

## Contract of Sale and Vendor's Statement

Lot , Stage 3, "Sherwood Grange", 250  
Racecourse Road, Sunbury, Victoria 3429

Salesian Society (Vic) Inc ABN 43 206 946 086



# Sherwood Grange



Communities Designed for Living

Ref: LAD:JAQ:1018619

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia  
PO Box 3, Collins Street West VIC 8007 Australia  
DX 564 Melbourne

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# CONTRACT OF SALE OF REAL ESTATE

SALESIAN SOCIETY (VIC) INC - "SHERWOOD GRANGE" - STAGE 3

## 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.

**SIGNED BY THE PURCHASER:**

.....  
..... on  
...../...../20.....

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

.....  
.....  
.....

State nature of authority, if applicable:

.....  
.....

This offer will lapse unless accepted within 15 clear business days (3 clear business days if none specified)

**SIGNED BY THE VENDOR:**

.....  
..... on  
...../...../20.....

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

.....  
.....  
.....

State nature of authority, if applicable:

.....  
.....

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

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## 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.

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#### \*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.*

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**PARTICULARS OF SALE**

VENDOR'S  
AGENT

**BRENDON GRECH (RAINE & HORNE SUNBURY)**  
of 20 Brook Street, Sunbury, Victoria 3429  
Tel: (03) 9744 6334 Mob: (+61) 0458 030 893

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 26, 530 COLLINS STREET, MELBOURNE 3000**  
DX: 564 MELBOURNE  
Ref: LAD:JAQ:1018619 Tel: 8644 3500 Fax: 1300 365 323

PURCHASER

\_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_

PURCHASER'S  
SOLICITOR

\_\_\_\_\_

of \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

LAND

Lot \_\_\_\_\_ on unregistered Plan of Subdivision PS 832950F  
and being part of the land described in Certificate of Title Volume  
12065 Folio 539.

PROPERTY  
ADDRESS

the land together with any improvements known as

**LOT \_\_\_\_\_,**  
**STAGE 3, "SHERWOOD GRANGE", 250 RACECOURSE**  
**ROAD, SUNBURY, VICTORIA 3429**

CHATTELS

Nil (vacant land)

PRICE

\$

DEPOSIT

\$ \_\_\_\_\_ 10% of the Price payable on the signing of this  
Contract

BALANCE

\$ \_\_\_\_\_

PAYMENT  
OF BALANCE

At the expiration of 14 days after registration of the Plan of Subdivision.

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, being the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

## **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 proposed 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 upon registration of 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 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

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- 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*;

"*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 contingent 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", as amended from time to time, a copy of which is attached to the Vendor's Statement and referred to in the Plan of Subdivision;

"*Development*" means 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 which is more particularly described in Certificate of Title Volume 12065 Folio 539 and where the context admits 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 by the Vendor from time to time;

"*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 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 date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract;

"*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 the unregistered Plan of Subdivision no. PS 832950F a 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 29;

"*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

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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 no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's agent;
- (c) that the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract;
- (d) 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
- (e) 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**

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- 3.1 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 No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between any of the parties.
- 3.3 The Vendor gives no warranty and makes no representation as to the fitness of the Property for the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy itself in this regard.
- 3.4 Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor shall not be bound by it and the Purchaser must not rely upon any such representation and or advice.
- 3.5 Without limiting this Special Condition 3, the Purchaser acknowledges that no information, representation or warranty made by the Vendor, the Vendor's Agent (if any) or any other party was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that:
  - (a) no information, representation or warranty has in fact been relied upon;
  - (b) the Purchaser has made or procured 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

- (c) 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**

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- 4.1 The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Lot. Subject to the provisions of the Act, the Purchaser accepts as identical with the land the lot bearing the same number on the Plan of Subdivision when registered as the lot number specified in the title particulars set out in the Particulars of Sale or if the lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser shall accept as identical with the land the lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as is indicated on the Plan of Subdivision included in the Vendor's Statement attached to this Contract as being occupied by the lot specified in the title particulars set out in the Particulars of Sale.
- 4.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for:
  - (a) any actual or alleged misdescription of the Property or deficiency in its area or measurements; or
  - (b) any minor variations (being variations which will not materially affect the Property) between the Property as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or
  - (c) any other amendments or variations on the Plan of Subdivision which do not affect the Property.
- 4.3 Condition 3 of Table A does not apply to this sale.

#### **5. CONDITION OF LAND**

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- 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; 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.

## **6. PLANNING RESTRICTIONS**

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- 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 absolute 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**

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- 7.1 The deposit shall be paid to the Vendor's Solicitor to be held on trust for the Purchaser until registration of the Plan of Subdivision and thereafter as stakeholder under the Act.
- 7.2 All other moneys shall be paid by bank cheques drawn in favour of payees as may be directed by the Vendor's Solicitor.
- 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.

## **8. PURCHASER INDEMNITY**

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- 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**

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- 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**

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- 10.1 If the Vendor gives to the Purchaser 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 Purchaser of the relevant default;
  - (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the Property, calculated from the designated Settlement Date;
  - (c) the payment of the Vendor's solicitors 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 Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation, interest payable by the Vendor 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 Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and costs of that bridging finance and, if the Vendor is usually accommodated in the Property, accommodation costs incurred by the Vendor and the cost of storing the Vendor's property usually kept in the Property.
- 10.3 Re-Scheduling Settlement
- If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence) and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Solicitor \$250.00 plus GST together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

## **11. DEFAULT INTEREST**

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- 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**

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- 12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be or be deemed to be waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser 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 Vendor.

### 13. PLAN OF SUBDIVISION

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- 13.1 This Contract is subject to and conditional upon the Plan of Subdivision being registered by the Registrar of Titles. If the Plan of Subdivision is not registered within 36 months after the day of sale either party may rescind this Contract by giving the appropriate written notice to the other party before the Plan of Subdivision is so registered.
- 13.2 The Vendor shall do all acts matters and things and execute all documents as may be reasonably necessary to cause the Plan of Subdivision to be registered by the Registrar of Titles. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.
- 13.3 Before rescinding this Contract under Special Condition 13.1, the Vendor must give the Purchaser 28 days' written notice ('**notice period**'), setting out:
- (a) the reason why the Vendor is proposing to rescind this Contract;
  - (b) the reason for the delay in the registration of the Plan of Subdivision; and
  - (c) that the Purchaser is not obliged to consent to the proposed rescission.
- 13.4 For the purpose of Special Condition 13.1 and 13.3, the Purchaser will be deemed to have consented to the proposed rescission if no written objection is received by the Vendor on or before the end of the notice period.
- 13.5 This Special Condition 13.5 only applies if section 10F of the Act is in effect on or before the Day of Sale. If the Vendor wishes to rescind this Contract under Special Condition 13.1:
- (a) the Vendor is required to give notice of a proposed rescission of this Contract under Special Conditions 13.1 and 13.3;
  - (b) the Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent;
  - (c) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and
  - (d) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.
- 13.6 Notwithstanding Special Condition 13.2, if the Registrar of Titles or any authority having jurisdiction in respect of the subdivision requires a material modification to the subdivision or material amendment of the Plan of Subdivision, or imposes any conditions or other requirements which in the opinion of the Vendor may be likely to substantially increase the cost of the subdivision of the land, then the Vendor may rescind this Contract by giving the appropriate written notice to the Purchaser within 30 days after being notified of the event referred to in this Special Condition.

- 13.7 Subject to sections 9AC and 9AE of the Act, the Purchaser may not rescind this Contract as a consequence of any amendment to the Plan of Subdivision irrespective of whether the amendment restricts or limits the use of the Property, if the amendment:
- (a) results from any recommendation of a public authority or government department, or
  - (b) concerns the final location on the Plan of Subdivision of an easement.
- 13.8 For the purposes of Section 9AC of the Act, the Purchaser acknowledges that while the following amendments may affect the Lot, the effect of these variations will not be considered to be material. The variations are:
- (a) minor variations to accord with surveying practice;
  - (b) minor variations to meet any requirement or requisition of the Council or any statutory body or any authority or the Registrar of Titles to effect registration; and
  - (c) the amendments required to effect a consolidation, merger or otherwise to accommodate the development of any adjoining property or merger with any other plan affecting such property.
- 13.9 Where a statement of compliance or similar certification has been issued by Council in respect of the Plan of Subdivision, the Purchaser shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement or withhold any part of the Price, as a consequence of any issue relating to a matter certified by Council.

#### **14. CAVEAT**

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- 14.1 The Purchaser must not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in the Land Titles Office in respect of the Purchaser's interest in the Property. The Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this condition.
- 14.2 The Purchaser irrevocably appoints the Vendor as its attorney for the purpose of withdrawing any caveat lodged in breach of Special Condition 14. The appointment shall not be affected by the rescission or termination of this Contract by either party.
- 14.3 This Special Condition is an essential term of the Contract and the rights conferred hereby are in addition to any common law rights or other rights of the Vendor.

#### **15. NATURAL SURFACE LEVEL**

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- 15.1 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.

- 15.2 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").
- 15.3 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 15.4.
- 15.4 At the Day of Sale:
- (a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then Vendor has not given disclosure pursuant to section 9AB(1) of the Act; and
  - (b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Act.
  - (c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Act as soon as practicable after the details required for disclosure come to the knowledge to the Vendor.
- 15.5 The Purchaser will not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works, particulars of which have been disclosed to the Purchaser.
- 15.6 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.
- 15.7 The Purchaser indemnifies the Vendor against any claim made by any person in respect of subdivisional works. This condition shall not merge on the transfer of the Property. The Vendor and its employees, agents and consultants may commence or complete the subdivisional works after Settlement of this Contract.

## **16. REQUISITIONS ON TITLE**

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- 16.1 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 and may not deliver any further or other requisitions or objections.
- 16.2 Condition 1 of Table A shall not apply to this Contract.

## **17. ADJUSTMENT OF RATES**

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- 17.1 Condition 9 of Table A does not apply to this Contract.
- 17.2 All rates, taxes (including land tax on a proportional basis), 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.
- 17.3 The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for outgoings for the Property at the Settlement Date the outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).
- 17.4 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.
- 17.5 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.
- 17.6 Despite Special Condition 17.5 the outgoings must be apportioned as if they had been paid by the Vendor.
- 17.7 This condition will not merge on Settlement.

## **18. ENCUMBRANCES**

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- 18.1 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 18.1(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 18.1(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 18.1(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 18.1(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.

18.2 The Purchaser acknowledges and agrees that the Vendor may prior to the Settlement Date enter into one or more Planning Agreements and that, in that case, each Planning Agreement will be registered and run with the title to the Property. If any Planning Agreement is entered into prior to the Settlement Date:

- (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.

## **19. DEVELOPMENT**

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19.1 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 19.1(a) and/or for any other purpose) or not develop it at all;
  - (d) the Vendor has given no promises or representations as to the timing of any development of the Development Land; and
  - (e) 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.
- 19.2 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.
- 19.3 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.

## **20. DEVELOPMENT WORKS**

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- 20.1 The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots 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 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.
- 20.2 The Purchaser acknowledges and agrees that:
- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
  - (b) the Vendor and any contractor contracted for works on any part of the Development Land may enter and carry out other Development Works on other lots on the Plan of Subdivision 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 to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and
- (e) the Purchaser is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay Settlement as a consequence of any Development Works which the Vendor is permitted by Council to complete after registration of the Plan of Subdivision.

20.3 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.

20.4 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.

20.5 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 18.1;
- (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.

## **21. SUBJECT TO DEVELOPMENT PROCEEDING**

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- 21.1 The Vendor may on or before the date which is 12 months after the Day of Sale, end this Contract by notice to the Purchaser if the Vendor does not wish to proceed with the Development for any reason whatsoever (at its absolute discretion).
- 21.2 If this Contract is terminated pursuant to Special Condition 21.1:
  - (a) the Deposit and any interest will be refunded to the Purchaser;
  - (b) the right to a refund of the Deposit and any interest will be the sole right of the Purchaser in connection with such termination; and
  - (c) the Purchaser is not entitled to, and must not claim any compensation or anything else if this Contract is terminated pursuant to Special Condition 21.1.

## **22. SERVICES**

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- 22.1 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). The Purchaser shall not make any requisition, objection or claim for compensation or terminate or rescind this Contract or delay Settlement or withhold any part of the Price in respect of any of the following:
  - (a) the nature, location availability or non-availability of any such installations, services and utilities;

- (b) if any such service is a joint service with any other land or building;
- (c) if any such service for any other Property or building or any parts or connections therefore pass through the Property;
- (d) if any sewer or water main or connection passes through in or over the Property;
- (e) if there is a man hole or vent on the Property; or
- (f) if because of or arising out of any such limitations, services and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

## **23. FENCING**

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### **23.1 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.

23.2 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.

23.3 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 23.

## **24. DRIVEWAY CROSSOVER**

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24.1 The Purchaser acknowledges that the Vendor will provide a Driveway Crossover to the Property and service connection points in the form and position identified in the Engineering Plans or provided by the Vendor to the Purchaser from time to time. If the Purchaser wishes to change the location of the Council approved Driveway Crossover, the Purchaser must obtain the Vendor's consent and the Purchaser must pay all the costs associated with the change including the costs of amendments to the Engineering Plans or other plans, service connections and altering any trunk services.

24.2 The Vendor may make amendments to the Engineering Plans which may include the position of the Driveway Crossover and service connection points:

- (a) as the Vendor may determine in its absolute discretion; or

(b) as may be required by the relevant Authorities.

24.3 The Purchaser must not Object or make any Claim with respect to any amendment to the Engineering Plans made by the Vendor.

## **25. FOREIGN INVESTMENT REVIEW BOARD**

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25.1 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.

25.2 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.

## **26. GST**

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26.1 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*.

26.2 The Price specified in the Particulars of Sale page of this contract is expressed as a GST inclusive amount.

26.3 The supply of the Property made pursuant to this Contract is one which involves application of the margin scheme, if available, as specified in the GST Law, by the Vendor.

26.4 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 26.6, 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.

26.5 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 26.6 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.

- 26.6 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.

## **27. NON-MERGER**

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- 27.1 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.

## **28. TIME OF THE ESSENCE**

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- 28.1 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.

## **29. PLANNING AND BUILDING CONTROLS**

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### **29.1 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 before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 29.1(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 expenses incurred in rectification.

### **29.2 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.

### **29.3 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.
- (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 at its absolute discretion.
- (c) If the Vendor amends the Design Guidelines in accordance with Special Condition 29.3(b), the Purchaser must not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such amendment.

#### 29.4 Alternative Controls

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

#### 29.5 Variation and Waiver

- (a) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.
- (b) The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such consent.

#### 29.6 Purchaser Covenants

The Purchaser:

- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:
  - (i) will not merge on completion of this Contract; and
  - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns.

- (c) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a special condition in the form of this Special Condition and contains the MCP and the Design Guidelines.

29.7 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.

29.8 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.

29.9 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 and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that unless stated otherwise in the Vendor's Statement no information, representation or warranty was made by the Vendor, the Vendor's Agent (if any)

or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:

- (i) the Purchaser has made or 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.

#### 29.10 Vendor Access

The Vendor has the right to access the Property 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.

#### 29.11 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.

### **30. HOUSE PLAN APPROVAL AND CONSTRUCTION**

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- 30.1 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.
- 30.2 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.

30.3 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, 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.

30.4 Further to the Vendor's rights under this Contract, the Vendor also has the right to reject and not grant approval at its absolute discretion 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 30.1.

30.5 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.

30.6 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 at any time for the

purpose of removal of any rubbish, grass or weeds that accumulate in breach of this Special Condition 30.6 and the Purchaser must reimburse the Vendor for the Vendor's costs in doing so.

### **31. FIBRE OPTIC NETWORK TO THE PROPERTY**

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- 31.1 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.
- 31.2 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 Developer'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 31.
- 31.3 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.
- 31.4 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.

## **32. SETTLEMENT**

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- 32.1 On the Settlement Date, Settlement must be effected prior to 3.00pm.
- 32.2 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.
- 32.3 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.
- 32.4 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 registration fee and arrange for lodgement at its expense.

## **33. INSOLVENCY AND INCAPACITY**

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- 33.1 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.

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

#### **34. NOMINATION**

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- 34.1 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).

- 34.2 In the event that the Vendor consents to a nomination in accordance with Special Condition 34.1, 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.

- 34.3 The Nominee must pay the Vendor's Solicitor's 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.

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

- 34.5 The Purchaser acknowledges and understands that any common law right of the Purchaser to nominate an additional or substitute purchaser is excluded from this Contract to the extent that it is not permitted pursuant to this Special Condition 34.

### **35. VENDOR MAY MORTGAGE**

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- 35.1 The Vendor may 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.

### **36. RESALE AND ADVERTISING**

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- 36.1 Subject to Special Condition 36.3, until the Plan is registered, the Purchaser must not without the consent of the Vendor, 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.
- 36.2 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 36.2.
- 36.3 Despite anything else in this Special Condition 36, 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.
- 36.4 This Special Condition 36 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 36.
- 36.5 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this Special Condition 36 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 36.

### **37. FIRST HOME OWNER AND HOMEBUILDER ASSISTANCE**

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#### **37.1 Purchaser Acknowledgement**

The Purchaser acknowledges and agrees that the Vendor or the Vendor's estate agent has made no representation or warranty, or given any oral or written explanation or information as to the timing of registration of the Plan of Subdivision or the timing of settlement of the Land or 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**").

#### **37.2 Purchaser Warranty**

The Purchaser warrants and covenants to the Vendor :

- (a) that the Purchaser has made or procured its own investigations and enquiries in respect of all aspects of 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.

### **38. NOTICE**

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#### **38.1 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.

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

#### **38.3 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.

- 38.4 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.
- 38.5 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.

### **39. DEVELOPMENT LAND LANDSCAPING**

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- 39.1 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.
- 39.2 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) no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor;
  - (d) the Vendor retains the right to change such landscaping at its absolute discretion, including the right to not provide such landscaping at all; and
  - (e) any potential changes made by the Vendor to such landscaping may have the affect of altering the visual amenity from the Property.
- 39.3 The Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay Settlement as a direct or indirect consequence of anything contained in this Special Condition.

### **40. ELECTRONIC SIGNING AND DELIVERY**

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- 40.1 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.
- 40.2 If this Contract, the Vendor's Statement and/or the Guarantee and Indemnity are signed electronically:
- (a) the Vendor may at any time 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 40.2, 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 40; 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.

40.3 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.

#### **41. DIGITAL DUTIES FORM AND SRO SETTLEMENT STATEMENT**

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##### **41.1 Application**

This Special Condition 40 only applies if the Day of Sale is on or after 1 July 2017.

##### **41.2 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 41.3(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.

##### **41.3 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.

#### 41.4 No Objection

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

#### 41.5 Settlement if not an electronic conveyance

- (a) This Special Condition 41.5 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 41.2:
  - (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.

#### 41.6 Settlement if an electronic conveyance

- (a) This Special Condition 41.6 only applies if Special Condition 41.5 does not apply.
- (b) Special Condition 41.3 is a fundamental term of this Contract.

- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 41.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

## **42. GENERAL PROVISIONS**

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- 42.1 This Contract may consist of one or more counterpart copies. All counterparts of this Contract, when taken together, constitute one fully executed document.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 42.5 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.
- 42.6 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.

## **43. GST WITHHOLDING**

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### **43.1 Interpretation**

- (a) In this Special Condition 43, 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).

### **43.2 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 43.2(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.

#### 43.3 Withholding

- (a) This Special Condition 43.3 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 43.3(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.

#### 43.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 43, 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.

#### 43.5 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.

#### **44. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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##### **44.1 Definitions and interpretation**

In this Special Condition 44:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Act have the same meaning in this Special Condition 44 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.

##### **44.2 Acknowledgement**

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

##### **44.3 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.

#### **45. RETAINING WALLS**

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- 45.1 The Purchaser acknowledges having received, examined and understood 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).

45.2 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; 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.

45.3 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 prior to commencing construction of the retaining wall or fence. The Vendor may refuse to grant approval of the retaining wall or fence plan or provide its approval with conditions at its absolute discretion.

45.4 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.

## **46. ELECTRONIC SETTLEMENT**

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46.1 This Special Condition 46 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*.

- 46.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 46 ceases to apply from when such a notice is given.
- 46.3 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*.
- 46.4 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.
- 46.5 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.
- 46.6 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement. The parties agree that any date or time nominated prior to the registration of the Plan are indicative date/s and time/s only, and does not constitute an offer to settle at that time. The Vendor may alter the settlement date and time in the workspace any time after the Plan has registered.
- 46.7 Upon notification that the Plan has registered, the Vendor will 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.

- 46.8 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.
- 46.9 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.
- 46.10 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 46.9 has not occurred by 4.00pm or 6.00pm if the nominated time for Settlement is after 4.00pm.
- 46.11 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.
- 46.12 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.
- 46.13 Each party is to bear its own costs in connection with Settlement occurring in the workspace.

## **47. CONSTRUCTION OF BRIDGE**

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- 47.1 The Purchaser acknowledges and agrees that in accordance with the Sunbury South and Lancefield Road Infrastructure Contributions Plan dated November 2019 ('**ICP**'), a two lane bridge construction project referred to as "LR-BR-01" has been proposed which may or may not connect to the Development generally in accordance with the plan contained in the Vendor's Statement ('**LR-BR-01 Bridge Plan**').
- 47.2 The Purchaser acknowledges and agrees that it has reviewed the LR-BR-01 Bridge Plan and purchases the Property subject to any restriction, noise, overshadowing, nuisance, pollution, disturbance and other discomforts which might arise from the construction and presence of a bridge connecting to the Development.

