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## Residential Contract of Sale

Property: Botanical, 1960 Mickleham Road, Mickleham

Lot:  Stage 16

**Satterley Mickleham Pty Ltd**  
**ACN 612 101 550**

I/WE CONFIRM THE DETAILS ON THIS PAGE ARE CORRECT

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# CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

**Property Address: Botanical (Stage 16), 1960 Mickleham Road, Mickleham**

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

The terms of this contract are contained in the -

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### **Cooling-off period Sale of Land Act 1962**

Section 31

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

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

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

### **EXCEPTIONS**

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

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

## NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

### **Off-the-plan sales**

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

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

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

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

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## SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

must be noted beneath the signature.

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

print name of person signing	state nature of authority if applicable (e.g. "director", "attorney under power of attorney")	signature	date

### SIGNED BY THE VENDOR

print name of person signing  state nature of authority if applicable (e.g. "director", "attorney under power of attorney")	<div style="text-align: right; margin-bottom: 10px;">_____ on _____</div> Jack Hoffmann  As attorney for Satterley Mickleham Pty Ltd ACN 612 101 550 under power of attorney dated 22 May 2017.
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The **DAY OF SALE** is the date by which both parties have signed this contract.

# Particulars of Sale

## VENDOR'S ESTATE AGENT

Name: Satterley Property Group Pty Ltd ACN 009 054 979  
Address: Level 10, 5 Queens Road, Melbourne, VIC 3004  
Telephone: 0438 362 455 Fax: 03 9223 6777 DX: Email: steviec@satterley.com.au

## Vendor

Name: Satterley Mickleham Pty Ltd ACN 612 101 550  
Address: Level 3, 27-31 Troode Street, West Perth, WA 6005.

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Maddocks (Ref: JQB:KXT:8449522)  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street, Melbourne, Victoria 3008  
Telephone: 03 9258 3382 Fax: 03 9258 3666 DX: 259 Email: karen.truong@maddocks.com.au

## PURCHASER

Name:  
  
Address:  
Telephone: Email:  
  
Name:  
  
Address:  
Telephone: Email:  
  
Name:  
  
Address:  
Telephone: Email:  
  
Name:  
  
Address:  
Telephone: Email:

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:  
  
Address:  
  
Telephone: Fax: Email:

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## PROPERTY ADDRESS

Address: Lot [REDACTED], Stage 16, Botanical, 1960 Mickleham Road, Mickleham

## LAND

The land is described in the attached copy title(s) and plan(s) as:

Lot [REDACTED] on proposed plan of subdivision no. PS846579T (**Plan**), being part of the land

described in certificate of title volume 11252 folio 162 and includes all improvements and fixtures.

## GOODS

Nil

## PAYMENT

Price	\$ [REDACTED]	GST inclusive
Deposit	\$ [REDACTED]	by [REDACTED] (of which \$ [REDACTED] has been paid)
Balance	\$ [REDACTED]	payable at settlement

## GST (refer to general condition 13)

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

Not applicable

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

Not applicable

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

Margin Scheme  
(subject to special  
condition 49)

## SETTLEMENT

Is due on the date being 10 days after the Vendor gives written notice to the Purchaser of Registration of the Plan.

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

Not applicable

in which case refer to general condition 1.1.

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

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

Not applicable

## Encumbrances

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

Not applicable

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**SPECIAL CONDITIONS**

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

**special conditions**

If the contract is subject to special conditions then particulars of the special conditions are as attached.

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

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

Lender:  Loan Amount: \$  Approval date:

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### Particulars of Sale - Schedule 1

#### **BANK GUARANTEE** (Special Condition 4)

Yes

☐

No

☐

#### **FIRB APPROVAL REQUIRED?** (Special Condition 31)

Yes

☐

Passport provided? Yes or No?

Passport Number

A copy of the passport is attached to or included within this Contract

No

☐

Copy of Passport or Driver's Licence provided?

Passport No or Driver's Licence No

A copy of the Drivers Licence or Passport is attached to or included within this Contract

#### **ELECTRONIC EXCHANGE** (Special Condition 56)

This box is ticked if the parties are proceeding with electronic contracts and electronic signatures

☒

#### **FURTHER ENCUMBRANCES**

If the sale is subject to an encumbrance i.e.: other than an existing mortgage, those encumbrances appear in Schedule 2.

