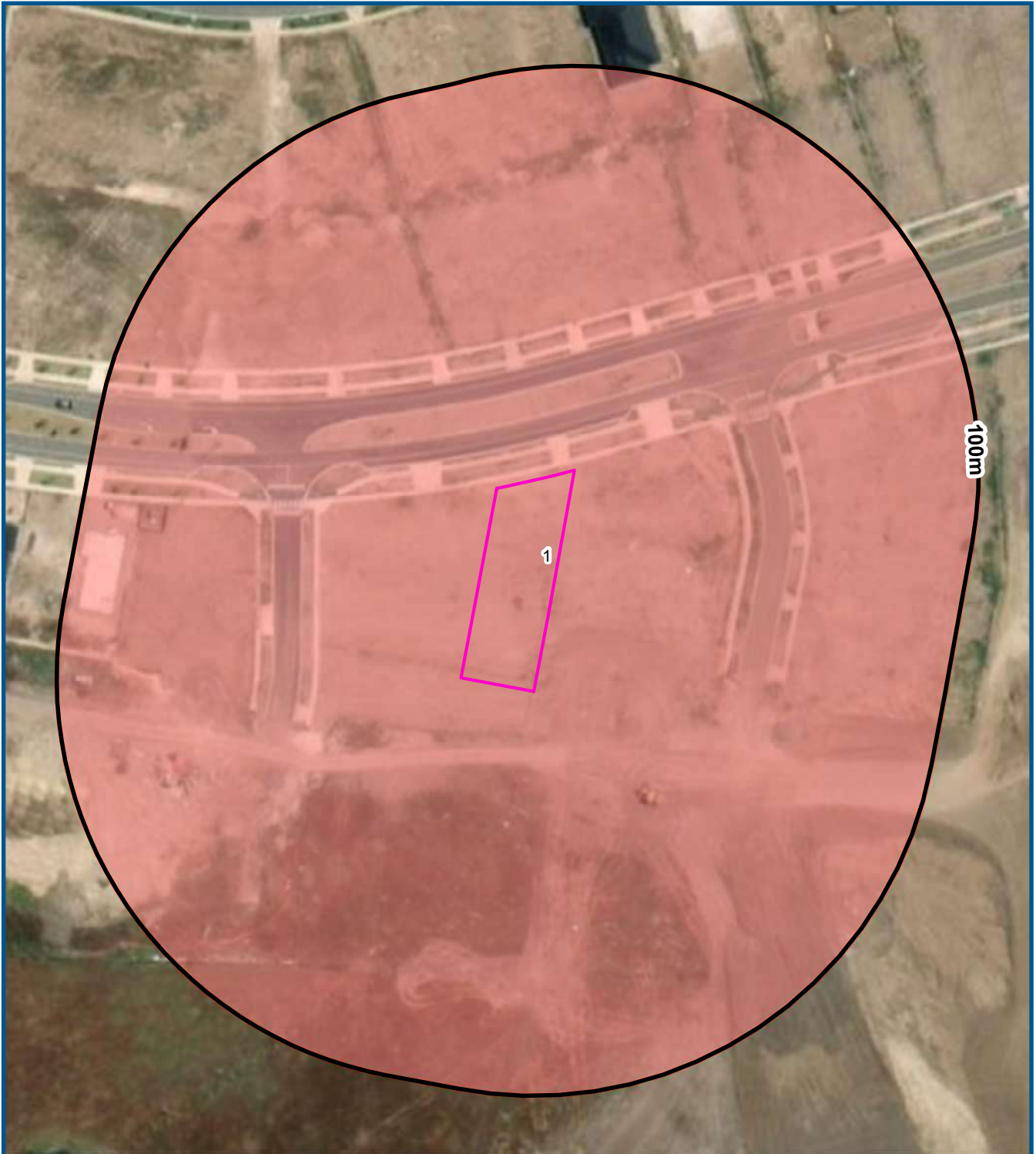
119 ELIZABETH DRIVE, SUNBURY VIC 3429

LOTSEARCH REFERENCE




LS089497 PS

REPORT DATE

28 Jul 2025



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,
and the GIS UserCommunity





Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
1	EPA Register of Permissions - Registration	2	CORNFOOT BROS. EARTHMOVING PTY. LTD.	Sunbury, Victoria, Australia, Sunbury	A13c (Waste and resource recovery - small)	Document Link	Active	R000301122



Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	28/07/2025
EPA Site Management Orders	Environment Protection Authority Victoria	27/06/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/05/2025
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	09/07/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	27/06/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	02/07/2025
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	24/07/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	20/05/2025

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Hume City
<http://www.hume.vic.gov.au>
contactus@hume.vic.gov.au
(03) 9205 2200

[Click for USE OF REPORT - APPLICABLE TERMS](#)

From www.planning.vic.gov.au at 28 July 2025 12:17 PM

PROPERTY DETAILS

Address: **119 ELIZABETH DRIVE SUNBURY 3429**
 Lot and Plan Number: **Lot 623 PS906055**
 Standard Parcel Identifier (SPI): **623\PS906055**
 Local Government Area (Council): **HUME**
 Council Property Number: **751084**
 Planning Scheme: **Hume**
 Directory Reference: **Melway 362 G10**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Note

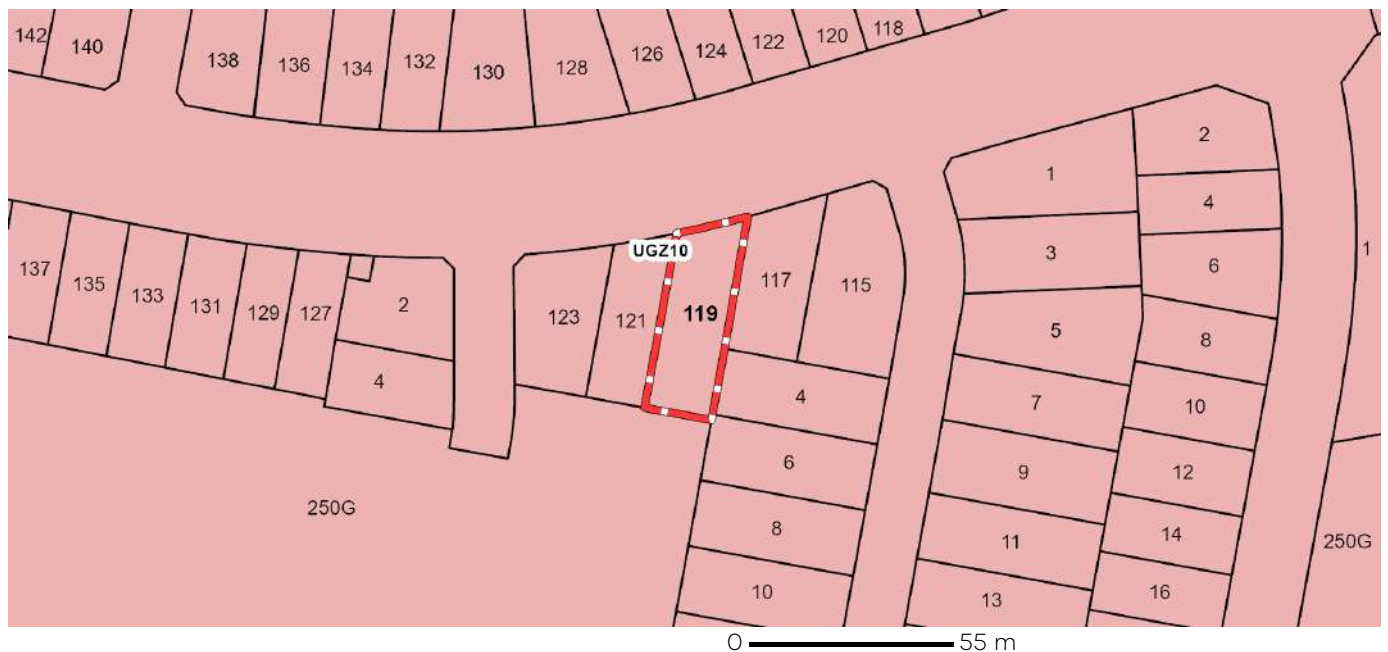
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 10 \(UGZ10\)](#)