- 47.3 The Purchaser acknowledges and agrees that the Vendor makes no representations or warranties as to:
- (a) whether or not the proposal to construct the bridge will proceed;
  - (b) the position, location, direction or access points of the bridge;
  - (c) the size, nature or capacity of the bridge; and
  - (d) the appearance or type of construction of the bridge.
- 47.4 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 47.

#### **48. TELECOMMUNICATIONS TOWER**

---

- 48.1 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"**).
- 48.2 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.
- 48.3 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.
- 48.4 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.
- 48.5 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 48.
-

## **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

Name 1: .....

Address 1: .....

Name 2: .....

Address 2: .....

EXECUTED AS A DEED dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_:

**SIGNED SEALED AND DELIVERED** by )  
**GUARANTOR** in the presence of: ) .....  
[Signature]

..... Witness  
[Signature]

..... (Name of Witness)  
[Please Print]

**SIGNED SEALED AND DELIVERED** by )  
**GUARANTOR** in the presence of: ) .....  
[Signature]

..... Witness  
[Signature]

..... (Name of Witness)  
[Please Print]

## 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.
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 &amp; 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 23.

	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 3.5(c) and 15 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 3,**  
**"SHERWOOD GRANGE", 250 RACECOURSE ROAD, SUNBURY,**  
**VICTORIA 3429**

**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.
  - (ii)   The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser and in accordance with Special Condition 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 12065 Folio 539;
- (b) Plan of Subdivision No. PS 730378B;
- (c) Caveat No. AR900838C;
- (d) Section 173 Agreement X095542M;
- (e) GAIC Notice AH462111E;
- (f) Planning Permit No. P22159.01;
- (g) Unregistered Plan of Subdivision No. PS 832946V (Stage 2);
- (h) Unregistered Plan of Subdivision No. PS 842444Q (Stage 1);
- (i) Unregistered Plan of Subdivision No. PS 832950F (Stage 3);
- (j) Draft Memorandum of Common Provisions;
- (k) Master Plan;
- (l) Engineering Plans;
- (m) Sherwood Grange Design Guidelines;
- (n) LR-BR-01 Bridge Plan;
- (o) Telecommunications Tower Plan;
- (p) Planning Certificate;
- (q) Land Information Statement;
- (r) Water Information Statement;
- (s) Land Tax Certificate;
- (t) GAIC Certificate;

- (u) Roads Certificate;
- (v) Catchment and Land Protection Certificate;
- (w) EPA Certificate; and
- (x) Designated Bushfire Prone Area Extract from Planning Report.

## **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**

Not applicable.

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

Not applicable.

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

There is no certificate relating to Energy Efficiency Information applicable.

## **12. DUE DILIGENCE CHECKLIST**

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

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

Date of this Statement: .....9 November 2020....

Signature of the vendor:



Signed by Michael Mammen of HWL Ebsworth Lawyers pursuant to the power of attorney dated 30 June 2020

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

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

Signatures of the purchaser: .....

.....

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

VOLUME 12065 FOLIO 539

Security no : 124083384020Y  
Produced 28/05/2020 10:06 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 730378B.  
PARENT TITLE Volume 10552 Folio 867  
Created by instrument PS730378B 13/03/2019

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SALESIAN SOCIETY (VIC) INC of 3 MIDDLE STREET ASCOT VALE VIC 3032  
PS730378B 13/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT as to part AR900838C 05/02/2019

Caveator  
TELSTRA CORPORATION LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
05/02/2019  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
UNLESS AN INSTRUMENT IS EXPRESSED TO BE SUBJECT TO MY/OUR CLAIM  
Lodged by  
CORNWALL STODART  
Notices to  
CORNWALL STODART of LEVEL 10 114 WILLIAM STREET MELBOURNE VIC 3000

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

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

DIAGRAM LOCATION

SEE PS730378B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

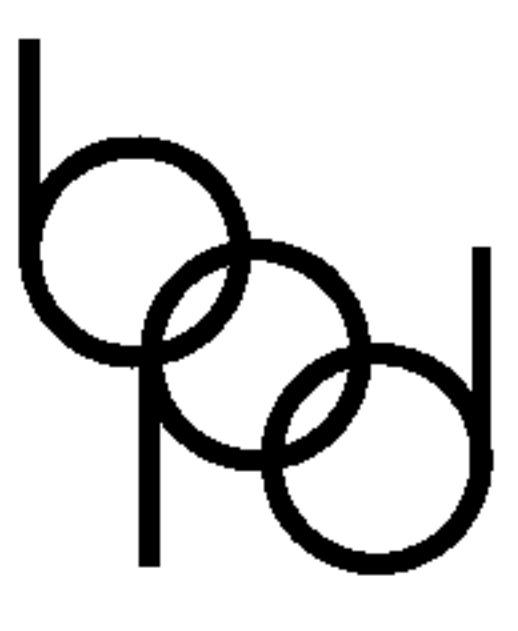
-----END OF REGISTER SEARCH STATEMENT-----

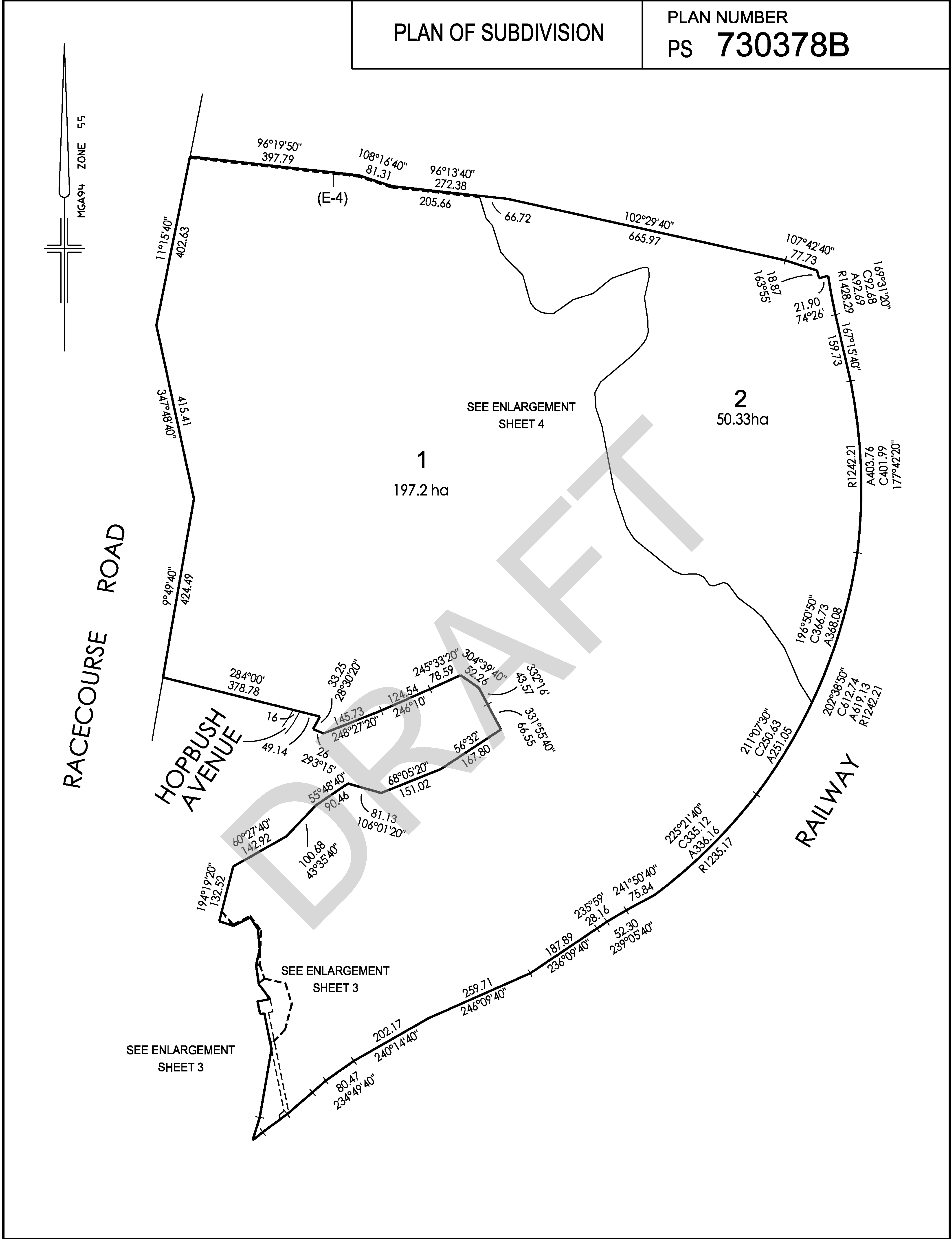
Additional information: (not part of the Register Search Statement)

Street Address: 250 RACECOURSE ROAD SUNBURY VIC 3429

DOCUMENT END

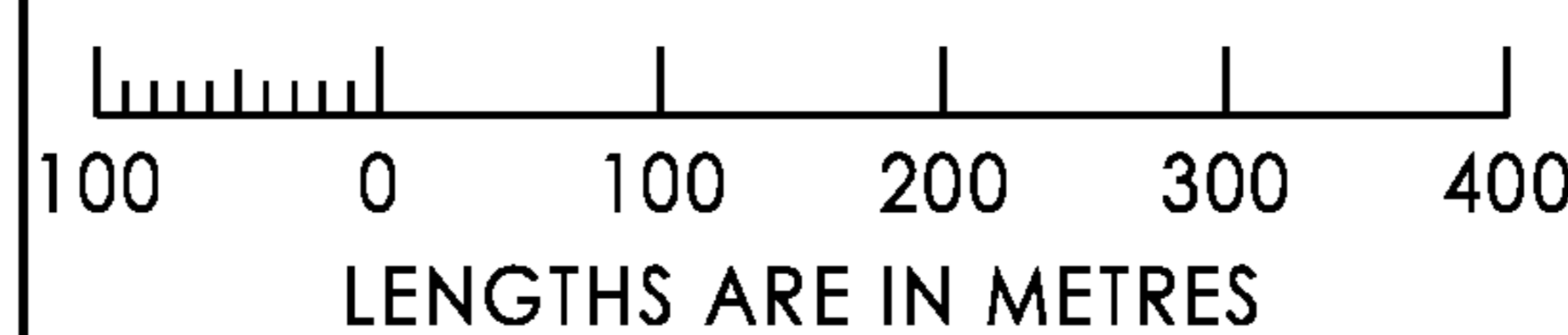
DRAFT

	PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1		PLAN NUMBER PS 730378B		
<b>LOCATION OF LAND</b>  <b>PARISH:</b> BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY (PART)  <b>PARISH:</b> BULLA BULLA <b>SECTION:</b> 21 <b>CROWN ALLOTMENT:</b> 1 (PART)  <b>PARISH:</b> BOLLINDA <b>SECTION:</b> 1 <b>CROWN ALLOTMENT:</b> 3 & 4 (PARTS)  <b>TITLE REFERENCES:</b> VOLUME 10552 FOLIO 867  <b>LAST PLAN REFERENCE:</b> LOT Q PS435007K  <b>POSTAL ADDRESS:</b> 3-5 MACEDON STREET (at time of subdivision) SUNBURY 3429  <b>MGA 94 CO-ORDINATES:</b> E: 300700 ZONE: 55 (of approx. centre of plan) N: 5840700 DATUM: GDA94			<b>Council Name:</b> Hume City Council  <b>Council Reference Number:</b> S007620 <b>Planning Permit Reference:</b> P18902 <b>SPEAR Reference Number:</b> S071021A  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 15/08/2017  <b>Statement of Compliance</b>  This is a statement of compliance issued under section 21 of the Subdivision Act 1988  <b>Growth Areas Infrastructure Contribution</b>  Yes, the land associated with this Statement of Compliance is subject to GAIC.  <b>Public Open Space</b>  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Antonino Magazzu for Hume City Council on 06/12/2017				
<b>VESTING OF ROADS OR RESERVES</b>			<b>NOTATIONS</b>				
<b>IDENTIFIER</b>		<b>COUNCIL/BODY/PERSON</b>		<b>THIS IS A SPEAR PLAN</b> TANGENT POINTS ARE SHOWN THUS:			
---		---					
<b>NOTATIONS</b>							
DEPTH LIMITATION DOES NOT APPLY							
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS NOT BEEN CONNECTED TO PERMANENT MARKS No. BUTTLEJORRKE PM 56 IN PROCLAIMED SURVEY AREA No. 46  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.							
<b>ESTATE:</b> ---		<b>AREA:</b> 247.5ha		<b>No. OF LOTS:</b> 2		<b>MELWAY:</b> 362:H:10	
<b>EASEMENT INFORMATION</b>							
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)							
<b>EASEMENT REFERENCE</b>	<b>PURPOSE</b>	<b>WIDTH (METRES)</b>	<b>ORIGIN</b>	<b>LAND BENEFITED OR IN FAVOUR OF</b>			
(E-1)	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981			
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN WATER			
(E-3)	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981			
(E-3)	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN WATER			
(E-4)	CARRIAGEWAY	4m	THIS PLAN	LOT 2 ON THIS PLAN			
 <b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		<b>DATE:</b> 13/09/17	<b>REF:</b> 7089/2L	<b>CKD:</b> DS	<b>ORIGINAL SHEET SIZE A3</b>	<b>SHEET 1 OF 4 SHEETS</b>	
Digitally signed by: Simon Patrick Cox (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (7), 05/12/2017, SPEAR Ref: S071021A				<b>PLAN REGISTERED</b> <b>TIME:</b> 3.45pm <b>DATE:</b> 13/03/2019 <b>J.Beckingham</b> Assistant Registrar of Titles			



**Breese Pitt Dixon Pty Ltd**  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE  
1:8000



Digitally signed by: Simon Patrick Cox (Breese Pitt Dixon  
Pty Ltd),  
Surveyor's Plan Version (7),  
05/12/2017, SPEAR Ref: S071021A

Digitally signed by:  
Hume City Council,  
06/12/2017,  
SPEAR Ref: S071021A

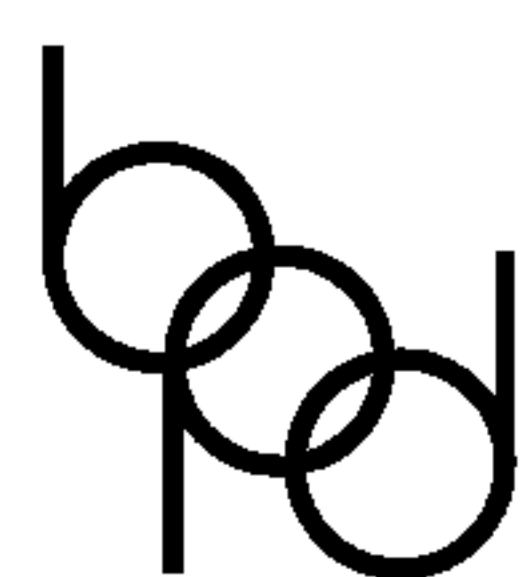
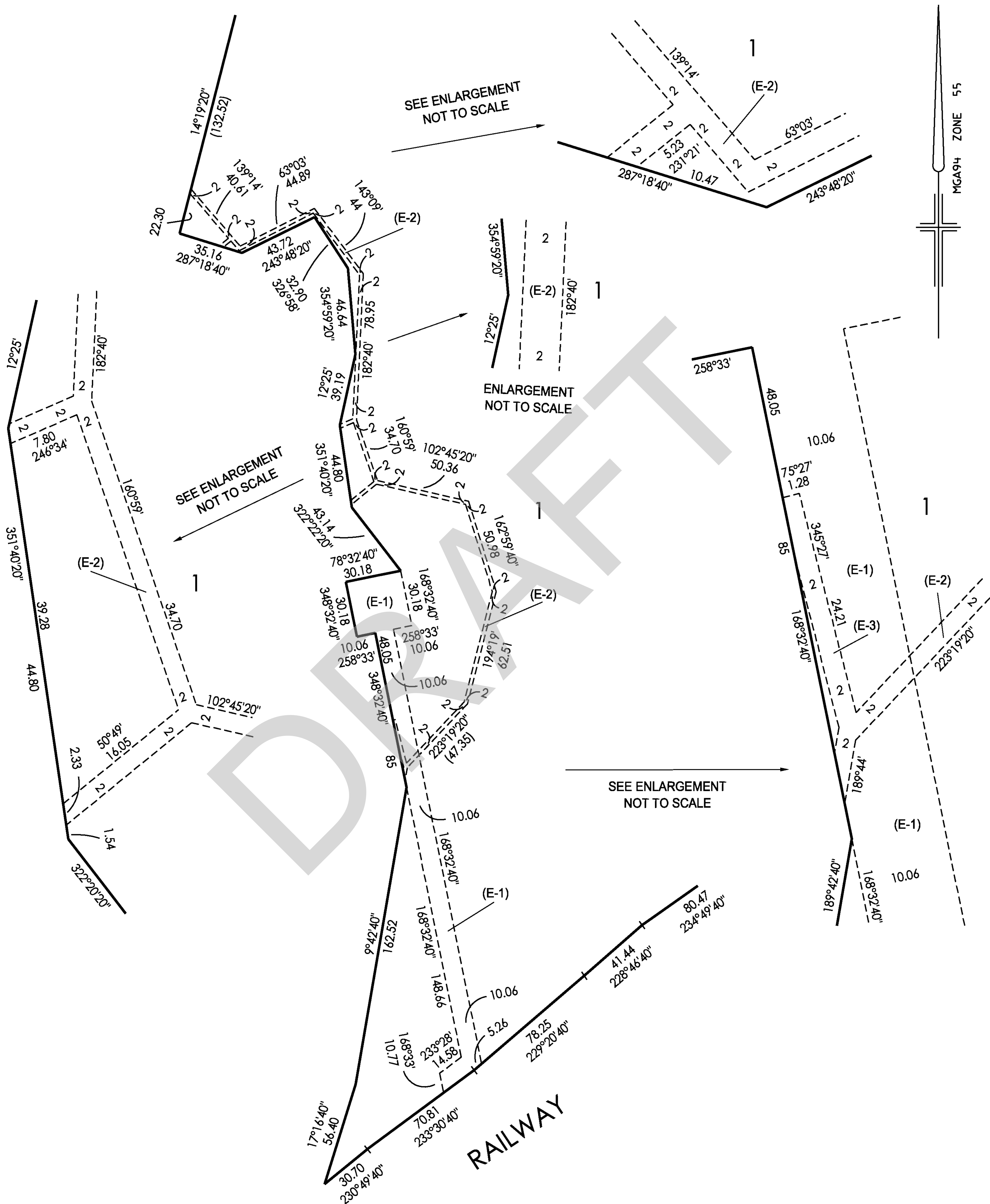
ORIGINAL  
SHEET SIZE A3

**SHEET 2**

REF: 7089/2L

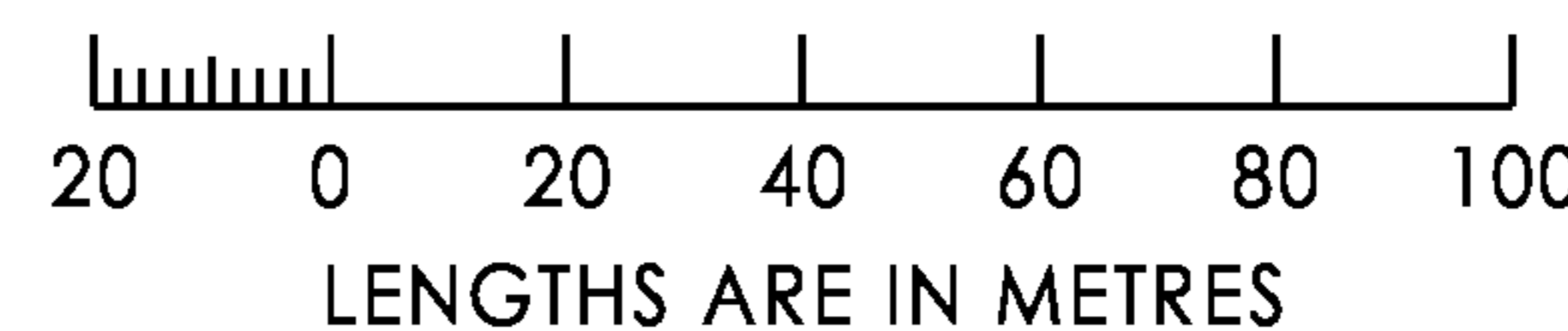
PLAN OF SUBDIVISION

PLAN NUMBER  
PS 730378B



Breese Pitt Dixon Pty Ltd  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE  
1:2000



ORIGINAL  
SHEET SIZE A3

SHEET 3

REF: 7089/2L

Digitally signed by: Simon Patrick Cox (Breese Pitt Dixon Pty Ltd),  
Surveyor's Plan Version (7),  
05/12/2017, SPEAR Ref: S071021A

Digitally signed by:  
Hume City Council,  
06/12/2017,  
SPEAR Ref: S071021A



# Caveat

Section 89 Transfer of Land Act 1958

The information in this form is correct  
used for the purpose of maintaining

AR900838C

05/02/2019

\$48

89



## 1. Land/s

UD Land Title *part of the land in*

Volume 10552 Folio 867

Description LOT Q ON PLAN OF SUBDIVISION  
435007K AS HATCHED IN PLAN  
IN ANNEXURE A

## 2. Caveator/s

Caveator

Name TELSTRA CORPORATION  
LIMITED

ACN 0 5 1 7 7 5 5 5 6

## 3. Grounds of Claim

LEASE WITH THE FOLLOWING PARTIES AND  
DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date of Claim

UD Date: (DD/MM/YYYY) ~~10/03/2019~~ 5/2/2019

## 4. Estate or Interest claimed

LEASEHOLD ESTATE

## 5. Prohibition

UNLESS AN INSTRUMENT IS EXPRESSED TO  
BE SUBJECT TO MY/OUR CLAIM

## 6. Address for Service of Notice

Australian Legal Practitioner /Law Practice /Licensed  
Conveyancer /Conveyancing Practice /Caveator  
Name

CORNWALL STODART

Address

Property Name

Unit Type

Unit Number To Unit Number

Floor Type LEVEL

Floor Number 10 Floor Suffix

Unit Street No 114

Street Name WILLIAM

Street Type STREET

Locality MELBOURNE

State VIC Postcode 3000

## 7. Signing

The caveator claims the estate or interest specified  
in the land described on the grounds set out. This  
caveat forbids the registration of any instrument  
affecting the estate or interest to the extent  
specified.