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ARE CORRECT

## **Schedule 2**

### **Encumbrances to be assumed by the Purchaser –**

Encumbrances to be assumed by the Purchaser -

1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement;
2. any easements and restrictions created by the Plan;
3. all existing restrictive covenants;
4. the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987*, including but not limited to a section 173 agreement required under condition 11 of the Planning Permit and including any section 173 agreement in respect of development contribution levies and community infrastructure levies or required by the conditions of the Planning Permit;
5. any agreement entered into with Yarra Valley Water in respect of any requirements relating to water pressure or water connections to the Property including but not limited to any agreement under Section 173 of the *Planning and Environment Act 1987* in respect of those requirements;
6. the Design Guidelines;
7. requirements of any Planning Permit affecting the Property;
8. the Memorandum of Common Provisions;
9. Restrictions; and
10. Additional Restrictions.

# Contract of Sale of Real Estate - General Conditions

## Title

### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;

- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

### 4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### 5. Consents

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

## 6. Transfer

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

## 7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential,

7.4 The vendor must ensure that at or before settlement, the purchaser receives:

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:

- (a) that:
  - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.

## **8. Builder warranty insurance**

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

## **9. General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.



- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or

- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

### 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

#### 14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### Transactional

#### 16. Time

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

#### 17. Service

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

## 18. Nominee

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

## 19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

## 20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

## 21. Notices

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

## 22. Inspection

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## 23. Terms contract

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. Breach

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

## Default

### 26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



## SPECIAL CONDITIONS

### 1. Definitions and Interpretation

#### 1.1 Definitions

In these special conditions:

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

**Additional Restrictions** includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* including any agreement required under the Planning Permit), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which are described in special conditions 6.1 and 17.3 and which are:

- (a) required by an Authority;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development;
- (d) necessary to satisfy a Requirement; or
- (e) required by a fibre network provider.

**Approvals** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development, any lot on the Plan or the Parent Title and includes an approval from the Design Review Panel under special condition 18.

**Authority** means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Bank** means:

- (a) an Australian-owned bank;
- (b) a foreign subsidiary bank; or
- (c) a branch of a foreign bank,

on the list, current on the day of sale, of authorised Deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

**Bank Guarantee** means an unconditional and irrevocable guarantee or undertaking by a Bank, subject to the terms of this Contract and in favour of the Vendor's solicitor with an expiry date (if any) at least 60 days after the expiry of the Registration Period or such other date authorised by the Vendor in writing and in a form satisfactory to the Vendor and the Vendor's financier and includes any replacement bank guarantee that is accepted by the Vendor.

**Business Day** means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

**Chattels** are the goods, if any, sold as part of the Property under this Contract.

**Claim** means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

**Community Infrastructure Levy** means a levy payable under the Development Contributions Plan for community infrastructure.

**Contract** means this contract of sale and includes all enclosures and annexures.

**Deposit** means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

**Design Guidelines** means the design, development and use controls for all Lots on the Plan as amended from time to time by the Design Review Panel for the purposes of achieving the expressly stated objectives of the guidelines a copy of which is set out in Annexure D.

**Design Review Panel** means a panel appointed by the Vendor and comprising representatives of the Vendor for the purposes of assessing compliance by lot owners with the Design Guidelines.

**Development** means the land in the Plan and any surrounding land to be developed by the Vendor in stages known as 'Botanical'.

**Development Contribution Plan** means the Greenvale North [R1] Precinct Structure Plan Development Contributions Plan and any other development contributions plan affecting any part of the Development.

**Dwelling** means a permanent dwelling for residential purposes.

**Fibre Specifications** means specifications governing the building requirements for connection of a dwelling house to a fibre network as may be provided by the Vendor or as otherwise available at the fibre network provider's website from time to time.

**FIRB** means the Foreign Investment Review Board.

**General Conditions** are the conditions set out in this Contract.

**Government Grants** means any grants, incentives, contributions or other stimulus packages offered in relation to residential property by the Commonwealth Government of Australia and/or Victorian Government including a grant under HomeBuilder.