UGZ - Urban Growth

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

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

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

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

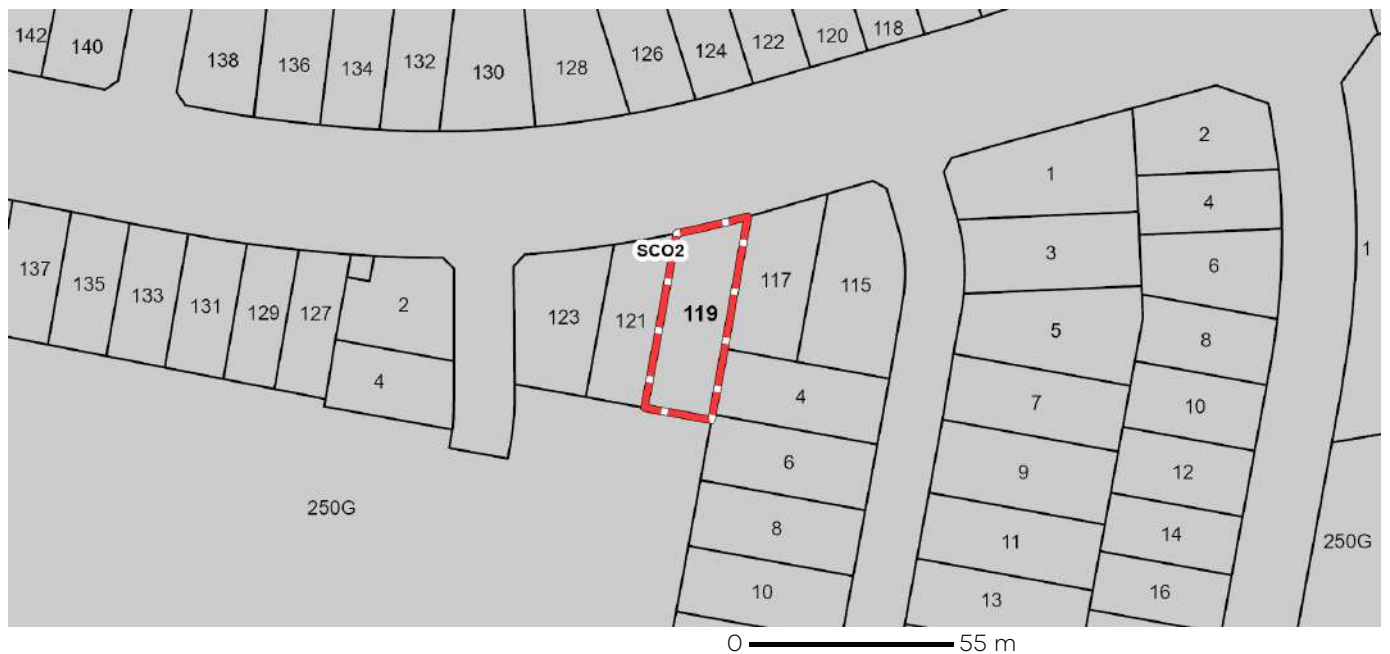


 **ICO - Infrastructure Contributions Overlay**

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO2 SCHEDULE (SCO2)