# Caveat

Section 89 Transfer of Land Act 1958

The information in this form  
used for the purpose of making



Caveator

## Certifications

1. The Certifier has taken reasonable steps to verify the identity of the caveator.

2. The Certifier has retained the evidence supporting this Registry Instrument or Document.

3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of TELSTRA CORPORATION LIMITED

Signer Name LANG MCWATT

Signer Organisation CORNWALL STODART

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

A handwritten signature in black ink, appearing to be 'Lang McWatt', written over a large, light grey 'DRAFT' watermark.

Execution Date

29/01/2019

## 8. Lodging Party

Customer Code

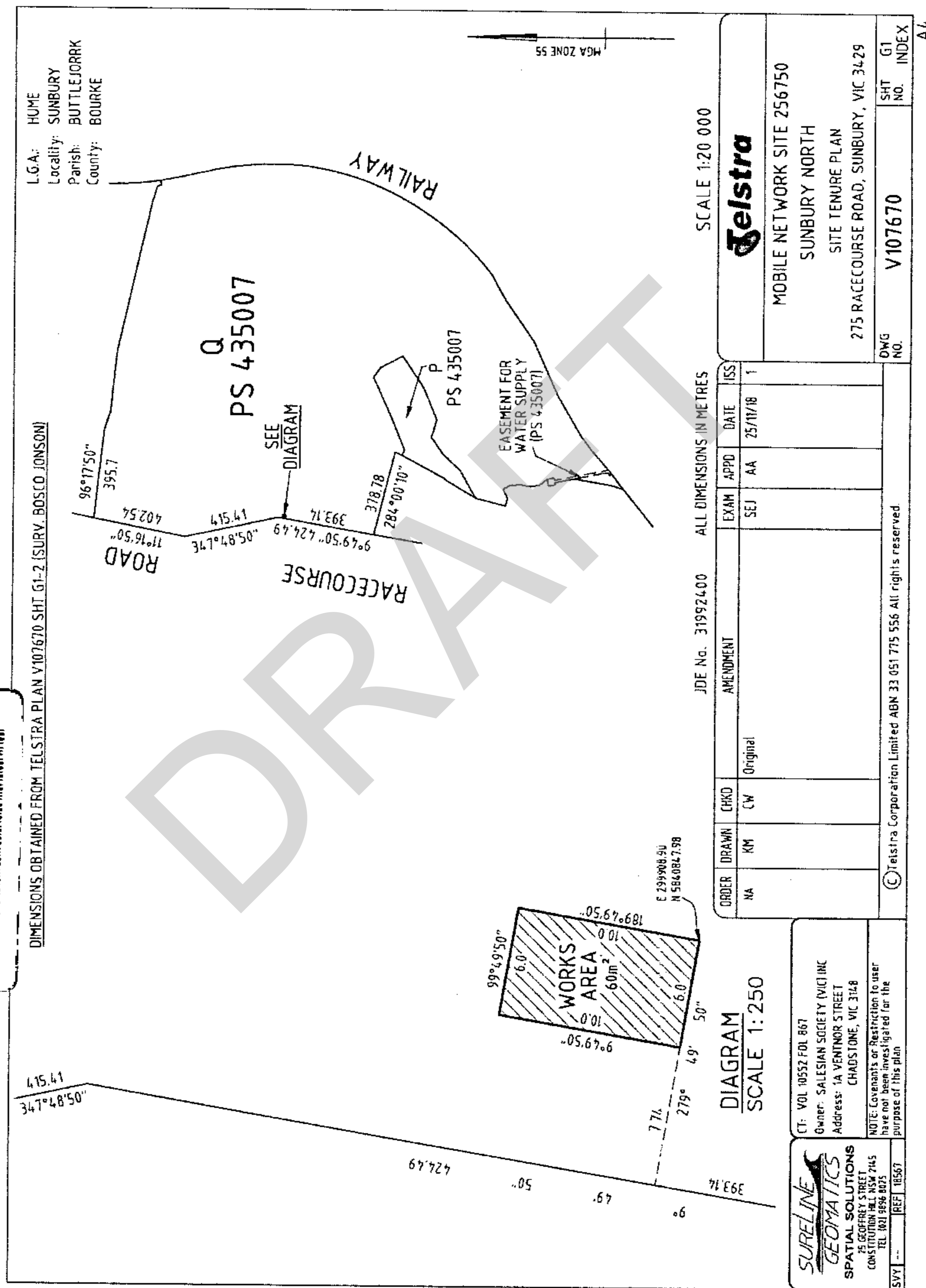
676M

Reference

# Annexure A to CAVEAT

Parties: Salesian Society (VIC) Inc (ABN 43 206 946 086) and Telstra Corporation Limited (ACN 051 775 556)

Plan referred to under the heading "Land/s"





Form 9.1

**X095542M**

131000 1234 173



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR  
THE MAKING OF A RECORDING OF AN AGREEMENT**

Section 181(1)

**Planning and Environment Act 1987**

Lodged at the Land Registry by:

Name: MIDDLETONS MOORE & BEVINS

Phone: 9640 4204

Address: 200 Queen Street, Melbourne

Ref: CMB:1712388

Customer Code: 1255H



DX095542M-1-7

The Authority having made an Agreement requires a recording to be made in the Register for the land.

**LAND** (insert Volume and Folio references of all land affected by Agreement)  
(if part only, define the part)

Certificate of Title Volume 10188 Folio 656

now = wk 10552/866-7

30/11/00

**RESPONSIBLE AUTHORITY** (name and address)

**HUME CITY COUNCIL** of Pascoe Vale Road, Broadmeadows.

**SECTION AND ACT UNDER WHICH AGREEMENT MADE**

Section 173 Planning and Environment Act 1987

**A copy of the Agreement is attached to this Application**

Signature for the Responsible Authority

*Michael Nelthorpe*

Name of Officer:

MICHAEL NELTHORPE

Position of Officer:

MANAGER - CITY DEVELOPMENT

Date:

2-10-00

30/11/00

# **SECTION 173 AGREEMENT**

## **SUNBURY EARTHEN RINGS, SUNBURY**

**HUME CITY COUNCIL**

**SALESIAN SOCIETY (VIC) INC**



**DX095542M-2-4**

**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

**X095542M**

**131000 1234 173**



**DATE:** 13 September 2000

**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**

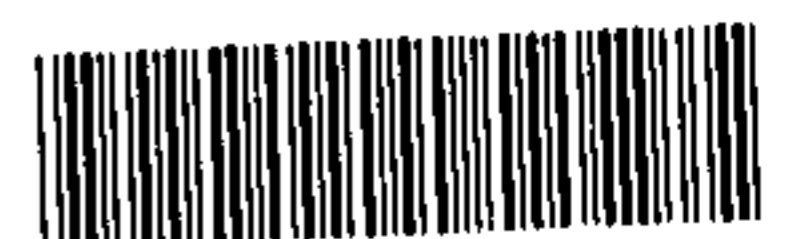
- A. The Owner is the registered proprietor of the land situated at and known as Sunbury Earthen Rings, Racecourse Road, Sunbury 3429 and being part of the land contained in Certificate of Title Volume 10188 Folio 656.
- B. Aboriginal Earthen Rings (which are currently listed on the Register of the National 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;

**X095542M**  
131000 1234 173





**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

**X095542M**  
131000 1234 173





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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131000 1234 173





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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131000 1234 173





DX095542M-7-1

## 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

X095542M

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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

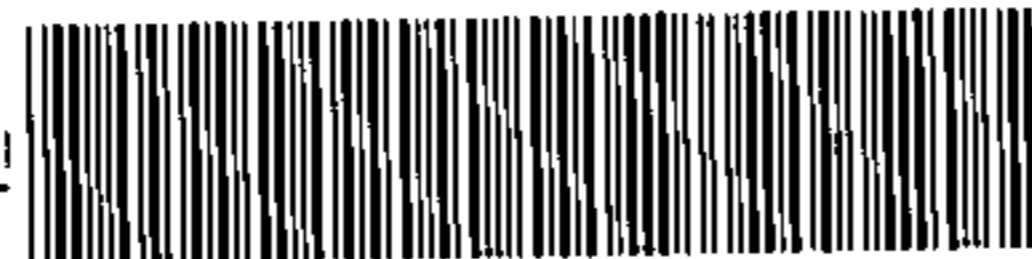
If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

DRAFT

**X095542M**  
131000 1234 173



DX095542M-8-8



DX095542M-9-5

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

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

~~Lord Mayor~~  
~~Councillor~~

~~Chief Executive Officer~~

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

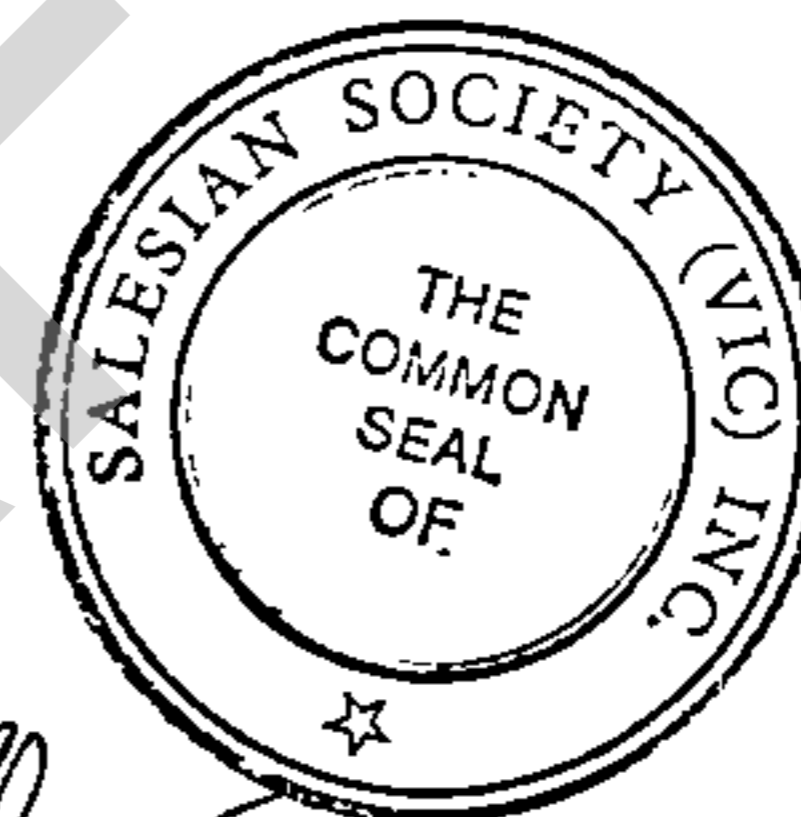
~~Name of Chief Executive Officer (Block Letters)~~

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

*Chambers*  
Signature of authorised person

COUNCIL MEMBER  
Office held

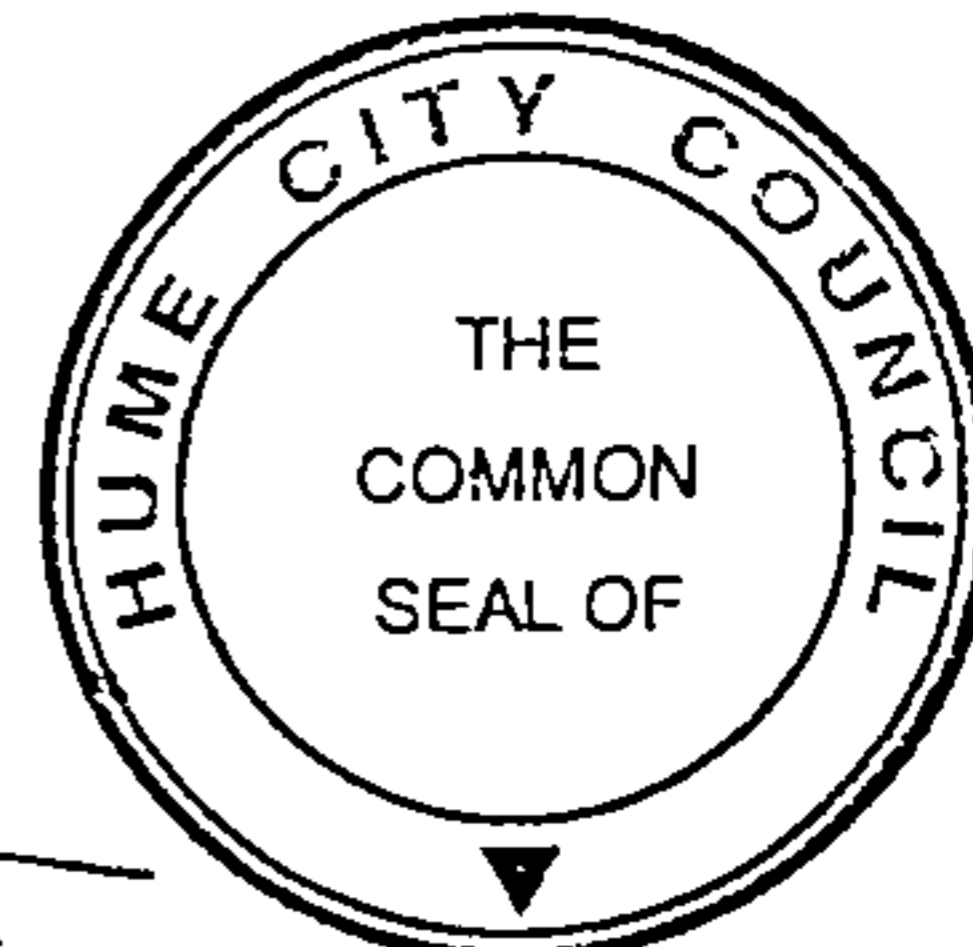
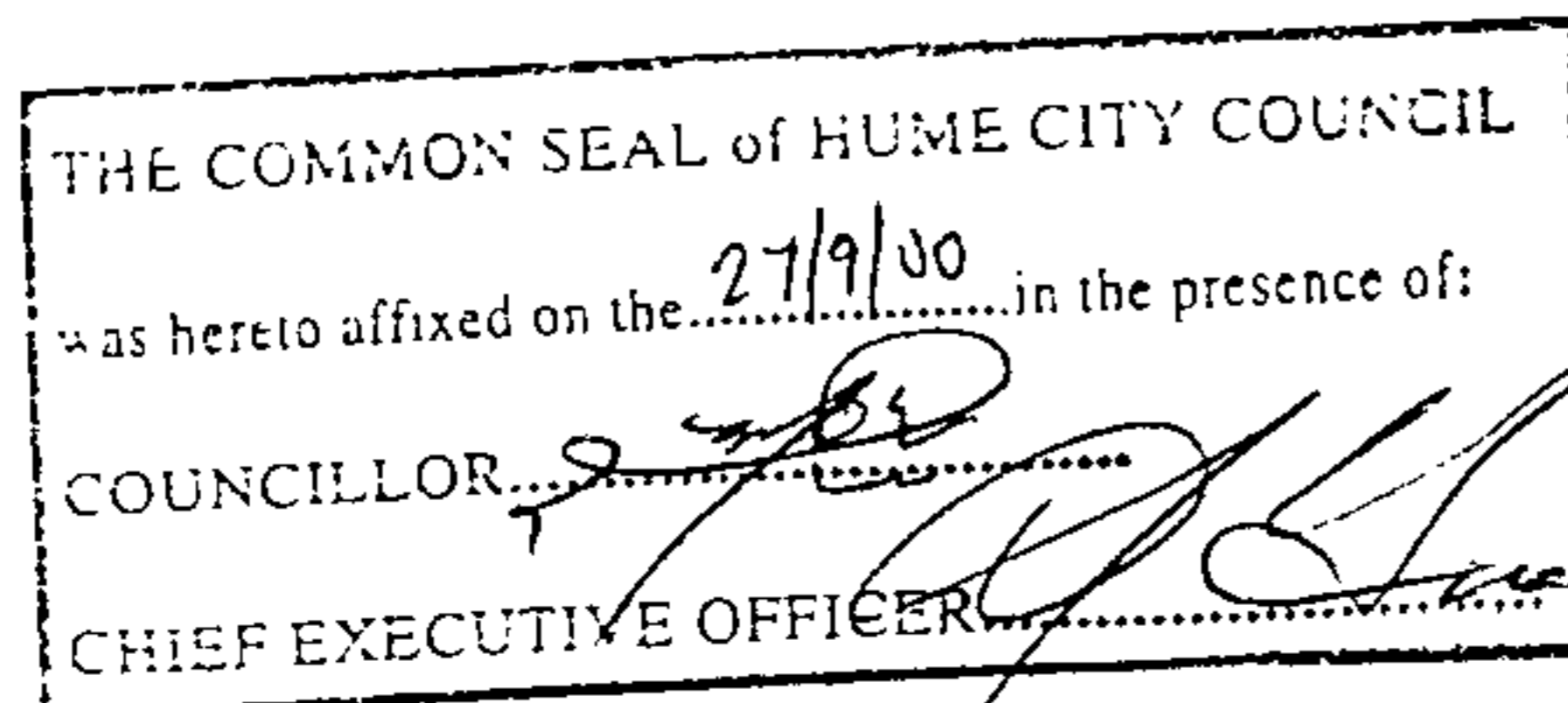
GREGORY CHAMBERS  
Print Name of authorised person



*Bertagnoli*  
Signature of authorised person

PROVINCIAL ECONOMER  
EXECUTIVE + PUBLIC OFFICER  
Office held

FRANCIS BERTAGNOLI  
Print Name of authorised person



X095542M  
131000 1234 173



31-AUG-00 (THU) 11:02

BOSCO JONSON

TEL: 61 3 96995992

P. 002

61 3 96995992

## PLAN OF SUBDIVISION

Stage No.

LTO use only

Plan Number

EDITION

PS 435007K

## Location of Land

Parish: BOLLINDA, BULLA BULLA AND BUTTLEJORRK  
W.J.T. CLARKES'S CROWN SPECIAL SURVEY (PART)Parish: BULLA BULLA  
Section: 21  
Crown Allotment: 1 (PART)Parish: BOLLINDA  
Section: 1  
Crown Allotments: 3 & 4 (PART)

LTO Base Record: DCMB

Title Reference: VOL 10188 FOL 656

Last Plan Reference: PS 335355S LOT 0

Postal Address: RACECOURSE ROAD  
(at time of subdivision) SUNBURY 3429AMG Co-ordinates E 300600 Zone: 55  
(at approx. centre of land in plan) N 5840300

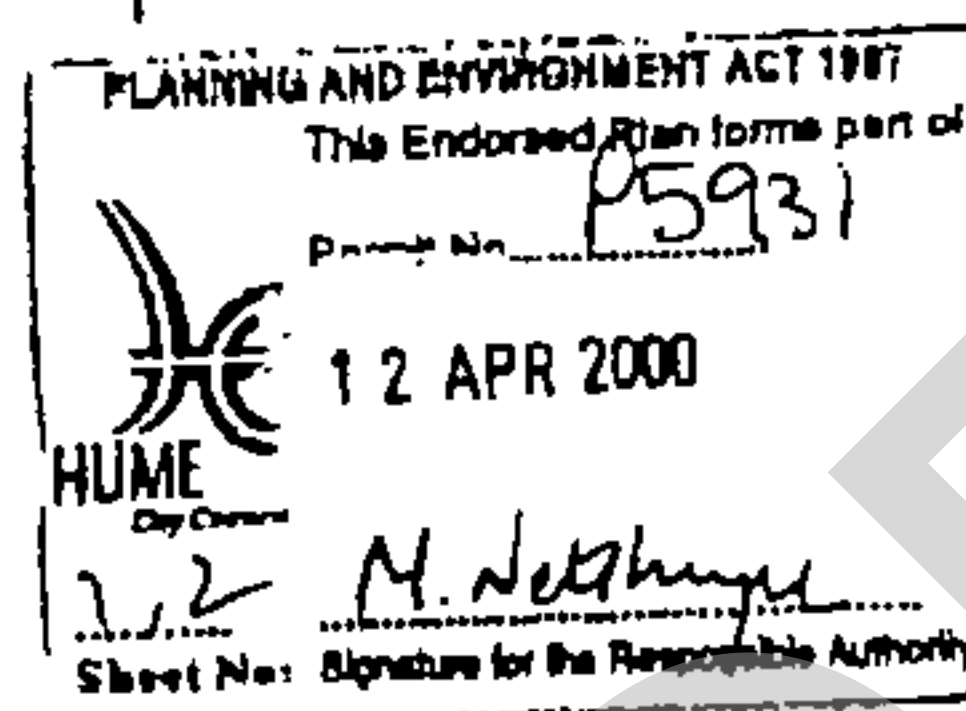
## Vesting of Roads and/or Reserves

Identifier

Council/Body/Person

NIL

NIL



## 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(7) 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

(i) A requirement for public open space under section 18 of the Subdivision Act 1988  
has/has not been made.