**Guarantee** means the guarantee and indemnity in the form set out in Annexure A.

**GST** means GST within the meaning of the GST Act.

**GST Act** means the goods and services tax system which is Australian law under the *A New Tax System (Goods and Services Tax) Act 1999* and associated legislation or any amendment or replacement of that Act or legislation.

**GST Withholding Special Condition and Notice** means the special condition and notice attached to Annexure F.

**Hazardous Materials** includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any federal, state or local statute, law, ordinance,

Rule or regulation, regulating or imposing liability of standards of conduct or concerning any such substance or material.

**HomeBuilder** means the HomeBuilder grant program operated by the Commonwealth Government of Australia in response to the economic impact of COVID-19.

**Interest** means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it.

**Insolvency Event** means, in relation to a party, any of the following events:

- (a) a party, being an individual, commits an act of bankruptcy;
- (b) a party becomes insolvent;
- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
- (d) a party assigns any of its property for the benefit of creditors or any class of them;
- (e) an encumbrancee takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale;
- (f) any security interest becomes enforceable or is enforced against the party;
- (g) the party has a judgment or order given against it in an amount exceeding \$10,000 or the equivalent in another currency and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
- (h) any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

**Law** means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

**Lot or Lots** means a lot or lots on the Plan.

**Memorandum of Common Provisions** means the document to be entered into by the Vendor prior to settlement and generally in accordance with the document contained in Annexure C and includes any amendments or alterations to that document.

**Network Infrastructure** means any network infrastructure of a fibre network provider from time to time.

**Occupancy Permit** means an occupancy permit issued under the *Building Act* 1993 (Vic) for the Property.

**Outgoings** means all rates, taxes, assessments, fees and other outgoings whether paid or payable by the Vendor and includes land tax, levies, fire insurance premiums but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.

**Parent Title** means the land contained in certificate of title volume 11252 folio 162.

**Plan** means proposed Plan of Subdivision number PS846579T, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the plans and any restriction noted on the plan.

**Planning Permit** means planning permit no. P22453, a copy of which is attached to the Vendor's Statement and includes any variation, replacement or amendment thereto.

**Planning Scheme** means Hume Planning Scheme.

**Precinct Structure Plan** means the precinct structure plan adopted by the responsible Authority and affecting the Site and as at the Day of Sale known as the Merrifield West Precinct Structure Plan.

**Price** means the purchase price payable under this Contract.

**Property** means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

**Property Controls** means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme, Design Guidelines and Memorandum of Common Provisions.

**Public Works** means the public infrastructure and community facilities proposed for part of the Development which may or may not be constructed by the Vendor, including without limitation bicycle trails and public footpaths, public open space, active open space such as footy ovals and sports fields and passive open space such as parks contemplated by the Precinct Structure Plan.

**Purchaser Rights** means:

- (a) claiming compensation;
- (b) rescinding or purporting to rescind;
- (c) calling the Vendor to amend title or bear any cost of doing so;
- (d) delaying settlement;
- (e) avoiding any of its obligations; and
- (f) making any other Claims,

under this Contract.

**Registered or Registration** means registration of the Plan by the Registrar under the Act.

**Registrar** means the Registrar of Titles of Victoria.

**Registration Period** means the period commencing on the day of sale and expiring 30 months after the day of sale.

**Related Body Corporate** has the same meaning given to that term in the *Corporations Act* 2001 (Cth).

**Required Rating** means:

- (a) a financial strength rating of A1 or higher from Moody's; or

(b) a financial strength rating of A+ or higher from S&P.

**Requirement** means any notice, order, direction, requirement, statute, ordinance, proclamation, regulation, scheme, permit, by-law or other regulatory requirement, present or future, affecting or relating to the Property, the use of the Property or the Development irrespective of whether the Requirement is addressed to the Vendor, the Purchaser or any other person.

**Restrictions** means the restrictive covenants noted on the Plan which will be created upon Registration of the Plan.

**Road Works** means road works to or in the vicinity of Mickleham Road including without limitation the construction of one or more temporary access roads into the Development and related works and the removal and variation of such road works.