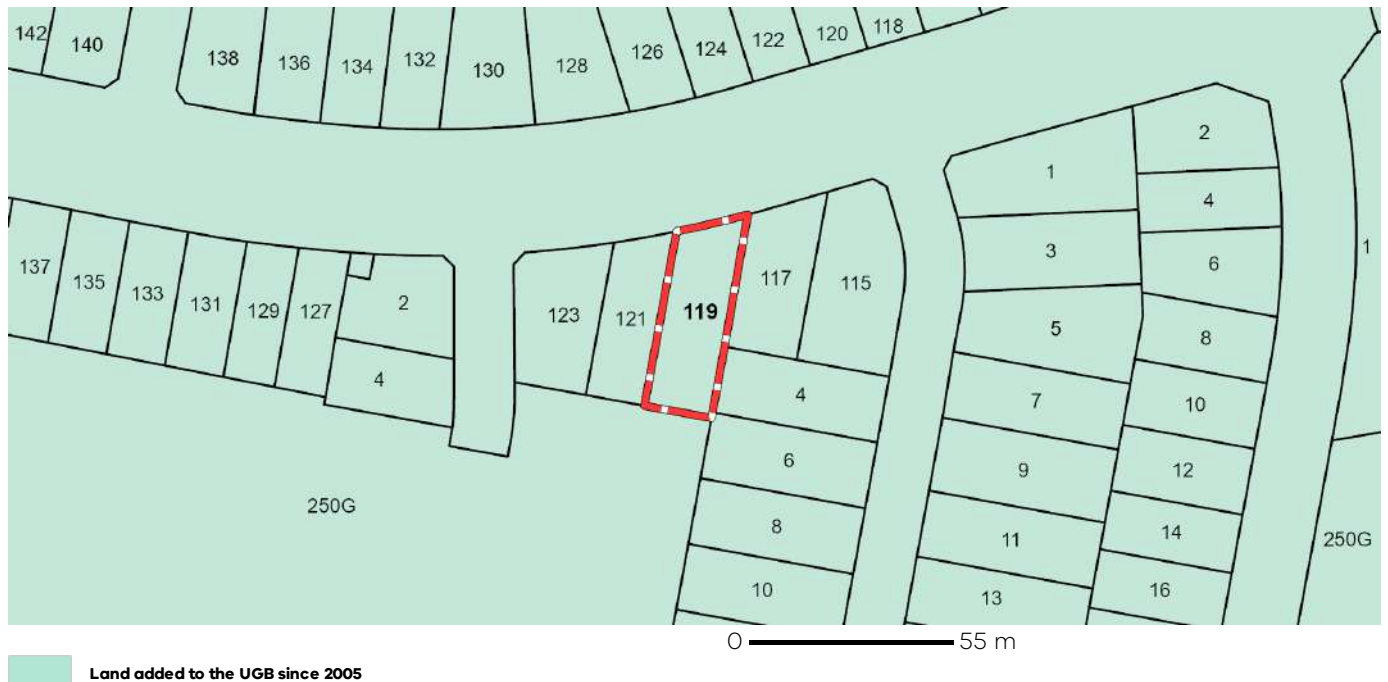


 **SCO - Specific Controls Overlay**

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

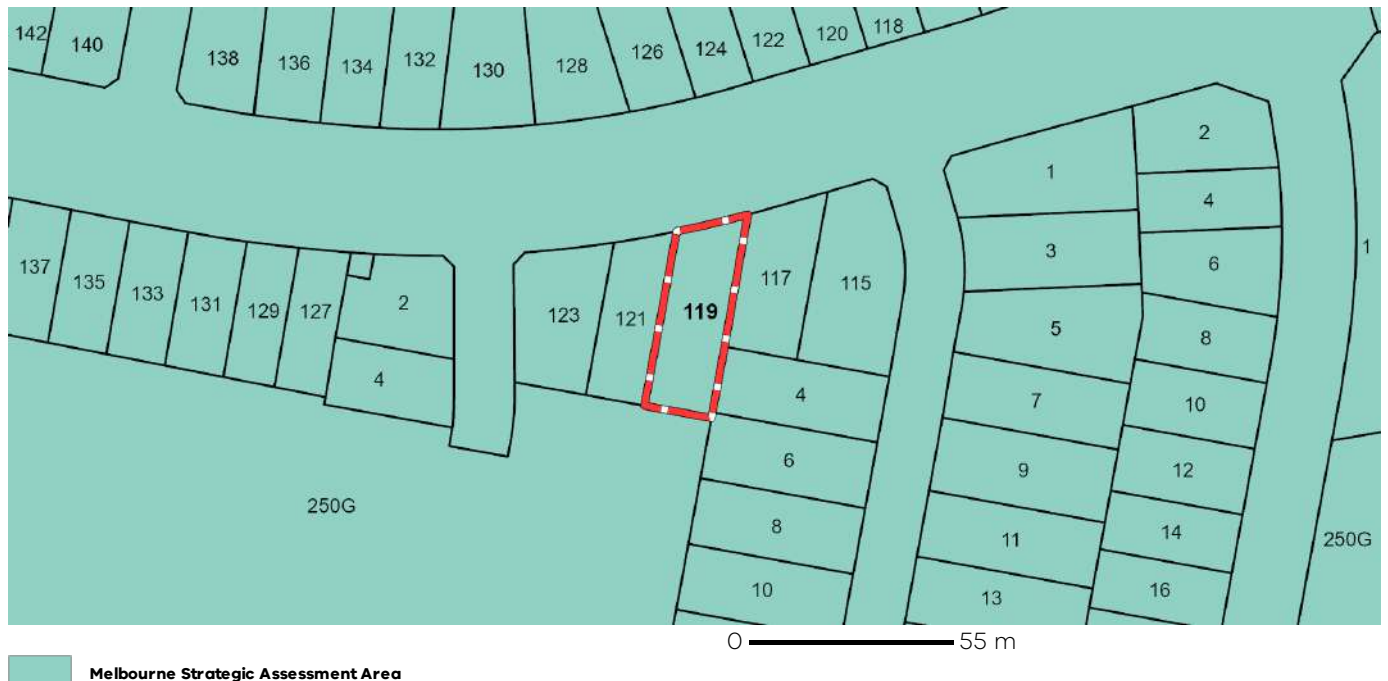
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](http://www.vpa.vic.gov.au)