(ii) The requirement has been satisfied

(iii) The requirement is to be satisfied in Stage.....

Council Delegate

Council Seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate

Council Seal

Date / /

## Notations

Staging

This is/is not a staged subdivision  
Planning Permit No.

Depth Limitation DOES NOT APPLY

LOTS A TO D (BOTH INCLUSIVE) HAVE BEEN OMITTED  
FROM THIS PLANDIMENSIONS UNDERLINED WERE DERIVED FROM TITLE  
AND ARE NOT SUBJECT TO SURVEY

Survey This plan is/has based on survey

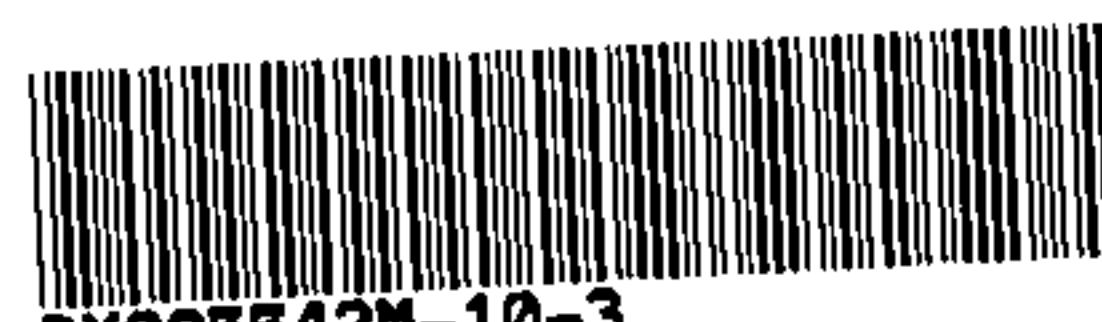
This survey has been connected to permanent marks no(s) 96 & 56  
In Proclaimed Survey Area No. 46

## Easement Information

Legend:

E - Encumbering Easement, Condition in Crown Grant in  
the Nature of an Easement or Other EncumbranceA - Appurtenant Easement  
R - Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	SEE DIAG	TRANSFER No 675047	C/1 VOL 3475 FOL 981



DX095542M-10-3

LTO use only

Statement of Compliance/  
Exemption StatementReceived ☐

Date / /

LTO use only

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

Sheet 1 of 2 sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

SHERWOOD

2 LOTS

Bosco Jonson Pty Ltd

A.C.N 080 522 756

71 Palmerston Crescent South Melbourne

Vic 3205 Australia DX 20524 Emerald Hill

Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) ROBERT NORMAN JONSON

SIGNATURE

DATE / /

REF 1208

08/12/99

VERSION A

DWG 120800AA



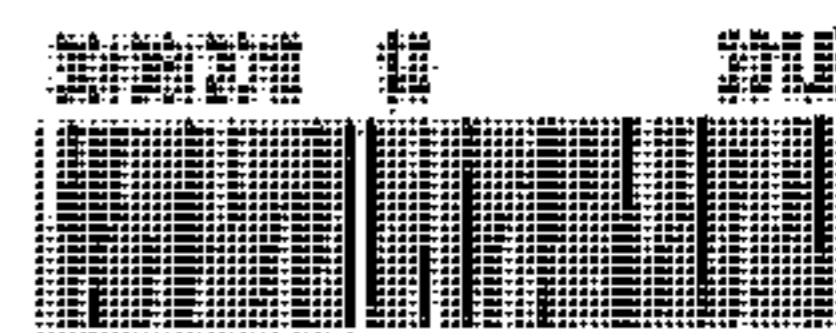
# G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987

Use to notify the Registrar of land subject to GAIC

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

## AH46211E



### Read this before you start

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

### Purpose

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

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

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

See attached list

### 2. Signature/s

Growth Areas Authority

Signature

Name of Signatory

Peter Seamer

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

30/08/2010

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

No Go to question 5

Yes ☒ What is the customer code? Reference

14273H 0/10/7728

### 5. Lodging party details

Lodging party

Given Name(s)

Family Name/ Company Name Growth Areas Authority

Phone

Address

No. Street

Suburb Postcode

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

#### 1. In person

Level 9, 570 Bourke Street  
Melbourne 3000

#### 2. By mail

P.O. Box 500  
East Melbourne 3002

# AH46211E

30/08/2010 \$0

201UB



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

**AH46211E**

30/08/2010 \$0

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

**AH46211E**

30/09/2010 \$0

201UB



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

姓名: 王 强 性别: 男 年龄: 25 身份证号: 110101199801010001  
 联系电话: 13800138000 电子邮箱: wangqiang@example.com  
 联系地址: 北京市朝阳区建国路123号 邮编: 100000  
 职业: 软件开发工程师 所属公司: 北京科技有限公司  
 教育背景: 清华大学计算机系 本科学历 2015-2019  
 工作经历: 2019-至今 北京科技有限公司 软件开发工程师  
 2018-2019 上海网络科技有限公司 前端开发工程师  
 2017-2018 广州信息科技有限公司 产品经理  
 2016-2017 深圳信息技术有限公司 运营专员  
 2015-2016 杭州电子商务有限公司 客服专员  
 兴趣爱好: 篮球、阅读、旅行、摄影、音乐  
 自我评价: 性格开朗，为人诚恳，有较强的责任心和团队合作精神。热爱工作，追求卓越，不断学习新知识，提升专业技能。具备良好的沟通能力和解决问题的能力。

20 December 2019

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

1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Facsimile: 03 9309 0109  
[www.hume.vic.gov.au](http://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**

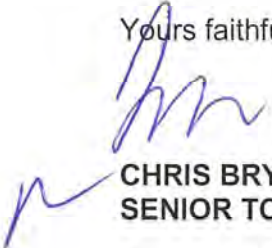
Further to the above application, I enclose your amended planning permit. You will note that no plans have been endorsed. This is due to the requirement in Condition 1 of the permit that modifications to the plan are required prior to endorsement.

**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.

DRAFT

# 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.

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**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

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1. Before the plan of subdivision is certified under the *Subdivision Act 1988*, 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.

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

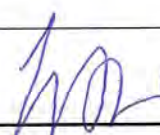
THIS PERMIT HAS BEEN AMENDED UNDER SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987

- 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 abuttal 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;

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- 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:
  - a. 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*;
  - b. the housing densities in that stage and earlier stages of the subdivision.
  - c. 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;

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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.

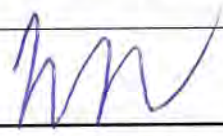
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- e. Easements or reserves in favour of Melbourne Water over existing and proposed Melbourne Water assets to the satisfaction of Melbourne Water and the responsible authority.
21. In accordance with section 8 of the *Subdivision Act 1988* and clause 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

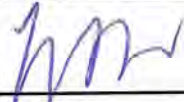
31. Construction stockpiles, fill, machinery, excavation and works or other activities associated with the buildings or works must:

- 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.

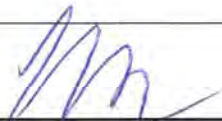
The various road works must be maintained by the owner until this subcondition has been complied with.

- 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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- g. Lighting of roads and pedestrian/cycle 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.

**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

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.

**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

**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

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
19 December 2019	<ul style="list-style-type: none"><li>Conditions 7, 16, 26H and 35 amended to tie requirements to relevant stages.</li></ul>

DRAFT

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

**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.

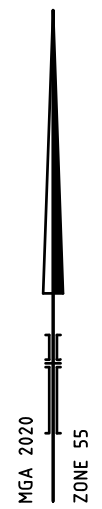
**WHAT ABOUT APPEALS?**

- \* 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.

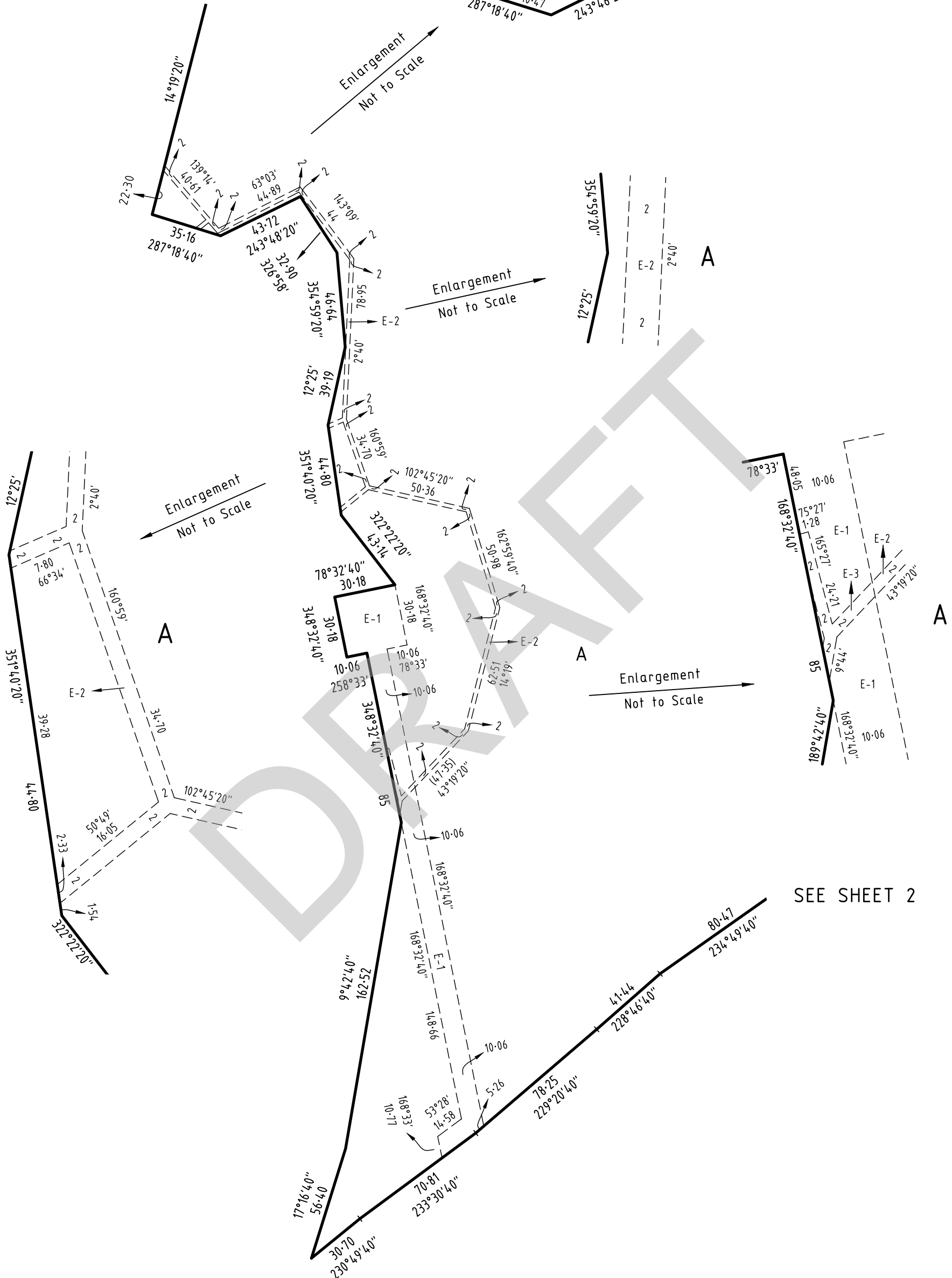
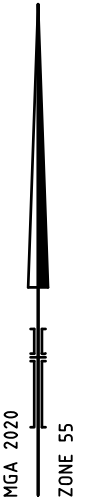
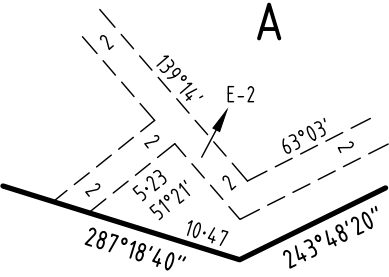
**Date Issued: 06 December 2019** *Signature for the responsible authority* 

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

PLAN OF SUBDIVISION			EDITION 1	PS 832946V		
<div>LOCATION OF LAND</div> <div>PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY(PART)</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: -</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCE: C/T VOL 12065 FOL 539</div> <div>LAST PLAN REFERENCE: LOT 1 on PS730378B</div> <div>POSTAL ADDRESS: 250 RACECOURSE ROAD (at time of subdivision) SUNBURY 3429</div> <div>MGA2020 CO-ORDINATES: E: 299 940 ZONE: 55 (of approx centre of land in plan) N: 5 841 250</div>						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER	COUNCIL / BODY / PERSON		<div>This is a SPEAR Plan.</div> <div>Land being subdivided is enclosed within thick continuous lines</div> <div>Lots 1 to 200 (both inclusive) have been omitted from this plan.</div> <div>Lot A is not the subject of this survey.</div>			
ROAD R-1	HUME CITY COUNCIL					
RESERVE No.1	HUME CITY COUNCIL					
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LIMITED					
NOTATIONS						
DEPTH LIMITATION DOES NOT APPLY						
<div>SURVEY:</div> <div>This plan is based on survey</div> <div>STAGING:</div> <div>This is not a staged subdivision</div> <div>Planning Permit No. P22159</div> <div>This survey has been connected to permanent marks No(s).</div> <div>BUTTLEJORRK PM 56 &amp; 92</div> <div>In Proclaimed Survey Area No. 46</div>						
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	WATER SUPPLY	SEE PLAN	TRANSFER No. 675047	C/T VOL 3475 FOL 981		
E-2	SEWERAGE	SEE PLAN	PS 730378B	WESTERN WATER		
E-2	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION		
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-3	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION		
E-4	CARRIAGEWAY	4	PS 730378B	LOT 2 ON PS 730378B		
E-5	DRAINAGE	3	THIS PLAN	HUME CITY COUNCIL		
E-5	SEWERAGE	3	THIS PLAN	WESTERN REGION WATER CORPORATION		
E-6	SEWERAGE	2.50	THIS PLAN	WESTERN REGION WATER CORPORATION		
SHERWOOD GRANGE ESTATE - STAGE 2 (29 LOTS)			AREA OF STAGE - 4.195ha			
<div><div>spiire</div><div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div></div>		SURVEYORS FILE REF: 305946SV00		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6	
		Licensed Surveyor: Stephen Anthony Motta Version: 5				



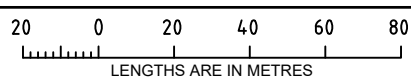
SEE SHEET 2



SEE SHEET 2

SURVEYOR'S FILE REF: 305946SV00

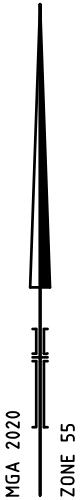
SCALE  
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ORIGINAL SHEET  
SIZE: A3

SHEET 3

SEE SHEET 2



A

DRAFT

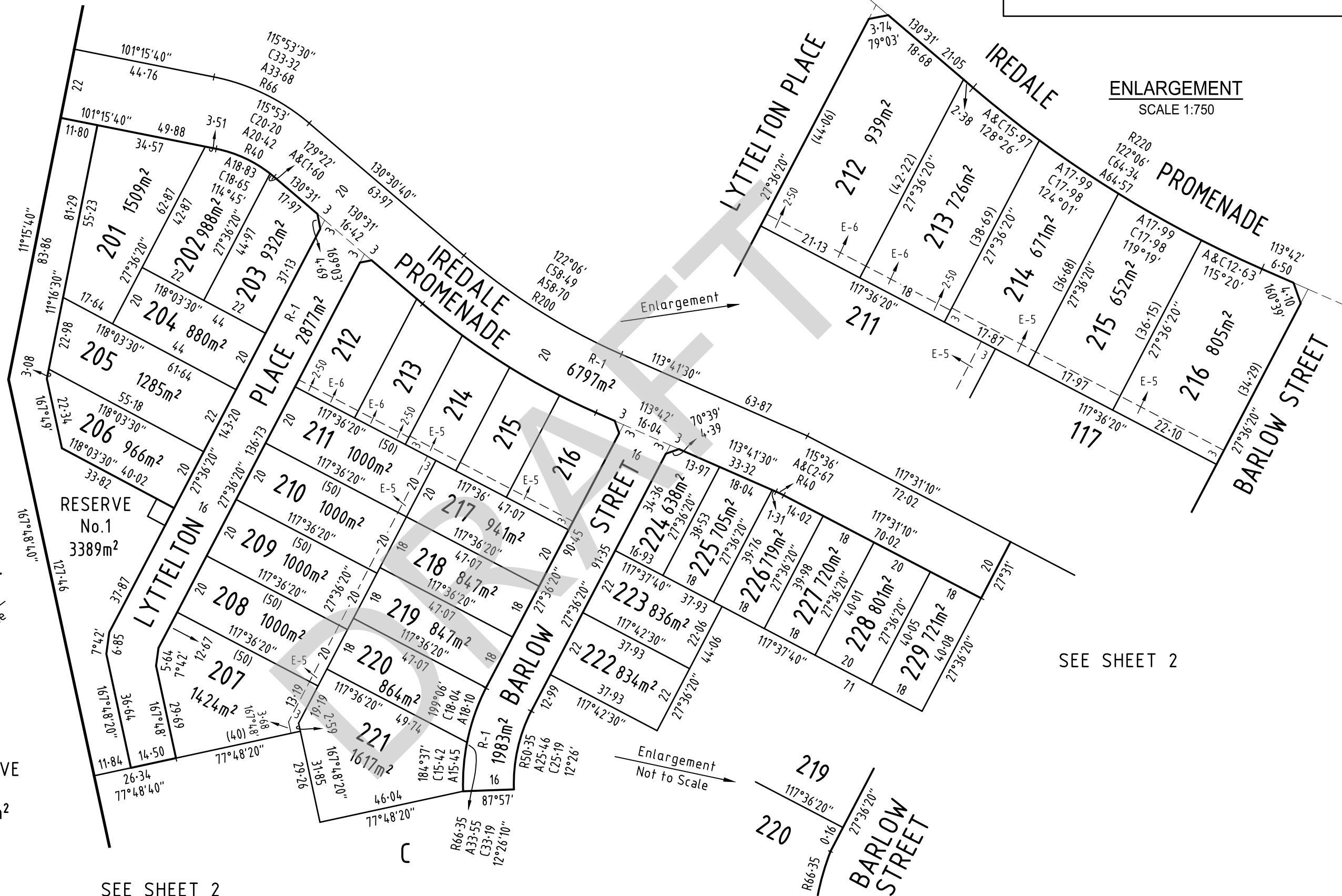
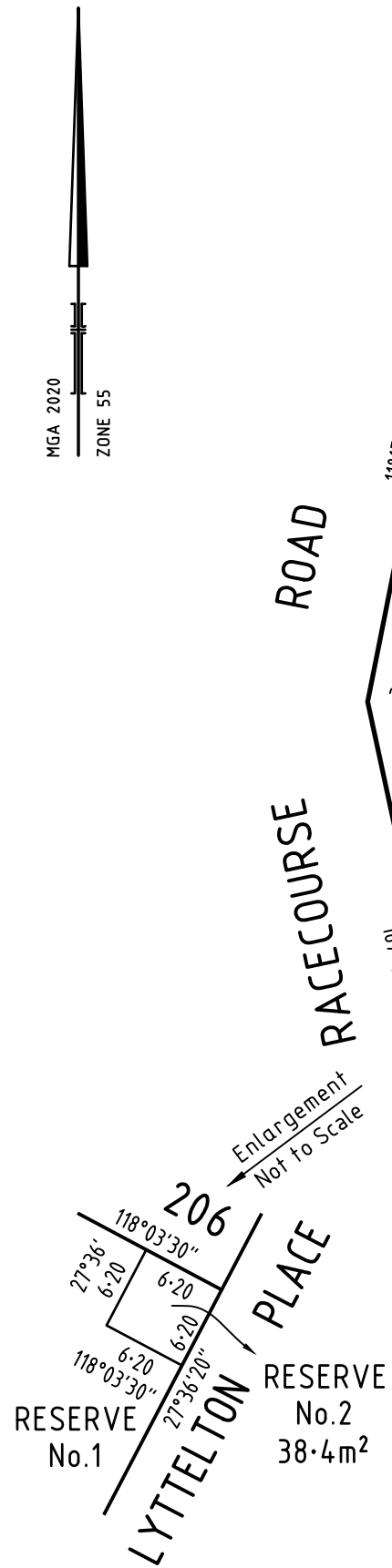
SEE SHEET 2

SURVEYOR'S FILE REF: 305946SV00	SCALE 1: 4000 <div><div></div><div>400</div><div>800</div><div>1200</div><div>1600</div></div> <div>LENGTHS ARE IN METRES</div>	ORIGINAL SHEET SIZE: A3	SHEET 4
<div><div>spiire</div><div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div></div>	Licensed Surveyor: Stephen Anthony Motta Version: 5		

# ENLARGEMENT

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SCALE 1:750



SEE SHEET 2

SEE SHEET 2

SURVEYOR'S FILE REF: 305946SV00



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SCALE  
1: 1250

12.5 0 12.5 25 37.5 50  
LENGTHS ARE IN METRES

Licensed Surveyor: Stephen Anthony Motta  
Version: 5

ORIGINAL SHEET  
SIZE: A3

SHEET 5

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 201 to 229 (all inclusive) on this plan  
Land to be Burdened: Lots 201 to 229 (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 201 to 229 (all inclusive) on this plan  
Land to be Burdened: Lots 201 to 229 (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.