**Stage** means Lots 1601 to 1653 (inclusive) on the Plan known as 'Stage 15, Botanical'.

**Settlement Date** means the date on which the Balance must be paid.

**Site** means the whole of the land comprised in the Plan.

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

**Subsequent Stage Land** means:

- (a) Lot E on the Plan; and
- (b) all the land included in the Development except for the land in the Plan.

**TA Act** means the *Taxation Administration Act* 1953 (Cth).

**Takeovers Act** means the *Foreign Acquisitions and Takeovers Act* 1975 (Cth).

**Utilities** means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services (including if applicable a fibre network) and includes all installations, pits, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services (if any).

**Vendor's Agent** means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale.

**Vendor's Solicitor** means the Vendor's legal practitioner as specified in the Particulars of Sale or such other legal practitioner as the Vendor may nominate from time to time.

**Vendor's Statement** means a statement made under Section 32 of the *Sale of Land Act* 1962 (Vic). A copy of the Vendor's Statement for this Contract is attached.

**Works** means all design, building and construction work that the Purchaser intends to complete on the Land.

## 1.2 Interpretation

In this Contract:

1.2.1 a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
  - (b) the singular includes the plural and vice versa;
  - (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
  - (d) any gender includes the other genders;
  - (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
  - (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.
- 1.2.2 including and singular expressions are not words of limitation;
- 1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and
- 1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- 1.3 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- 1.4 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- 1.5 If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified day.
- 1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 1.7 If it is not possible to read down a provision as required in special condition 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

## **2. Amendment to General Conditions**

- 2.1 The Purchaser and the Vendor agree that if there is:
  - 2.1.1 any inconsistency between the provisions of the General Conditions and special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the special conditions will prevail and have priority; and
  - 2.1.2 any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.

2.2 Without limiting the specific provisions of any other special condition, the General Conditions are amended as set out in this special condition 2.

2.3 The General Conditions (GC) are amended as follows:

2.3.1 GC2.1 is deleted and is replaced with the following:

'The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* prior to their repeal, for the purposes of section 53A of the *Estate Agents Act 1980*.'

2.3.2 GC6 is amended by inserting the following sentence at the end of the General Condition: ' The purchaser will be deemed to have defaulted in payment of the balance of the price if the transfer of land document is not delivered as required by this general condition. The default will be deemed to commence on the settlement date and terminate 10 days after the date on which the vendor receives the transfer of land document.'

2.3.3 GC 7 is deleted and replaced with the following:

**7. Release of security interest**

7.1 This general condition applies if any part of the property is subject to a Security Interest registered under the ***Personal Property Securities Act 2009 (Cth)***. Words and phrases used in general condition 7 which are defined in the ***Personal Property Securities Act 2009 (Cth)*** have the same meaning in general condition 7.'

7.2 If a Security Interest in respect to any part of the Property is registered in the Personal Property Securities Register, the vendor must ensure that at or before settlement, the purchaser receives a release from the secured party releasing the property that is subject to the security interest from the security interest.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.

7.4 If the purchaser receives a release under general condition 7.2, the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.5 The Purchaser must not grant a Security Interest over any part of the property prior to the Settlement Date. The Purchaser must indemnify and hold harmless the Vendor against all claims, damages or loss incurred by the Vendor as a consequence of the Purchaser granting a Security Interest over any part of the property in breach of this condition.

7.6 If the land is sold subject to a lease and the vendor has registered a security interest over any part of the property being sold or the tenant's property, the vendor must transfer the security interest to the purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.