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 24 July 2025.

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

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

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

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

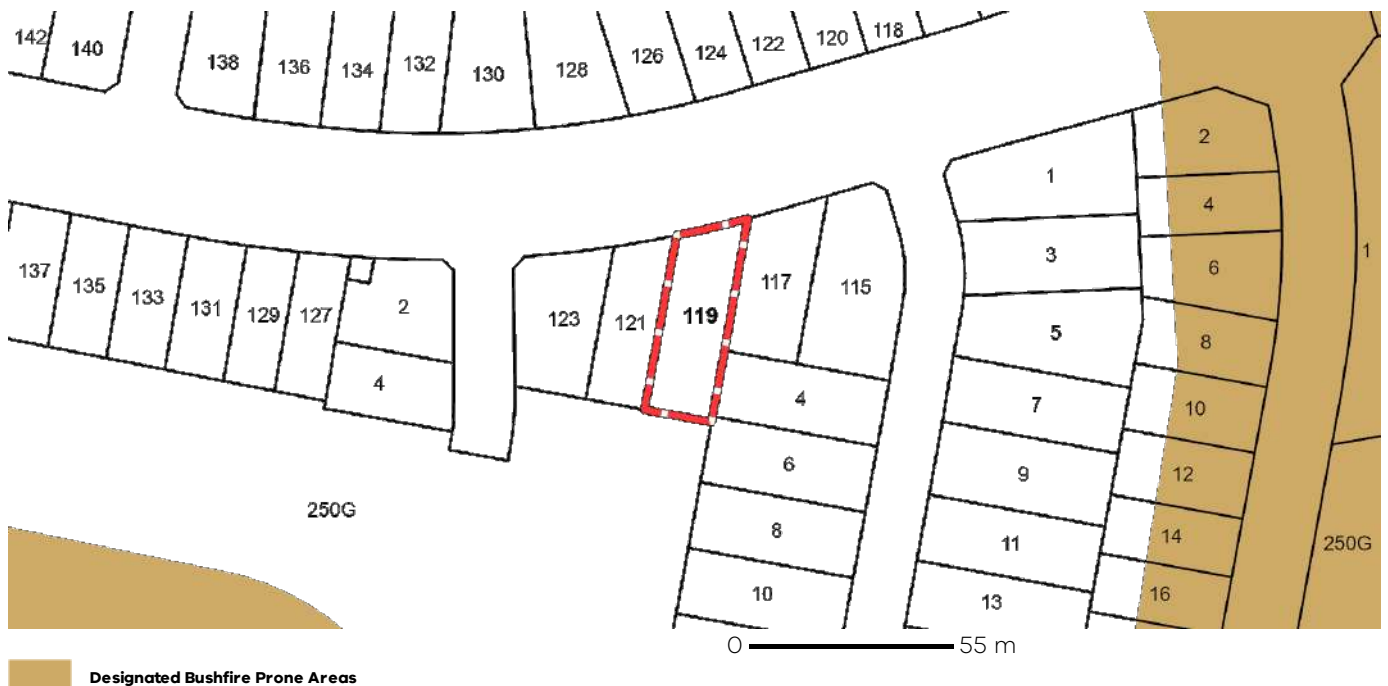
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.