CREATION OF RESTRICTION 3

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

Land to Benefit: Lots 201, 205 and 206 on this plan  
Land to be Burdened: Lots 201, 205 and 206 on this plan

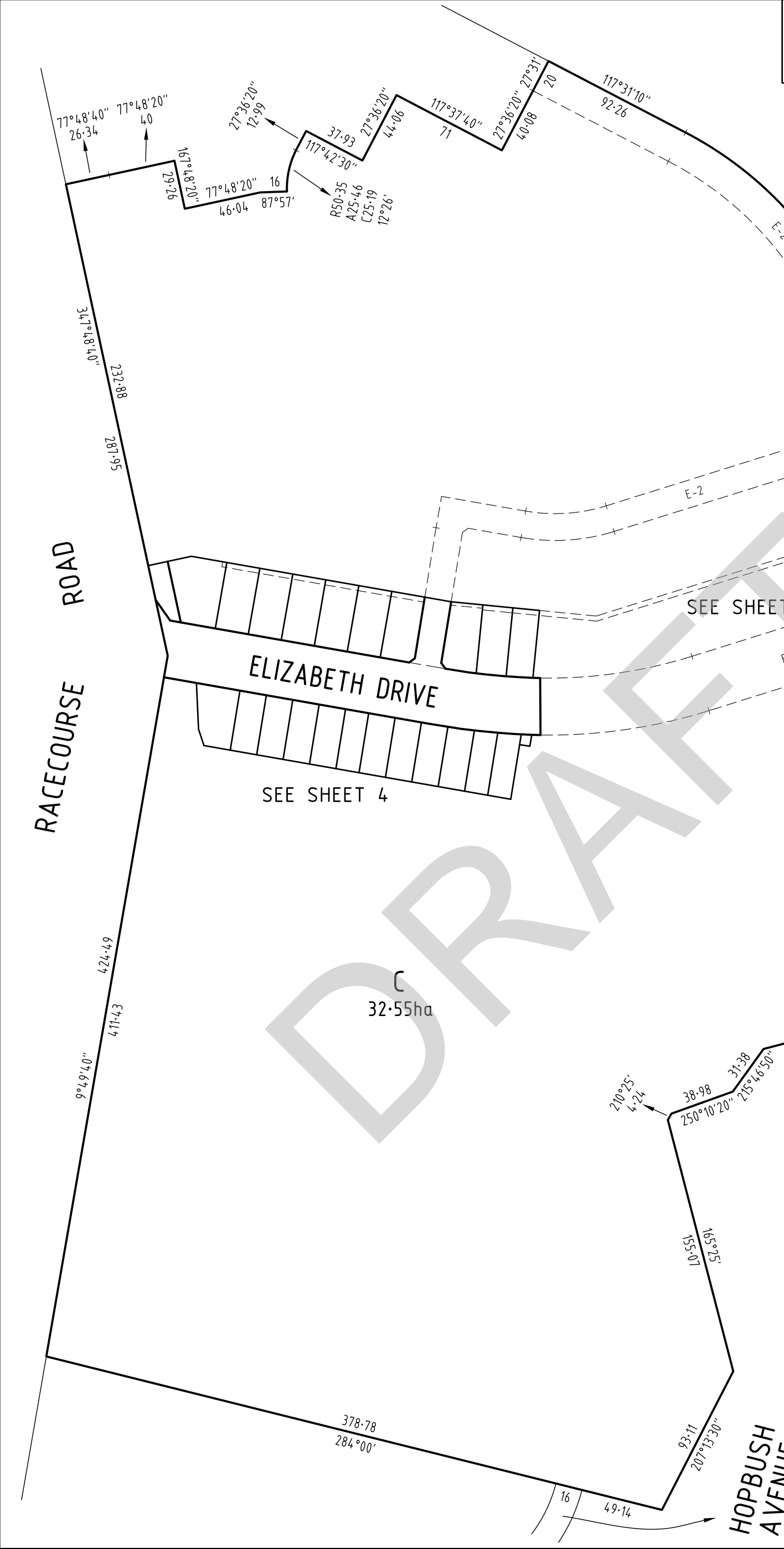
Description of Restriction:

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 fencing that is not predominately open, low or otherwise designed to avoid long stretches of high solid fence interface to Racecourse Road and to the satisfaction of the responsible authority.

PLAN OF SUBDIVISION			EDITION 1		PS 842444Q	
<div>LOCATION OF LAND</div> <div>PARISH: BOLLINDA, BULLA BULLA AND BUTTLEJORRK WJT CLARKES CROWN SPECIAL SURVEY(PART)</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: -</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCE: C/T VOL FOL</div> <div>LAST PLAN REFERENCE: LOT B on PS 832946V</div> <div>POSTAL ADDRESS: 250 RACECOURSE ROAD (at time of subdivision) SUNBURY 3429</div> <div>MGA2020 CO-ORDINATES: E: 300 000 ZONE: 55 (of approx centre of land in plan) N: 5 840 872</div>						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL / BODY / PERSON		<div>This is a SPEAR Plan.</div> <div>Land being subdivided is enclosed within thick continuous lines</div> <div>Lots 1 to 100 (all inclusive), A and B have been omitted from this plan.</div>		
ROAD R-1		HUME CITY COUNCIL				
RESERVE No.1		HUME CITY COUNCIL				
RESERVE No.2		JEMENA ELECTRICITY NETWORKS (VIC) LIMITED				
NOTATIONS						
DEPTH LIMITATION : DOES NOT APPLY						
<div>SURVEY:</div> <div>This plan is based on survey</div> <div>STAGING:</div> <div>This is not a staged subdivision</div> <div>Planning Permit No. P22159</div> <div>This survey has been connected to permanent marks No(s).</div> <div>BUTTLEJORRK PM 56 &amp; 92</div> <div>In Proclaimed Survey Area No. 46</div>						
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	SEE PLAN	THIS PLAN	HUME CITY COUNCIL		
E-2	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION		
E-3	SEWERAGE	2	THIS PLAN	WESTERN REGION WATER CORPORATION		
SHERWOOD GRANGE ESTATE - STAGE 1 (22 LOTS)				AREA OF STAGE - 2.394ha		
<div><div>spiire</div><div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div></div>			SURVEYORS FILE REF: 305950SV00		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
			Licensed Surveyor: Stephen Anthony Motta Version: 3			

**PS 842444Q**

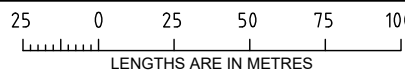


SURVEYOR'S FILE REF: 305950SV00

**SCALE**  
1: 2500

25 0 25 50 75 100

LENGTHS ARE IN METRES



ORIGINAL SHEET  
SIZE: A3

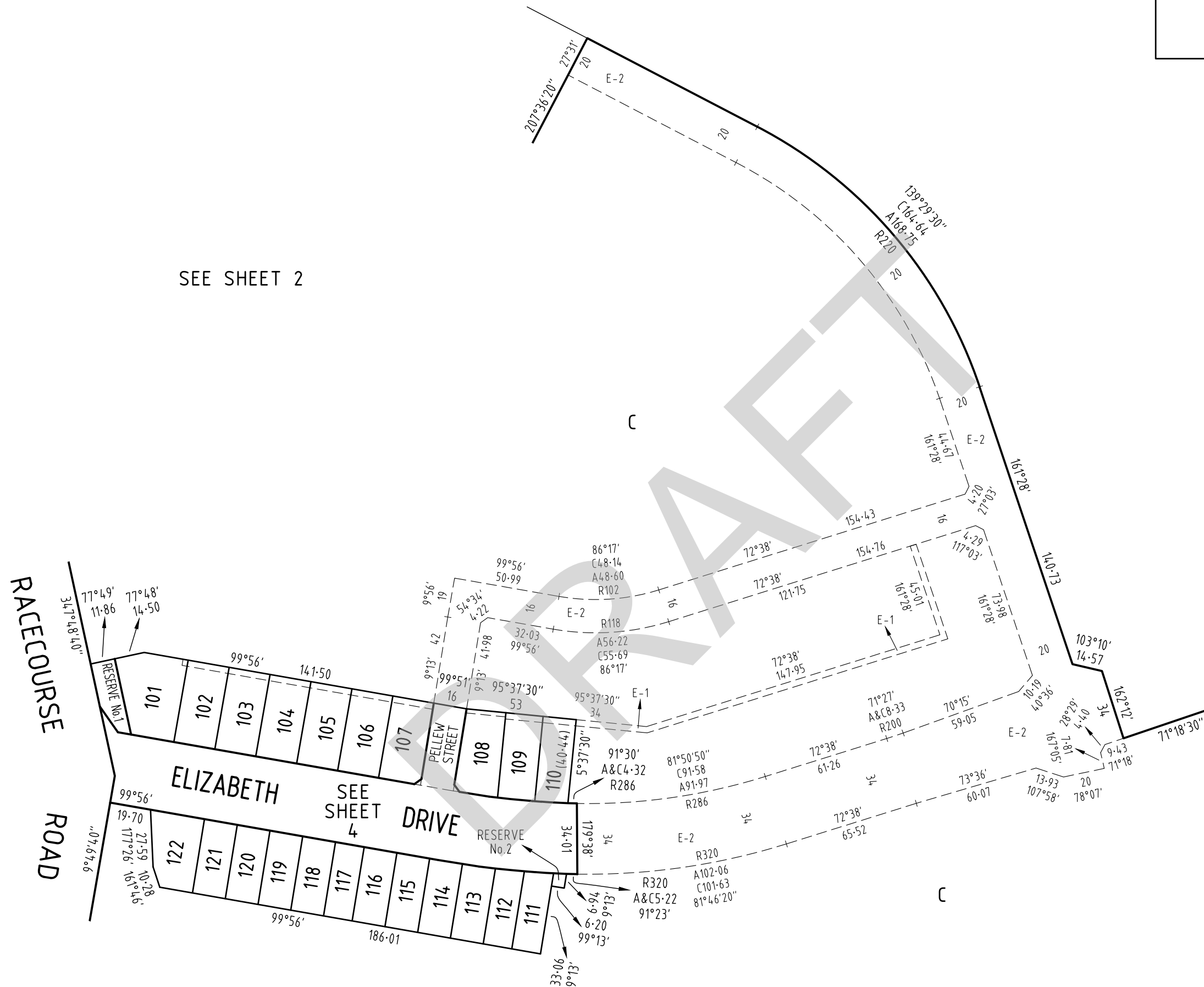
SHEET 2

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Version: 3

SEE SHEET 2



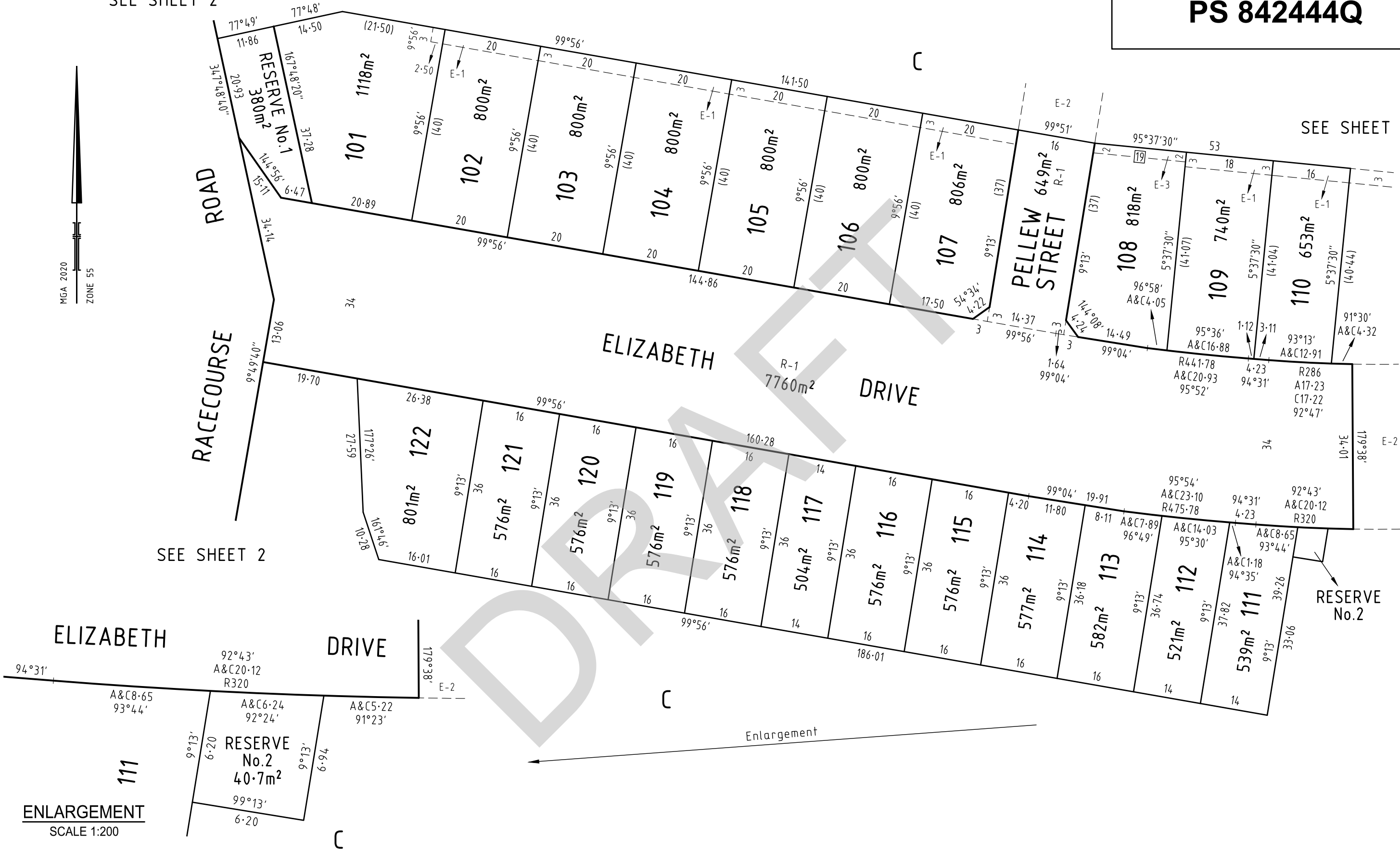
SHEET 3

Licensed Surveyor: Stephen Anthony Motta  
Version: 3

SEE SHEET 2

PS 842444Q

SEE SHEET 3



SURVEYOR'S FILE REF: 305950SV00

SCALE  
1: 750

ORIGINAL SHEET  
SIZE: A3

SHEET 4



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Licensed Surveyor: Stephen Anthony Motta  
Version: 3

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 101 to 122 (all inclusive) on this plan  
Land to be Burdened: Lots 101 to 122 (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 101 to 122 (all inclusive) on this plan  
Land to be Burdened: Lots 101 to 122 (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.

CREATION OF RESTRICTION 3


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

Land to Benefit: Lots 102 to Lots 122 (all inclusive) on this plan  
Land to be Burdened: Lot 101

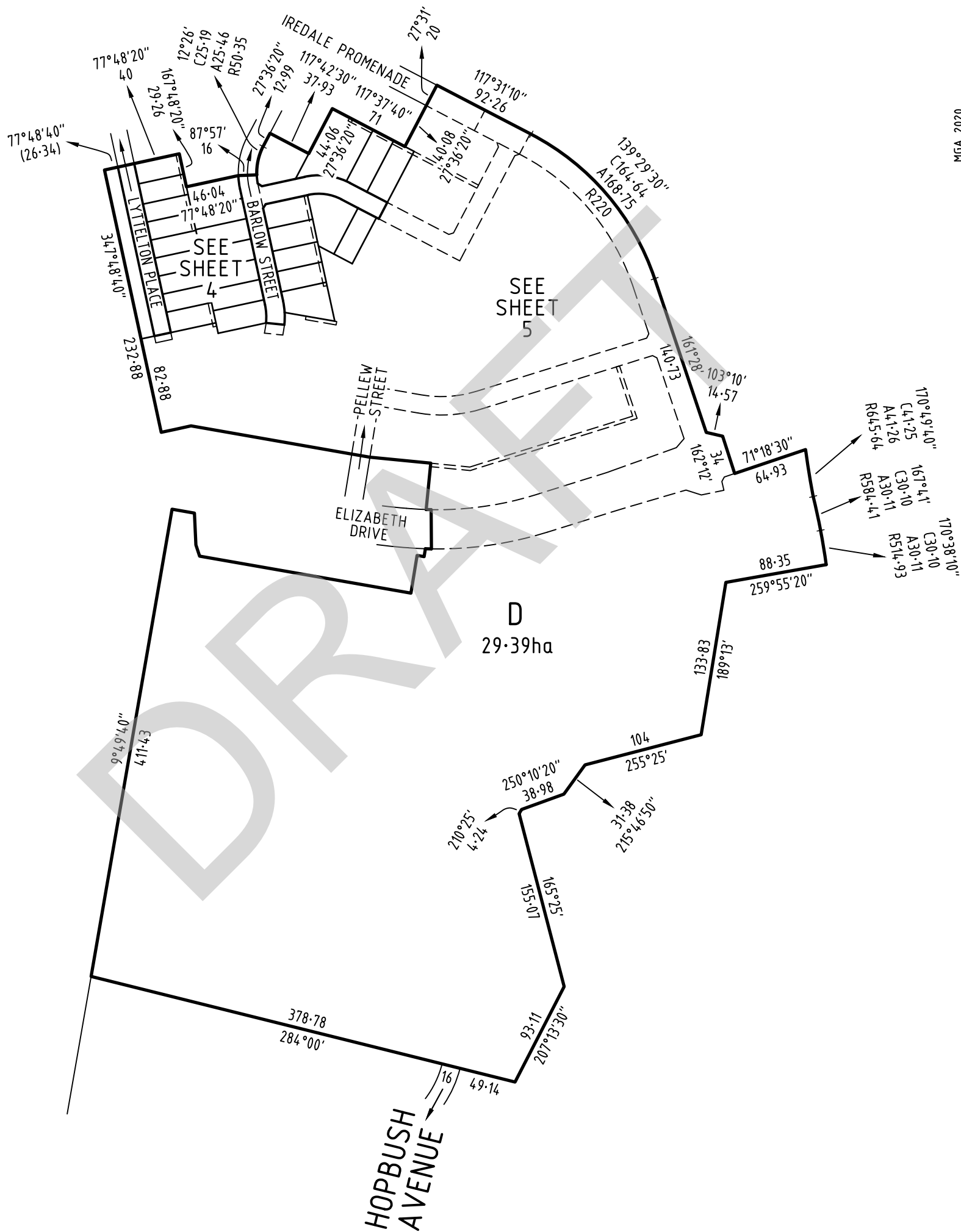
Description of Restriction:

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 fencing that is not predominately open, low or otherwise designed to avoid long stretches of high solid fence interface to Racecourse Road and to the satisfaction of the responsible authority.