2.3.4 GC10.1 (b)(i) is amended to read: 'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and '.

- 2.3.5 GC10.3 is amended by adding a new sentence at the end of the condition as follows: 'A settlement which occurs after 3pm will, unless the vendor agrees otherwise, be treated as having occurred at 9am on the following Business Day.'
- 2.3.6 GC11.1(c) is deleted.
- 2.3.7 GC11.5 is amended to read: 'For the purposes of this general condition 'authorised deposit taking institution' means a Bank'.
- 2.3.8 GC11.6 is amended by changing the reference to '3 bank cheques' to '5 bank cheques'.
- 2.3.9 GC14.2 is amended as follows:
- GC14.2(a) is deleted and replaced with the following: 'provides evidence to the vendor's satisfaction (acting reasonably) that it immediately applied for the loan'; and
- a new GC14.2(e) is added which provides: 'provides the vendor with a letter on the lender's letterhead stating that the purchaser's loan has not been approved'.
- 2.3.10 GC's 17.1, 17.2 and 17.3 are amended so that they are subject to the following which is to be inserted as GC 17.4:
- 17.4 The Purchaser, or its solicitor, conveyancer or agent, must not serve any document, notice or demand on the vendor, its solicitor, conveyancer or agent by email.
- 2.3.11 GC18 is amended by adding an additional sentence as follows:
- 'Any nomination must be made at least 10 days before the settlement date. If the purchaser wishes to nominate it must deliver to the vendor's legal practitioner or conveyancer:
- (a) a nomination deed in the form attached to this Contract as Annexure E executed by the nominee and the Purchaser;
  - (b) if the nominee is a corporation to which general condition 20 applies, a Guarantee which complies with the requirements of general condition 18 but includes changes necessary by reason of the nomination;
  - (c) a written acknowledgment from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations;
  - (d) a written statement from the Purchaser and the nominee whereby the Purchaser and the nominee:
    - (i) warrant to the vendor that:
      - (A) the nominee is not obliged by the *Takeovers Act* to furnish notice to the Treasurer of its intention to acquire an interest in the Property; or
      - (B) the nominee has prior to the date of the nomination deed obtained FIRB approval pursuant to the *Takeovers Act* for the acquisition of the Property and a copy of such approval is provided with the statement; and
    - (ii) agree that if the warranty in General Condition 18(e)(i) is breached, the Purchaser and the nominee must indemnify the vendor against



any penalties, fines, legal costs, claims, losses or damages which the vendor suffers as a direct or indirect result of a breach of that warranty; and

- (e) a cheque payable by the nominee to the Vendor's legal practitioner or conveyancer for \$320 plus GST in respect of the legal costs payable by the nominee under the nomination deed.'
- 2.3.12 GC19 is amended to read as follows: 'Any signatory for a proprietary limited Company Purchaser or a trust is personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in the case of a default by a proprietary limited company Purchaser or a trust'.
- 2.3.13 GC20 is amended to read as follows: 'If the Purchaser is a company other than a public company or if the Purchaser nominates a substitute purchaser which is a company other than a public company, the Purchaser must procure the execution of the Guarantee by:
  - (a) each of its directors; or
  - (b) a listed company of which the Purchaser is a subsidiary,
 at the Purchaser's expense and deliver it to the vendor together with the executed contract.'
- 2.3.14 GC21 is amended to read: 'The Purchaser is responsible for any notice, order, demand or levy imposing liability on the Property that is issued or made on or after the Settlement Date.'.
- 2.3.15 GC24.4 to 24.6 (inclusive) are deleted.
- 2.3.16 GC25 is amended by adding the following new paragraph at the end of the condition: 'The Purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss' :
  - (a) expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;
  - (b) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST; and
  - (c) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property.
- 2.3.17 GC26 is amended by inserting "6%" instead of "2%".
- 2.3.18 GC28 is amended by including a new paragraph 28.6 as follows: 'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.

### 3. Deposit

- 3.1 The Deposit monies paid or payable under this Contract must not exceed 10 per cent of the purchase price. The Deposit must be paid to the Vendor's solicitor named in this Contract to be held on trust for the Purchaser held in the Vendor's solicitor trust account until the registration of the Plan.

- 3.2 If the due date for the payment of the Deposit is not completed in the particulars of sale then the parties agree that the Deposit is immediately due and payable on the Day of Sale.
- 3.3 The Vendor and the Purchaser authorise the Vendor's solicitor to invest the Deposit and agree that any Interest which accrues on the Deposit money will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.
- 3.4 Upon registration of the Plan the Deposit will be held or invested by the Vendor's solicitor upon the terms set out in this special condition as stakeholder for the parties.
- 3.5 Within 7 days after the day of sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's solicitor or to the Vendor's solicitor's bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's solicitor verification of this.
- 3.6 If the Purchaser breaches special condition 3.5, and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's solicitor or to the Bank prior to receiving the Interest, whereupon the Interest will be payable to the Purchaser.
- 3.7 The Purchaser and the Vendor must not make any Claim on the Vendor's solicitor for any matter arising out of this special condition 3.