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		<div>This is a SPEAR Plan.</div> <div>Land being subdivided is enclosed within thick continuous lines</div> <div>Lots 1 to 300, and A to C (all inclusive) have been omitted from this plan.</div> <div>Other purpose of this plan</div> <div>To remove by agreement part of easement E-2 created on PS 842444Q.</div> <div>Grounds for Removal of Easement:</div> <div>By agreement pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.</div>			
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						
SHERWOOD GRANGE ESTATE - STAGE 3 (28 LOTS)				AREA OF STAGE - 3.165ha		
<div><div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div></div>		SURVEYORS FILE REF: 305947SV00_V4		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6	
		Licensed Surveyor: Stephen Anthony Motta Version: 4				

						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	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			
<div></div>							
SURVEYOR'S FILE REF: 305947SV00_V4				ORIGINAL SHEET SIZE: A3		SHEET 2	
<div><div>spiire</div><div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div></div>		Licensed Surveyor: Stephen Anthony Motta Version: 4					



SURVEYOR'S FILE REF: 305947SV00\_V4

SCALE 1: 4000

40 0 40 80 120 160

LENGTHS ARE IN METRES

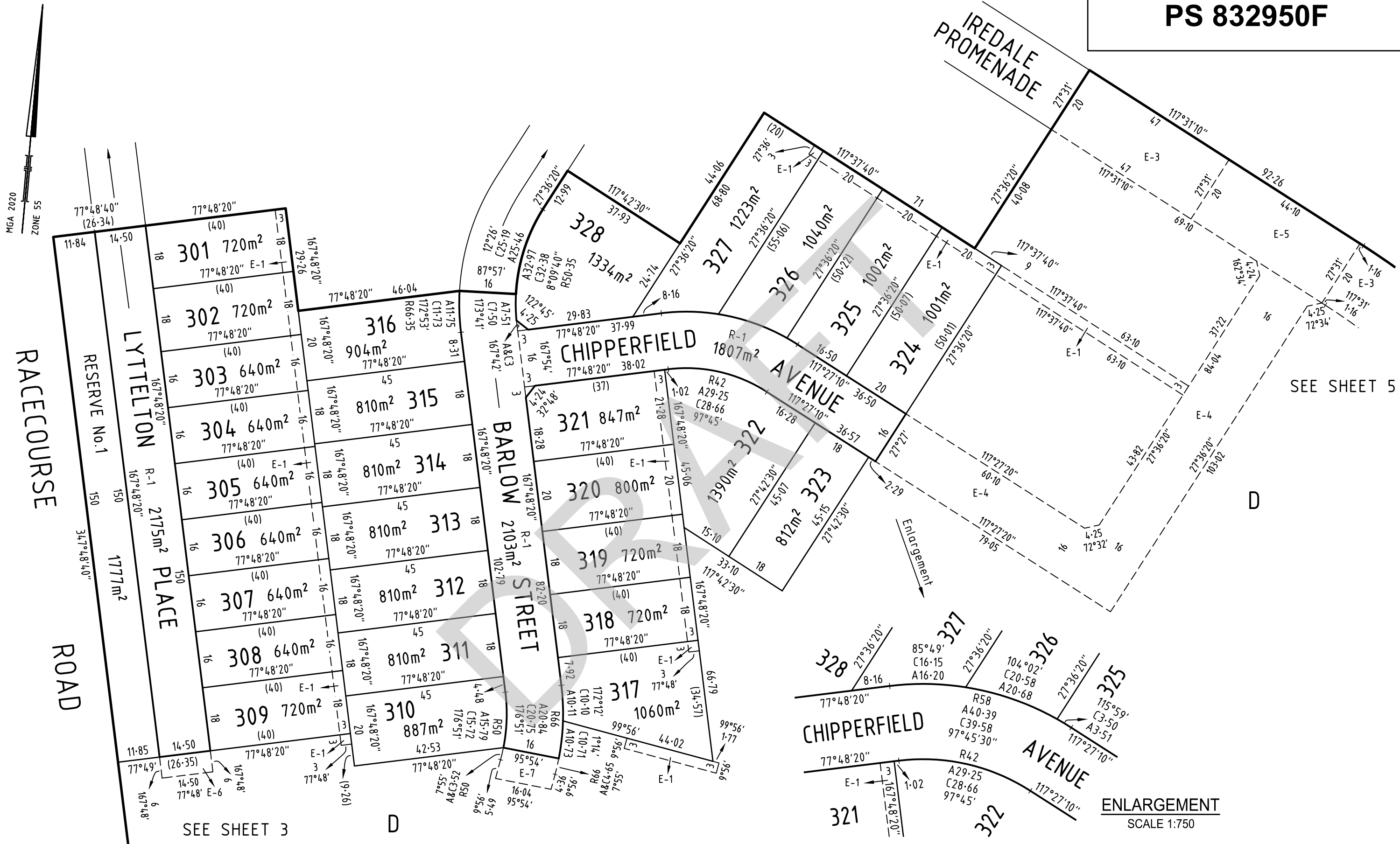
ORIGINAL SHEET SIZE: A3

SHEET 3



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Melbourne Vic 8007  
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SCALE  
1: 1000

10 0 10 20 30 40  
LENGTHS ARE IN METRES

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Version: 4

ORIGINAL SHEET  
SIZE: A3

SHEET 4



SEE SHEET 3

SEE SHEET 4

SEE SHEET 3

SEE SHEET 3

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Melbourne Vic 8007  
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SCALE  
1: 2000

LENGTHS ARE IN METRES

Licensed Surveyor: Stephen Anthony Motta  
Version: 4

ORIGINAL SHEET  
SIZE: A3

SHEET 5

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.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### Privacy Collection Statement

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

Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

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

### Provisions:

#### 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 301 to Lot 328 (inclusive) within subdivision plan PS 832950F must be contained within the building envelopes shown on the attached plan and defined by the associated setback profiles and written notes contained therein.

#### 1. Text of restrictions:

The matters which are restricted by the building envelopes are:

##### 1.1 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.

35271702A

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 8

THE BACK OF THIS FORM MUST NOT BE USED

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

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 1.2 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.

### 1.3 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.

### 1.4 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.

### 1.5 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:

- Landings with an area of not more than 2 square metres and less than 0.8 metres high from natural ground level

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters

**DRAFT**

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 4.5 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.

### **1.6 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.

### **1.7 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.

### **1.8 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.

### **1.9 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.

### **1.10 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.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 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.

### 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)

### 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.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 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.

**DRAFT**


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# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 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)
301	Lot number
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Satterley and the Hume City Council)
Ø	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 3

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.

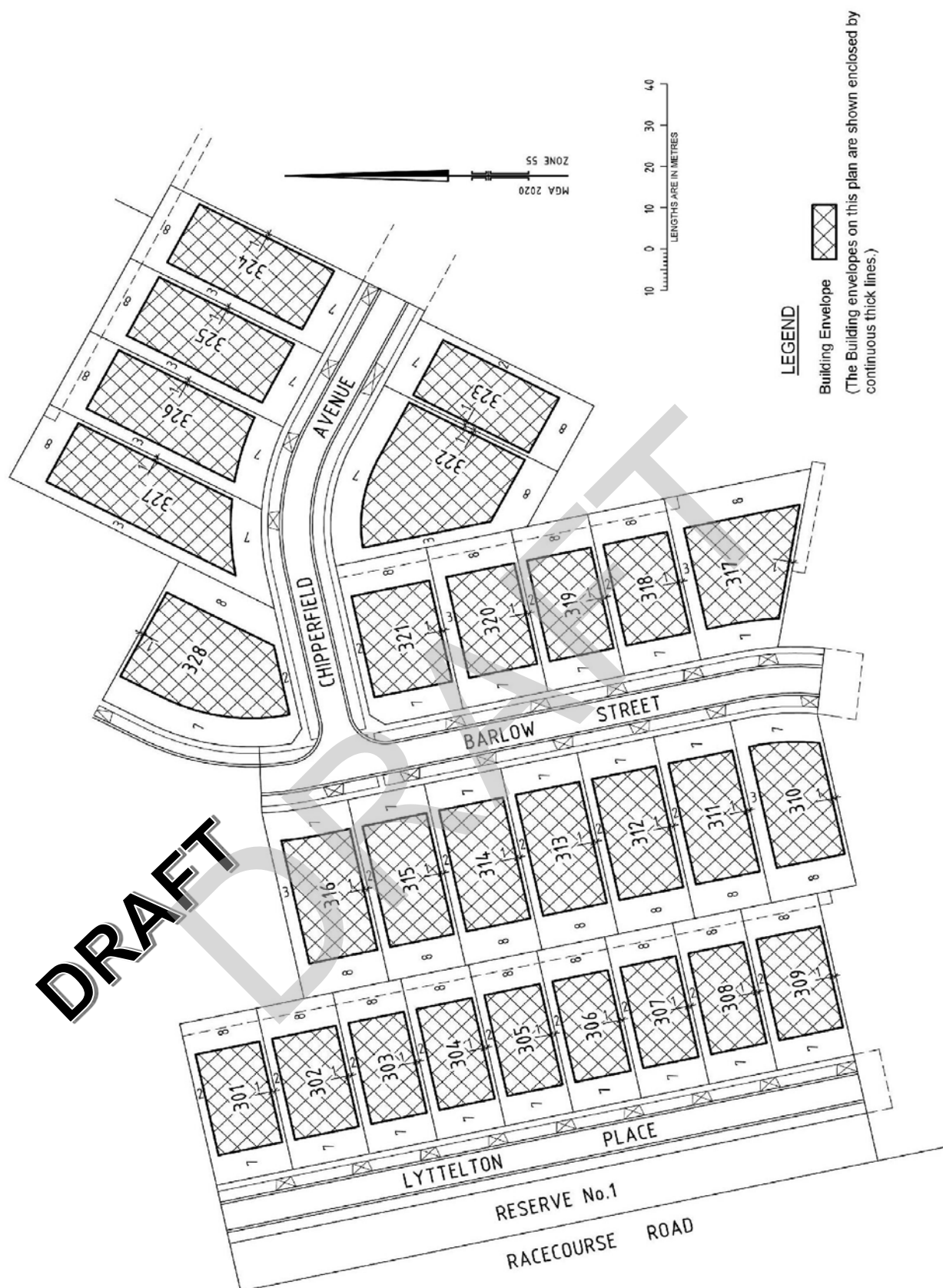
	Single Storey Building Envelope Note: Garages must be setback a minimum of 5m from main street frontage
	Building to Boundary Zone
	Overlooking Zone - Habitable room windows or raised open spaces are a source of overlooking
	Non-Overlooking Zone - Habitable room windows or raised open spaces are not 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

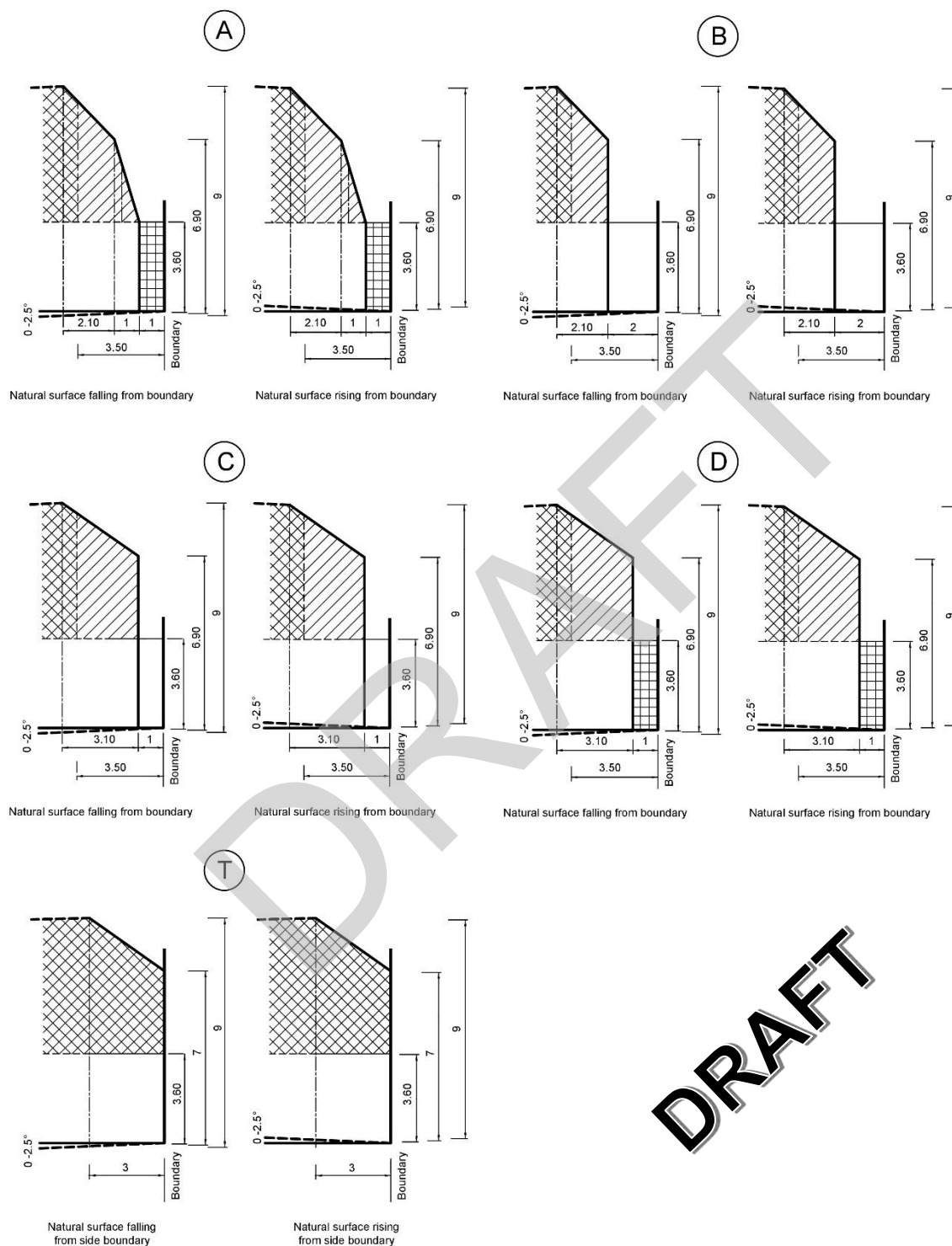
## Section 91A Transfer of Land Act 1958



# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### PROFILE DIAGRAMS



**DRAFT**

LOT MIX TABLE

TOTAL NUMBER OF LOTS :	301	AVERAGE: 846.3m <sup>2</sup>	
LOTS 599m <sup>2</sup> AND LESS	22	AVERAGE: 567.9m <sup>2</sup>	7.6%
LOTS 600m <sup>2</sup> TO 699m <sup>2</sup>	58	AVERAGE: 642.1m <sup>2</sup>	18.9%
LOTS 700m <sup>2</sup> TO 799m <sup>2</sup>	56	AVERAGE: 726.5m <sup>2</sup>	18.6%
LOTS 800m <sup>2</sup> TO 899m <sup>2</sup>	68	AVERAGE: 827.2m <sup>2</sup>	22.6%
LOTS 900m <sup>2</sup> TO 999m <sup>2</sup>	37	AVERAGE: 934.8m <sup>2</sup>	12.3%
LOTS 1000m <sup>2</sup> AND GREATER	60	AVERAGE: 1226.1m <sup>2</sup>	19.9%

LOT MIX		
LOT RANGE	NO. OF LOTS	LOTS %
0 - 300m <sup>2</sup>	0	0.0%
300m <sup>2</sup> - 600m <sup>2</sup>	22	5.4%
600m <sup>2</sup> +	279	94.6%
TOTAL	301	100%

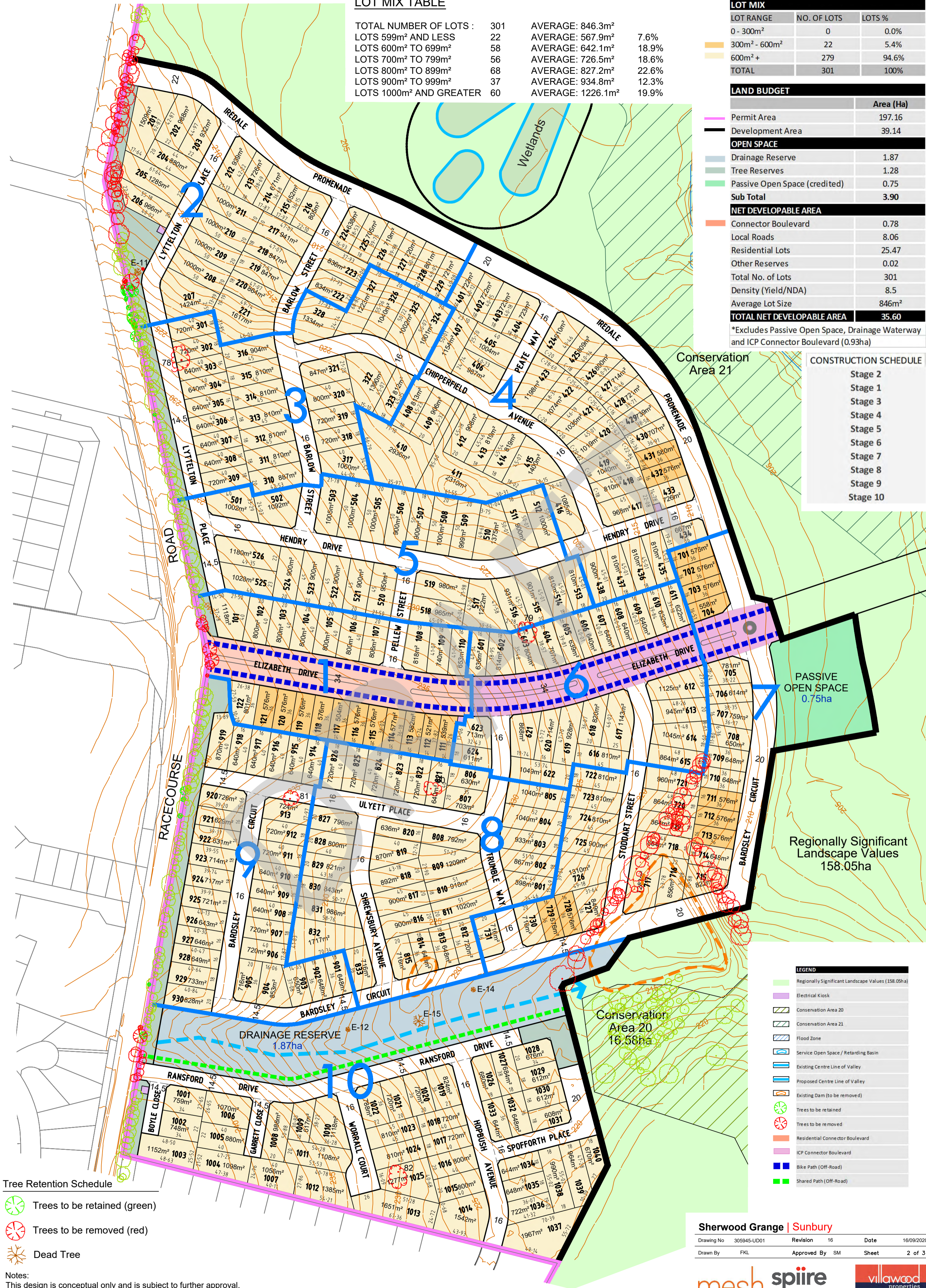
LAND BUDGET	
	Area (Ha)
Permit Area	197.16
Development Area	39.14

OPEN SPACE	
Drainage Reserve	1.87
Tree Reserves	1.28
Passive Open Space (credited)	0.75
Sub Total	3.90

NET DEVELOPABLE AREA	
Connector Boulevard	0.78
Local Roads	8.06
Residential Lots	25.47
Other Reserves	0.02
Total No. of Lots	301
Density (Yield/NDA)	8.5
Average Lot Size	846m <sup>2</sup>
TOTAL NET DEVELOPABLE AREA	35.60

\*Excludes Passive Open Space, Drainage Waterway and ICP Connector Boulevard (0.93ha)

CONSTRUCTION SCHEDULE	
Stage 2	
Stage 1	
Stage 3	
Stage 4	
Stage 5	
Stage 6	
Stage 7	
Stage 8	
Stage 9	
Stage 10	



Tree Retention Schedule

- Trees to be retained (green)
- Trees to be removed (red)
- Dead Tree

Notes:  
This design is conceptual only and is subject to further approval.  
Contour interval 1m.

Subdivision Layout Plan

Sherwood Grange | Sunbury

Drawing No	305945-UD01	Revision	16	Date	16/09/2020
Drawn By	FKL	Approved By	SM	Sheet	2 of 3

mesh spire

villawood properties

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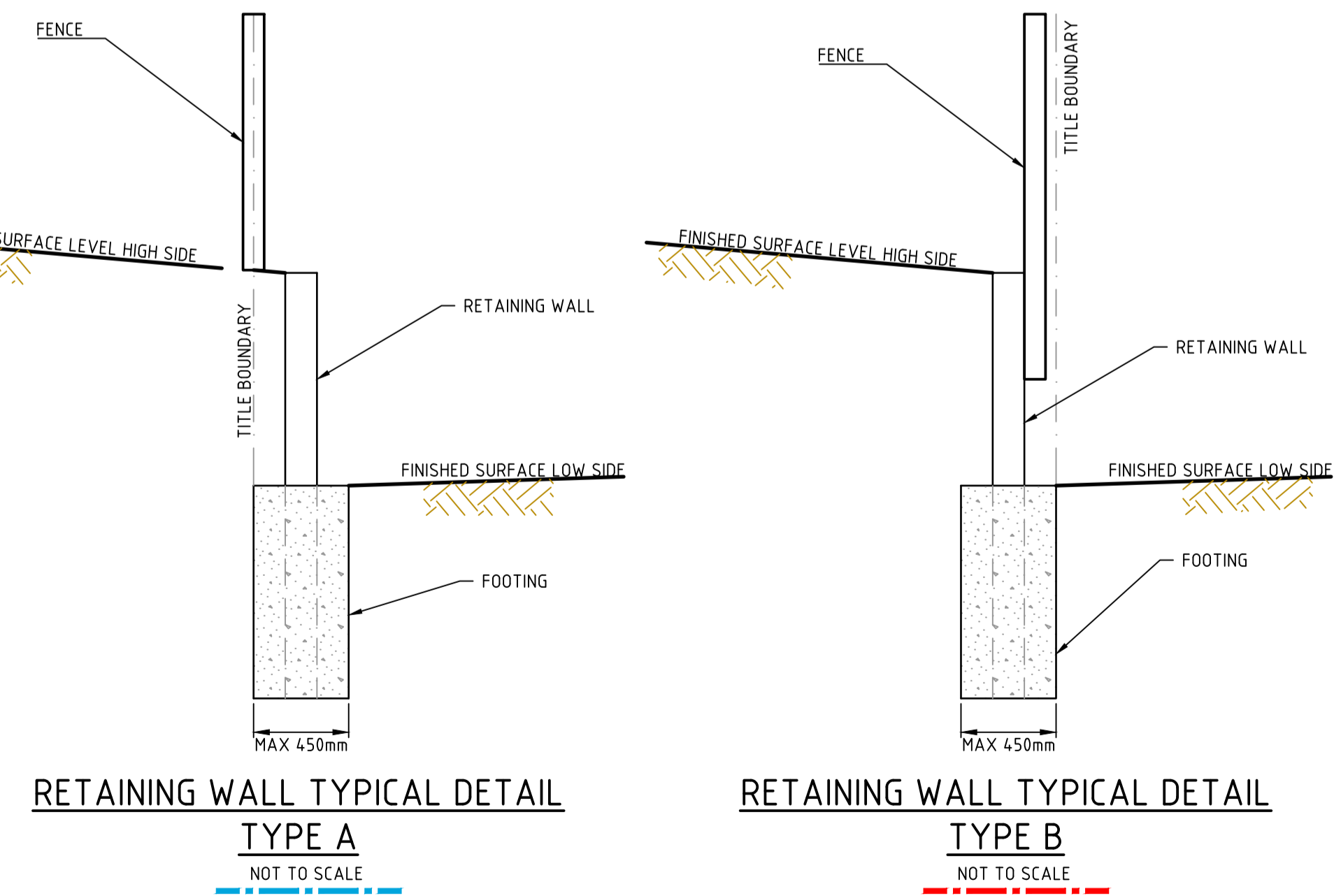
Co-ordinate Datum	MGA2020	Scale	A2	20 0 20 40 60
			1 : 2000	Lengths are in metres



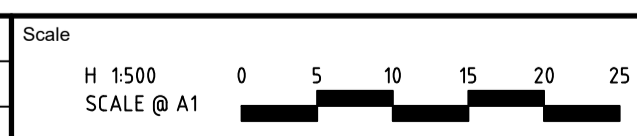
LEGEND

- FILLING ON LOTS GREATER THAN 200mm
- EXCAVATION ON LOTS GREATER THAN 200mm
- TOP OF BATTER
- TOE OF BATTER
- S SEWER MAIN AND MAINTENANCE SHAFT
- SRM SEWER RISING MAIN
- G GAS
- NDW NON-DRINKING WATER
- DW DRINKING WATER
- E UNDERGROUND ELEC
- T UNDERGROUND TELECOM
- STORMWATER DRAIN AND DRAINAGE PIT
- STORMWATER DRAIN LOT CONNECTION
- GW GAS/WATER LOT CONNECTION
- F56.63 EXISTING SURFACE
- E57.00 FINISHED SURFACE
- T57.01 TOP OF BATTER
- TW57.91 RETAINING WALL LEVEL
- DIRECTION OF FALL
- DRIVEWAY
- ROCK RETAINING WALL
- SLEEPER RETAINING WALL TYPE A
- SLEEPER RETAINING WALL TYPE B

NOTE:  
EARTHWORK DETAIL SHOWN IS BASED ON PRELIMINARY DESIGN ONLY. THE EARTHWORK DETAILS ARE SUBJECT TO CHANGE BASED ON THE FINAL DESIGN AND COUNCIL APPROVAL PROCESS.



B	ISSUED TO CLIENT	M.T-S	14-10-20		
A	ISSUED TO CLIENT	M.H	30-09-20		
Rev	Amendments	Approved	Date		



AS/NZS 1546:2011  
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AS/NZS 1546:2011

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**Sherwood Grange**

Designed  
L. TRAN

Authorised  
M. HOLMES

Checked  
D. SEVERINO

Date  
30-09-20

**SHERWOOD GRANGE  
STAGE 3**

**SALES PLAN**  
HUME CITY COUNCIL  
RACECOURSE ROAD HOLDINGS PTY LTD

**PRELIMINARY** Drg No **305947CG200** Rev **B**



# Sherwood Grange

Design Guidelines

JUNE 2020



# Sherwood Grange

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# Sherwood Grange

## 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.



# Sherwood Grange

## 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
<b>Maximum Site coverage</b>	No more than 50% of the lot.
<b>Maximum Building height</b>	No more than: <ul style="list-style-type: none"><li>• 9m for sites with a slope of less than 5%; and</li><li>• 10m for sites with a slope of greater than 5%.</li></ul>
<b>Minimum Side Boundary Setbacks*</b>	For lots with a frontage of over 18m: <ul style="list-style-type: none"><li>• 3m on one side and 1m on the other.</li></ul> For lots with a frontage of 18m or under: <ul style="list-style-type: none"><li>• 2m on one side and 1m on the other.</li></ul>
<b>Minimum Rear Boundary Setbacks*</b>	For lots with a minimum depth of: <ul style="list-style-type: none"><li>• More than 34m, no part closer than 8m.</li><li>• 34m or less, no part closer than 5m.</li></ul>
<b>Minimum Front Boundary Setback*</b>	7m to the front building line.
<b>Maximum Cut/Fill</b>	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 10m<sup>2</sup> 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.



# Sherwood Grange

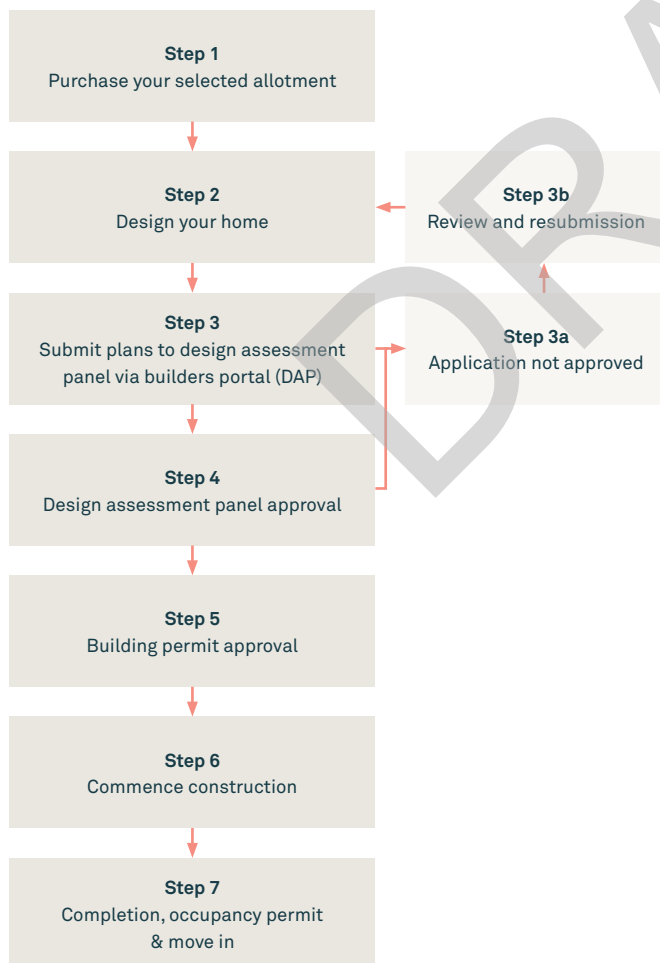
## 3. Approval Process

All documents are to be lodged via the Villawood Properties Builders Portal, this can be accessed by visiting the website [www.villawoodproperties.com.au](http://www.villawoodproperties.com.au)

General enquiries should be directed direct to the DAP via email [dap@kosaarchitects.com.au](mailto: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:
      - o 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
      - o House floor plans (1:100 scale)
      - o Elevations from four sides (1:100 scale)
      - o Schedule of external materials and colours. Colour swatches must be provided.
      - o 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.



# Sherwood Grange

## 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](http://www.villawoodproperties.com.au)

All enquires to:

SHERWOOD GRANGE DESIGN ASSESSMENT PANEL

c/- [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au)

or telephone contact on 03 9853 3513

### 3.4 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.

### 3.5 APPROVAL

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

### 3.6 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.

### 3.7 CONSTRUCTION

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



# Sherwood Grange

## 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

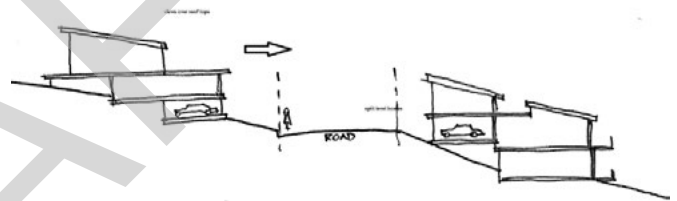
Houses must face the main street frontage and present an identifiable entrance to the street. The front door may face some side street frontages, this should be verified with the DAP. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum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



# Sherwood Grange

## 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.

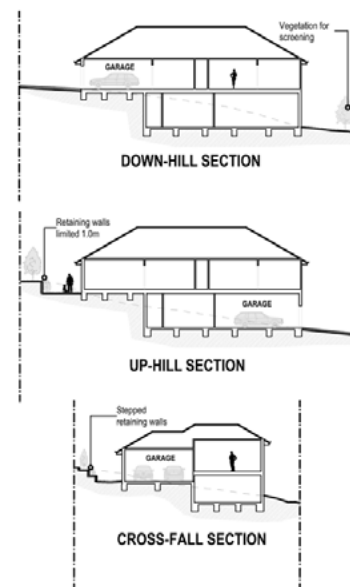
Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted (refer 5.7

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:

- 160 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.

### 5.8 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.

### 5.10 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.

## 5. Built Form

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.

### 5.11 OVERSHADOWING

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

### 5.12 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.



Exposed Aggregate



Dark (Charcoal) Coloured

**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 grey ridge to a maximum height of 1.8 metres.

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.



Typical boundary fencing location



Corner lot fencing

### Fences siding onto Waterways or abutting Jacksons Creek Valley

Fences on lots with a rear or side abuttal to the Jacksons Creek valley, waterways, Racecourse Road 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.

### 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.



# Sherwood Grange

## 6. External Considerations

### 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.

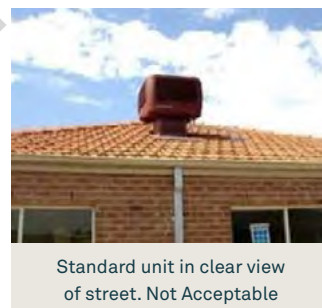
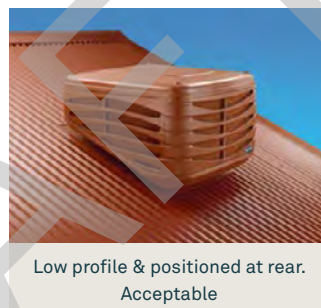
No car bodies, mechanical equipment, machinery, construction equipment etc shall be stored and or left on site visible from the public realm.

**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.

**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.

## 6. External Considerations

### 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.

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.

### 6.6 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. External Considerations

### 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.

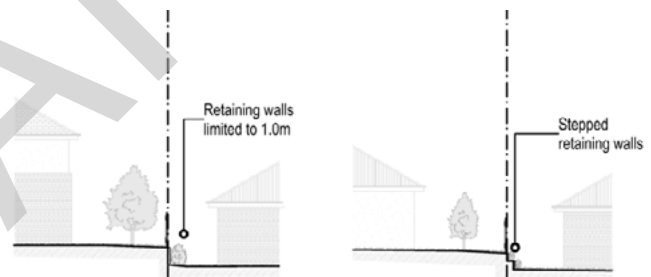
Where required, Villawood may construct retaining walls within the subject property as part of the civil construction works. Purchasers must not alter any constructed retaining walls without the DAP permission.

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.

- 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.



Internal retaining wall



Acceptable



Not Acceptable

### 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.



# Sherwood Grange

## 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

You must make sure your builder has installed a 32mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during 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 Optic 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](http://www.opticomm.net.au)



# Sherwood Grange

## 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.

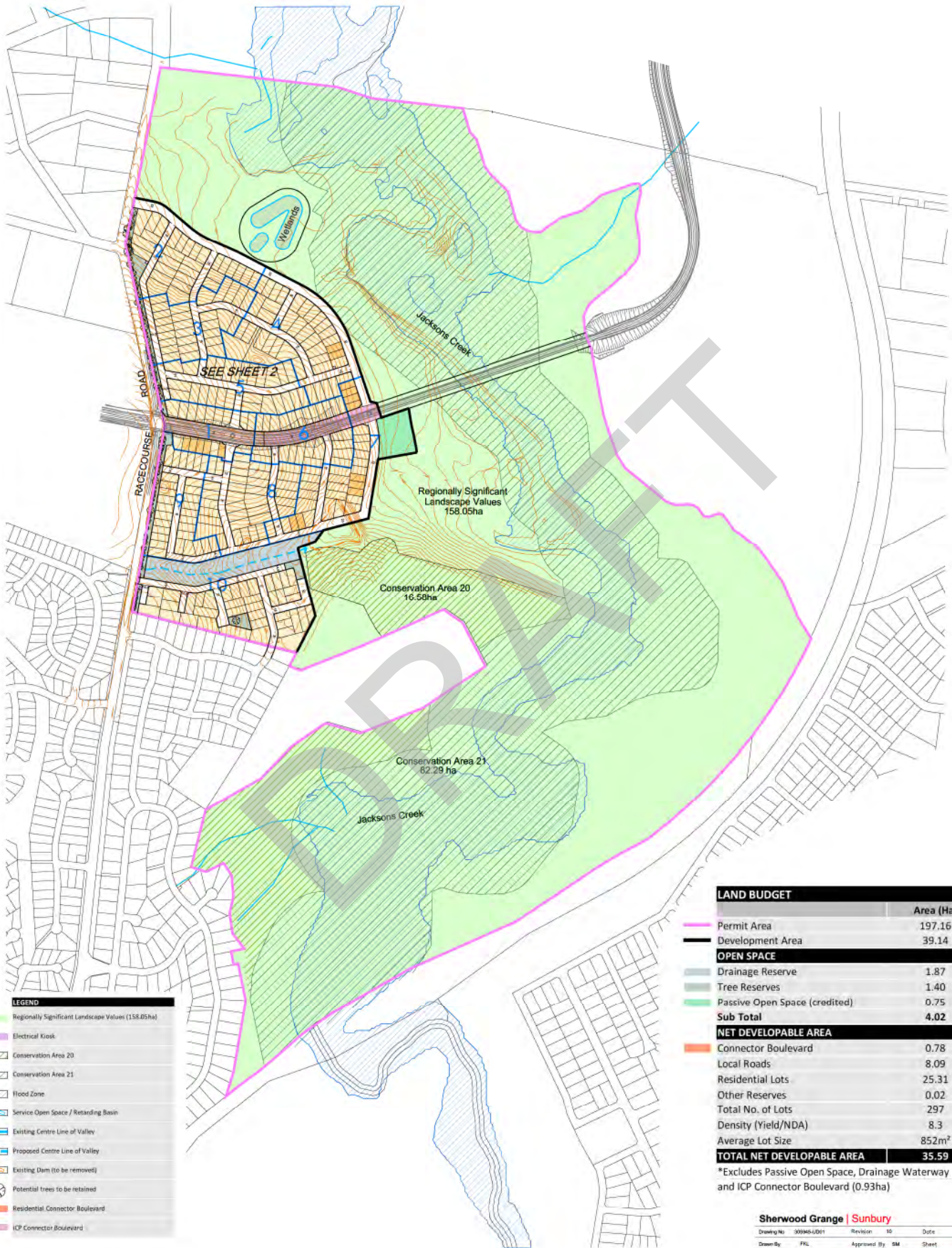
## 8. Building Envelopes

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.

DRAFT

LOT MIX		
LOT RANGE	NO. OF LOTS	LOTS %
0 - 300m <sup>2</sup>	0	0.0%
300m <sup>2</sup> - 600m <sup>2</sup>	16	5.4%
600m <sup>2</sup> +	281	94.6%
<b>TOTAL</b>	<b>297</b>	<b>100%</b>



LAND BUDGET	
	Area (Ha)
Permit Area	197.16
Development Area	39.14
<b>OPEN SPACE</b>	
Drainage Reserve	1.87
Tree Reserves	1.40
Passive Open Space (credited)	0.75
<b>Sub Total</b>	<b>4.02</b>
<b>NET DEVELOPABLE AREA</b>	
Connector Boulevard	0.78
Local Roads	8.09
Residential Lots	25.31
Other Reserves	0.02
Total No. of Lots	297
Density (Yield/NDA)	8.3
Average Lot Size	852m <sup>2</sup>
<b>TOTAL NET DEVELOPABLE AREA</b>	<b>35.59</b>
*Excludes Passive Open Space, Drainage Waterway and ICP Connector Boulevard (0.93ha)	

LEGEND	
	Regionally Significant Landscape Values (158.05ha)
	Electrical Kiosk
	Conservation Area 20
	Conservation Area 21
	Flood Zone
	Service Open Space / Retarding Basin
	Existing Centre Line of Valley
	Proposed Centre Line of Valley
	Existing Dam (to be removed)
	Potential trees to be retained
	Residential Connector Boulevard
	ICP Connector Boulevard

Notes:  
This design is conceptual only and is subject to further approval.  
Contour interval 1m.

## Subdivision Layout Plan

© 2020 SPIIRE CONSULTING PTY LTD

**Sherwood Grange | Sunbury**

Drawing No	309940-UD01	Revision	10	Date	28/05/2020
Drawn By	FKL	Approved By	SM	Sheet	1 of 2

**spiire** **villawood**

spiire.com.au

Co-ordinate Datum: MGA2020 Scale: A1 1:4000

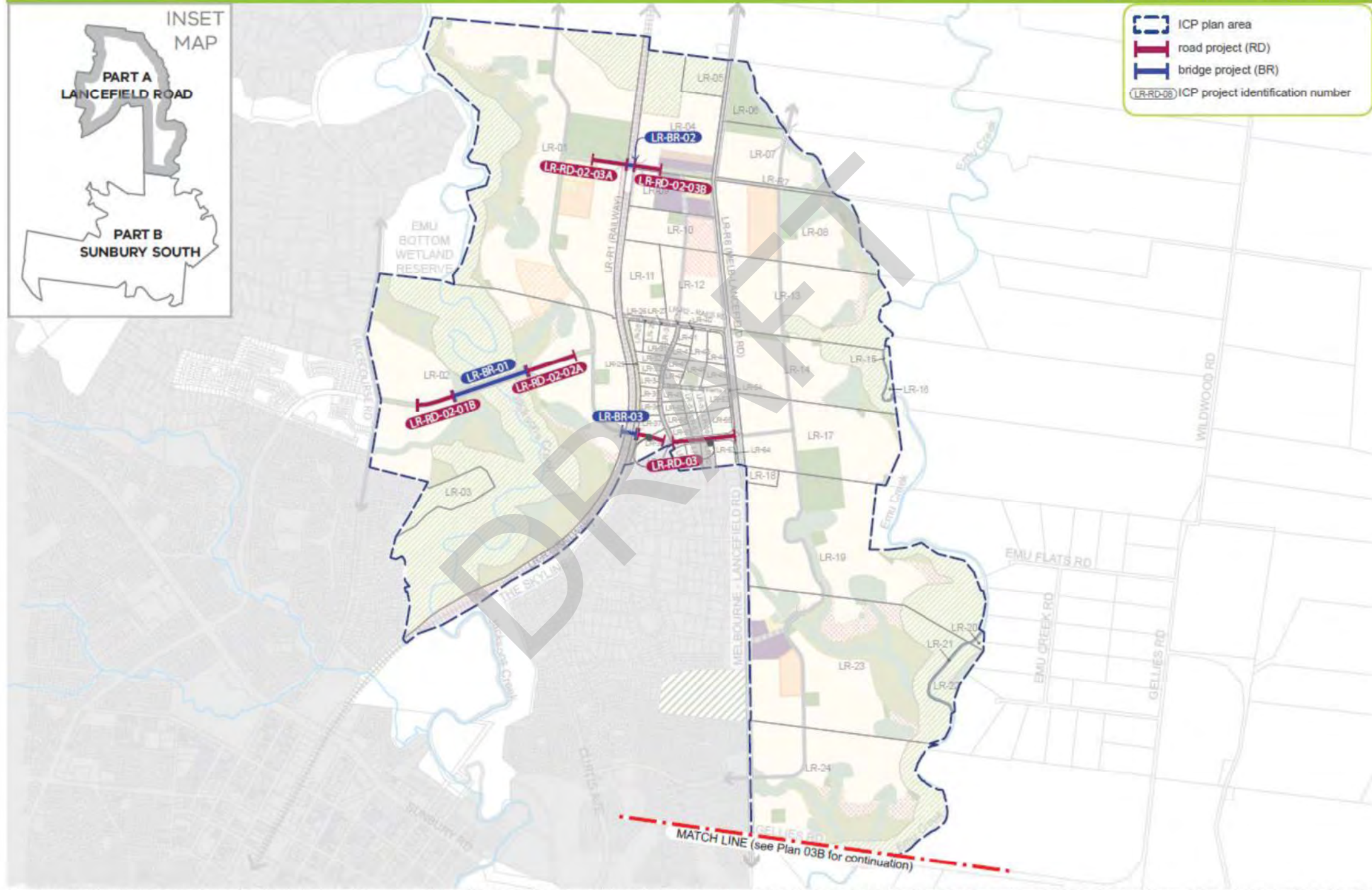
40 0 40 80 120  
Lengths are in metres

INSET  
MAP

PART A  
LANCEFIELD ROAD

PART B  
SUNBURY SOUTH

- ICP plan area
- road project (RD)
- bridge project (BR)
- ICP project identification number



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

661188

## APPLICANT'S NAME & ADDRESS

JACK QUINERT C/- GXS  
MELBOURNE

## VENDOR

SALESIAN SOCIETY (VIC) INC

## PURCHASER

NA

## REFERENCE

983007

This certificate is issued for:

LOT 1 PLAN PS730378 ALSO KNOWN AS 250 RACECOURSE ROAD 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
  - and a URBAN FLOODWAY ZONE
  - and a RURAL CONSERVATION ZONE
  - and a URBAN GROWTH ZONE - SCHEDULE 10
- is within a
  - and a SPECIFIC CONTROLS OVERLAY - SCHEDULE 2
  - and a INCORPORATED PLAN OVERLAY - SCHEDULE 3
  - and a LAND SUBJECT TO INUNDATION OVERLAY
  - and a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
  - and a HERITAGE OVERLAY (HO366)
  - and a INCORPORATED PLAN OVERLAY - SCHEDULE 4
  - and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 10
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/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 May 2020

Hon. Richard Wynne MP  
Minister for Planning

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

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

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

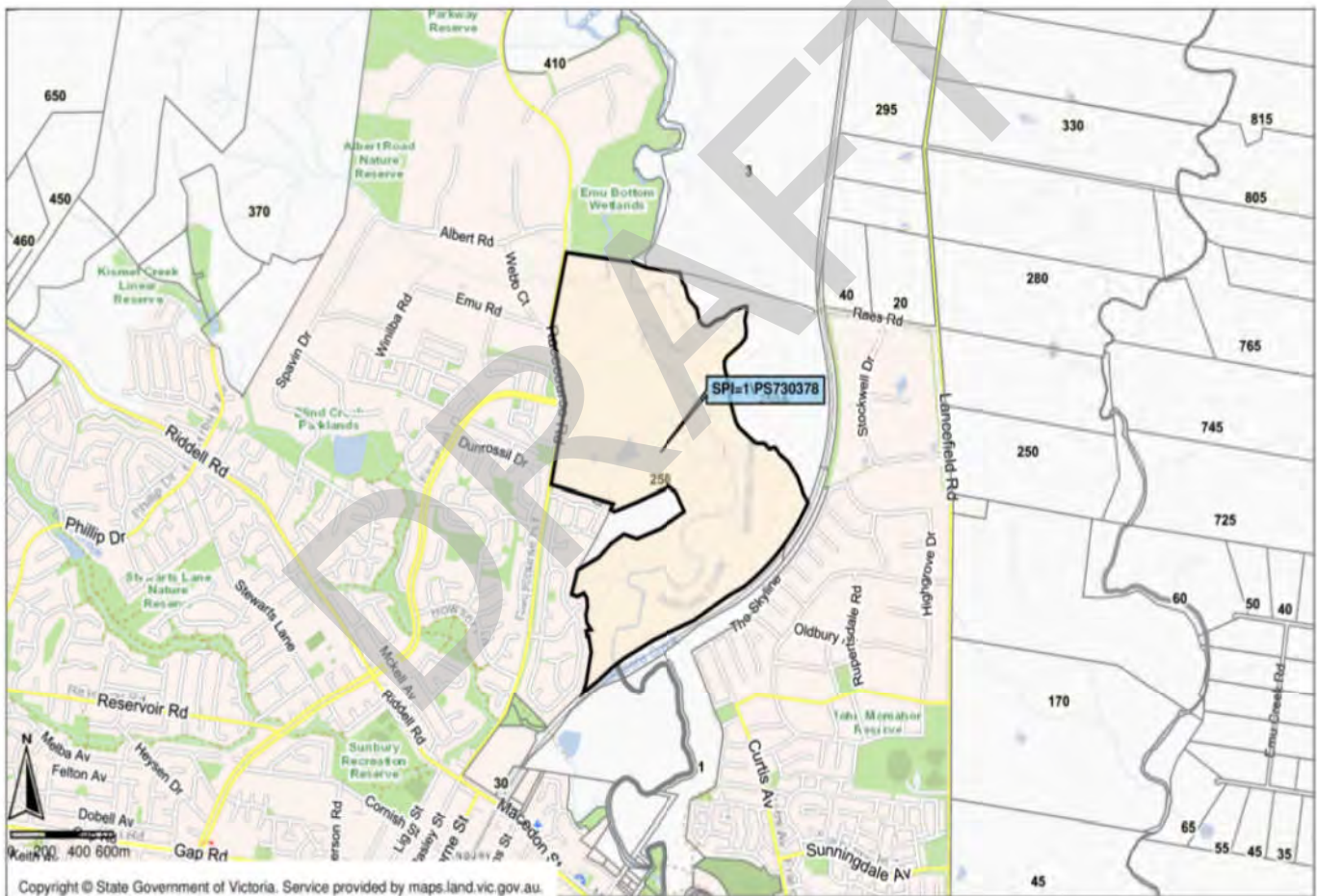
LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

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

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

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

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



## Choose the authoritative Planning Certificate

### Why rely on anything less?

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

## Privacy Statement

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

Property No : 203942  
 Certificate No : eLIC036415  
**LAND INFORMATION CERTIFICATE**  
 Year Ending: 30 June 2020  
**All Enquiries and Updates to Rates on 9205 2688**



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

PO BOX 119  
 DALLAS 3047

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

Your Reference: 983007  
 Date of Issue: 28/05/2020

**VICTORIAN LAND REGISTRY SERVICES PTY LTD**  
**GPO BOX 527**  
**MELBOURNE VIC 3000**

Property Description:	C/A 9-9A & 10 SEC 47A Vol 10175 Fol 253 Lot Q PS 435007K Vol 10552 Fol 867 Lot C LP 110928 Vol 10190 Fol 313 C/A 5 of SEC 8 Vol 10162 Fol 885 Pt WJT Clarkes Special Survey Vol 10175 Fol 252 Part Lot 1&2 TP 871434R Vol 10175 Fol 254
Property Situated:	SALESIAN COLLEGE & GROUNDS 3-5 MACEDON ST SUNBURY VIC 3429

Site Value	\$23670000	C.I.V.	\$23670000	N.A.V.	\$1183500
------------	------------	--------	------------	--------	-----------

The level of valuation is 1/01/2019 and the Date the Valuation was adopted for Rating Purposes is 1/07/2019

RATES AND CHARGES FROM	01/07/2019	TO	30/06/2020
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	\$0.00		\$0.00
Agricultural Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$0.00		\$0.00
Fire Service Property Levy	\$1,788.20		\$0.00
Special Charge / Rate	\$0.00		\$0.00
Arrears as at 30/06/2019			\$0.00
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$1,788.20</b>		<b>\$0.00</b>

<b>**PLEASE NOTE :</b>	Rates for 2019/2020 are payable by four instalments on the following dates 30/09/2019, 30/11/2019, 29/02/2020 & 31/05/2020
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance
		TOTAL OTHER CHARGES		

<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$0.00</b>
--	---------------

All overdue rates and charges must be paid at settlement.

Lot 1 on PS730378 is not yet separately rated and is part only of this property.  
 Please contact the Rates Office on 9205 2688 in regard to a possible supplementary  
 rate/valuation or separate assessment for this lot.

**Property No : 203942**  
**Certificate No : eLIC036415**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2020**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated:	SALESIAN COLLEGE & GROUNDS 3-5 MACEDON ST 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 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 Development Services on telephone (03) 9205 2309 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](http://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 \$27.00 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  
28/05/2020

**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](mailto:rates@hume.vic.gov.au)**



**Biller Code:** 12500  
**Ref:** 9095233

**If settling outstanding amounts via BPay please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

29th May 2020

Jack Quinert C/- GXS  
LANDATA

Dear Jack Quinert C/- GXS,

**RE: Application for Water Information Statement**

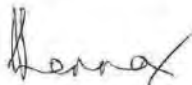
<b>Property Address:</b>	250 RACECOURSE ROAD SUNBURY 3429
<b>Applicant</b>	Jack Quinert C/- GXS LANDATA
<b>Information Statement</b>	30536352
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	983007

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	250 RACECOURSE ROAD SUNBURY 3429
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

**Yarra Valley Water Property Information Statement**

Property Address	250 RACECOURSE ROAD SUNBURY 3429
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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**Yarra Valley Water Property Information Statement**

Property Address	250 RACECOURSE ROAD SUNBURY 3429
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

**Melbourne Water Property Information Statement**

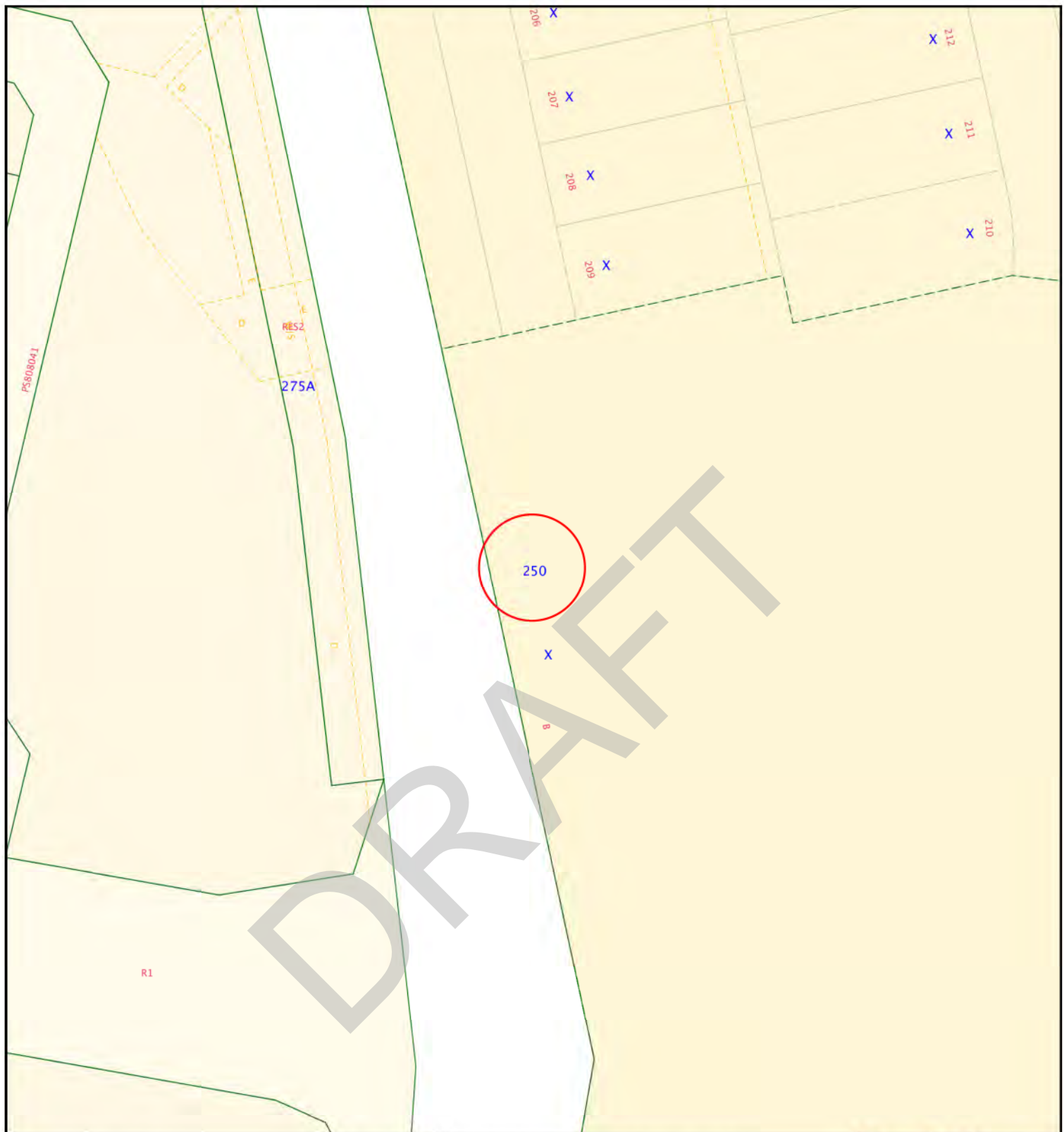
Property Address	250 RACECOURSE ROAD SUNBURY 3429
------------------	----------------------------------

## STATEMENT UNDER SECTION 158 WATER ACT 1989

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30536352**

<b>Address</b>	250 RACECOURSE ROAD SUNBURY 3429
<b>Date</b>	29/05/2020
<b>Scale</b>	1:1000



Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Jack Quinert C/- GXS  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 2685868332  
**Rate Certificate No:** 30536352

**Date of Issue:** 29/05/2020  
**Your Ref:** 983007

With reference to your request for details regarding:

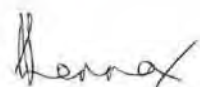
Property Address	Lot & Plan	Property Number	Property Type
250 RACECOURSE RD, SUNBURY VIC 3429	1\PS730378	5237159	Residential

Agreement Type	Period	Charges	Outstanding
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00
<b>Total Due</b>			\$0.00

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

**We have changed our BPAY biller code. Please refer to the payment options and update your bank details.**



GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the

Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

DRAFT

**Property No:** 5237159**Address:** 250 RACECOURSE RD, SUNBURY VIC 3429**Water Information Statement Number:** 30536352**HOW TO PAY**Biller Code: 314567  
Ref: 26858683320**Mail a Cheque** with the Remittance Advice  
below to:**Yarra Valley Water**  
GPO Box 2860 Melbourne VIC 3001**Amount  
Paid****Date  
Paid****Receipt  
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 5237159**Address:** 250 RACECOURSE RD, SUNBURY VIC 3429**Water Information Statement Number:** 30536352**Cheque Amount:** \$

**Did you know?**

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

**Key benefits for you**

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

**Want to know more or register?**

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

**Phone:** 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

**Email:** [support@pexa.com.au](mailto:support@pexa.com.au)

# Land Tax Clearance Certificate

## Land Tax Act 2005



JACK QUINERT

**Your Reference:** LD:37862227-009-6.983007

**Certificate No:** 38837580

**Issue Date:** 28 MAY 2020

**Enquiries:** ESYSPROD

**Land Address:** 250 RACECOURSE ROAD SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46103694	1	730378	12065	539	\$0.00

**Vendor:** SALESIAN SOCIETY (VIC) INC

**Purchaser:** NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SALESIAN SOCIETY INCORPORATED V	2020	\$1,600,278	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX charity.

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

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$0

**SITE VALUE:** \$1,600,278

**AMOUNT PAYABLE:** \$0.00

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

Certificate No: 38837580

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$7,777.22

Taxable Value = \$1,600,278

Calculated as \$2,975 plus ( \$1,600,278 - \$1,000,000 ) multiplied by 0.800 cents.

## Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249  
Ref: 38837580

### Telephone & Internet Banking - BPAY®

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

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

CARD



Ref: 38837580

### Visa or Mastercard.

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

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

# Growth Areas Infrastructure Contribution Certificate



**Certificate Id:** 11186  
**Issue date:** 19 June 2020

## PART 1 – DETAILS OF APPLICANT

Mr. Jack Quinert  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

## PART 2 - LAND DETAILS

**Land Address:**

250 Racecourse Road  
Sunbury

**Details of Land Title:**

Lot / Plan:  
Volume / Folio:

Lot 1 / PS 730378B  
12065 / 539

**Municipality:**

Land Type:  
Land Area:

Hume  
Type B1  
197.2 ha (GAIC area 45.81029 ha)

## PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

Total GAIC that would be imposed if a GAIC event were to occur in respect of the land in this financial year is  
**\$ 5,297,501.94.**

## PART 4 – CERTIFICATION

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

## Notes to GAIC Certificate

### General

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

### GAIC Certificate

This shows the amount of GAIC that:

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

### GAIC rates

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

### Certificate Number

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

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

### For more information please contact:

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jack Quinert  
Level 26, 530 Collins Street  
MELBOURNE 3000

Client Reference: 983007

NO PROPOSALS. As at the 4th June 2020, 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®.

250 RACECOURSE ROAD, 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: 4th June 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 37862227 - 37862227100801 '983007'



# Catchment and Land Protection (Section 90)

Jack Quinert  
Level 26, 530 Collins Street  
MELBOURNE 3000

## CERTIFICATE

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

YOUR REF: **983007**

CERTIFICATE NO: **37862227**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**250 Racecourse Road, Sunbury**

PROPERTY DESCRIPTION:

Lot/Plan:

**Lot 1 PS730378B**

Crown description:

Volume/Folio:

**12065/539**

Directory reference:

**362 G10, 362 F12, 362 G9, 362 F11...**

- |  |            |
|--|------------|
| 1. A regional catchment strategy applies to the land.            | <b>YES</b> |
| 2. The land is in a special area.                                | No         |
| 3. A special area plan applies to the land.                      | No         |
| 4. A land use condition applies to the land.                     | No         |
| 5. A land management notice is in force in relation to the land. | No         |
| 6. A copy of the land management notice is attached.             | No         |

By Authority

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

DATED: 28/05/2020

## Extract of EPA Priority Site Register

Page 1 of 2

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

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 250 RACECOURSE ROAD

SUBURB: SUNBURY

MUNICIPALITY: HUME

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 362 Reference G10  
Melways 40th Edition, Street Directory, Map 362 Reference F12  
Melways 40th Edition, Street Directory, Map 362 Reference G9  
Melways 40th Edition, Street Directory, Map 362 Reference F11  
Melways 40th Edition, Street Directory, Map 362 Reference G8  
Melways 40th Edition, Street Directory, Map 362 Reference F10  
Melways 40th Edition, Street Directory, Map 362 Reference F9  
Melways 40th Edition, Street Directory, Map 362 Reference F8  
Melways 40th Edition, Street Directory, Map 362 Reference H8  
Melways 40th Edition, Street Directory, Map 362 Reference J9  
Melways 40th Edition, Street Directory, Map 362 Reference K11  
Melways 40th Edition, Street Directory, Map 362 Reference J10  
Melways 40th Edition, Street Directory, Map 362 Reference H9  
Melways 40th Edition, Street Directory, Map 362 Reference J11  
Melways 40th Edition, Street Directory, Map 362 Reference H10  
Melways 40th Edition, Street Directory, Map 362 Reference J12  
Melways 40th Edition, Street Directory, Map 362 Reference H11  
Melways 40th Edition, Street Directory, Map 362 Reference H12  
Melways 40th Edition, Street Directory, Map 362 Reference G11  
Melways 40th Edition, Street Directory, Map 362 Reference G12  
Melways 40th Edition, Street Directory, Map 382 Reference F1  
Melways 40th Edition, Street Directory, Map 382 Reference F2  
Melways 40th Edition, Street Directory, Map 382 Reference H1  
Melways 40th Edition, Street Directory, Map 382 Reference G1

DATE OF SEARCH: 28th May 2020

### PRIORITY SITES REGISTER REPORT:

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

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require

## Extract of EPA Priority Site Register

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

active management of these sites.

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

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

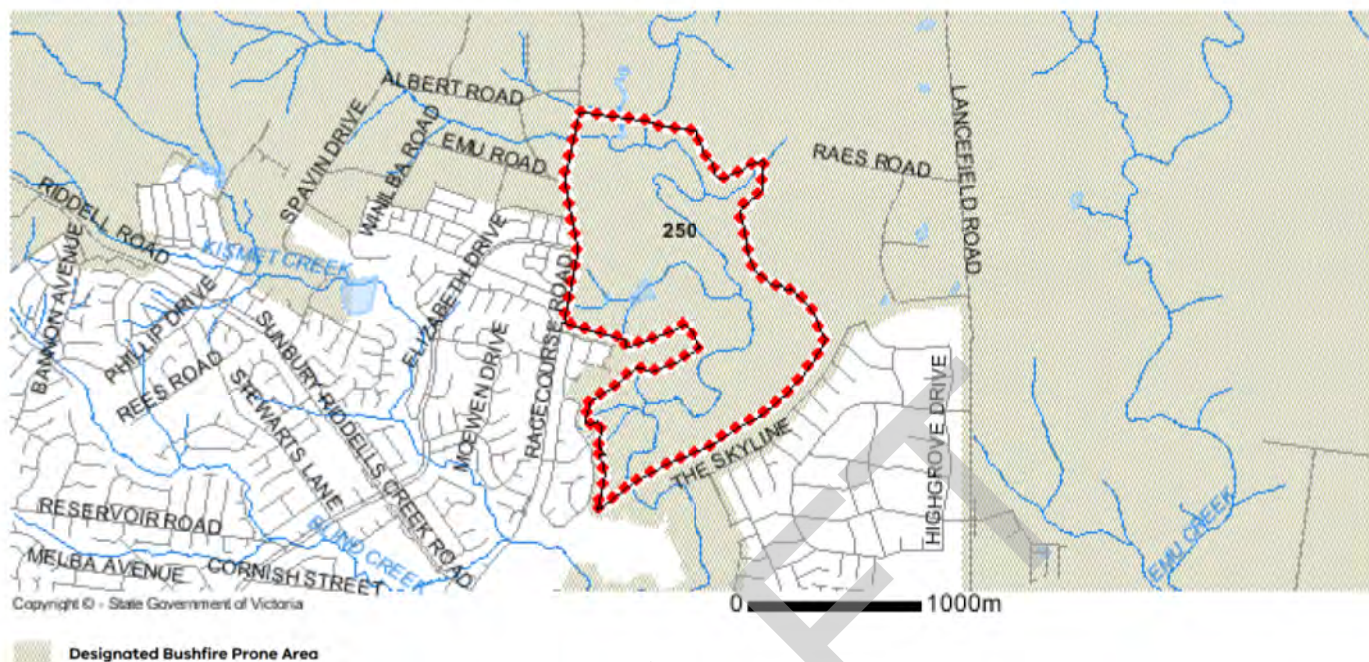
For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

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

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

## Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

# Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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