#### 4. **Bank Guarantee**

- 4.1 The Vendor may accept a Bank Guarantee from the Purchaser instead of actual payment of the Deposit or any part of the Deposit.
- 4.2 The Vendor will not be deemed to have accepted a Bank Guarantee merely by reason of its receipt or 'Yes' being selected in relation to 'Bank Guarantee' in Schedule 1 to the particulars of sale.
- 4.3 If the Vendor agrees to accept a Bank Guarantee, the Purchaser must deliver it to the Vendor's solicitor (within 10 Business Days after the day of sale) for an amount equal to the Deposit. For the avoidance of doubt, the Vendor's Agent is not authorised to hold the Bank Guarantee.
- 4.4 If the Purchaser complies with special condition 4.3, the Purchaser must pay the Deposit in cleared funds to the Vendor's solicitor on the first to occur of:
  - 4.4.1 the Settlement Date;
  - 4.4.2 the date that is 30 days before the Bank Guarantee expires;
  - 4.4.3 any earlier date on which:
    - (a) the Vendor would be entitled to the release of Deposit to it having regard to the provisions of this contract and section 27 of the *Sale of Land Act 1962*;
    - (b) the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser;
    - (c) the Bank Guarantee becomes ineffective; or
    - (d) issuer of the Bank Guarantee is not of at least the Required Rating and the Purchaser has not served on the Vendor's solicitor a replacement Bank Guarantee from an issuer of at least the Required Rating.

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

- 4.5 If the Purchaser breaches special condition 4.3, the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's solicitor.
- 4.6 If the Purchaser breaches special condition 4.4 or 4.5 (time being of the essence), the Purchaser will be in default under this Contract and without limiting the Vendor's rights the Vendor's solicitor (but in no circumstances the Vendor) is irrevocably authorised to draw on the Bank Guarantee if one has been provided.
- 4.7 Any Bank Guarantee provided to the Vendor under this special condition 4 will be held on trust by the Vendor's solicitor for the Purchaser until registration of the Plan.
- 4.8 Any moneys paid by:
  - 4.8.1 the Purchaser pursuant to special condition 4.4 or 4.5; or
  - 4.8.2 the Bank pursuant to special condition 4.6,
 must be dealt with by the Vendor's solicitor and in accordance with special condition 3.1 and otherwise the *Sale of Land Act* 1962. For the avoidance of doubt, this special condition takes precedence over anything else in this special condition 4.
- 4.9 Should the Purchaser pay the Deposit or any part of the Deposit by way of Bank Guarantee, the Purchaser will procure the Bank to pay a fee of \$320 to the Vendor's solicitor before such Bank Guarantee (including any replacement Bank Guarantee) is accepted and in any event before or as a condition of settlement.

## 5. Registration of Plan

- 5.1 This Contract is subject to the condition subsequent that the Plan is registered by the Registrar within the Registration Period.
- 5.2 The Vendor must at its own cost endeavour to procure registration of the Plan by the Registrar within the Registration Period. The obligation arising pursuant to this special condition 5.2 does not require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined in the *Domestic Building Contracts Act* 1995 (Vic).
- 5.3 If the Plan is not registered by the Registrar within the Registration Period then, prior to the Plan being registered:
  - 5.3.1 the Purchaser has the right to rescind this Contract by giving notice in writing to that effect to the Vendor; or
  - 5.3.2 the Vendor may give the Purchaser notice in writing in accordance with section 10B of the *Sale of Land Act* 1962 (Vic) that it intends to rescind the Contract in 28 days (**Rescission Date**) subject to obtaining the Purchaser's consent. If the Purchaser consents to the rescission in writing prior to the Rescission Date, then this Contract is rescinded effective on the Rescission Date. If the Purchaser consents to the rescission after the Rescission Date, the Contract is rescinded effective on the date the Purchaser gives consent.
- 5.4 The Vendor discloses to the Purchaser the following:
  - 5.4.1 the Vendor is required to give notice to the Purchaser of the proposed rescission of the Contract under this special condition;



- 5.4.2 the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;
  - 5.4.3 the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind the Contract; and
  - 5.4.4 the Supreme Court of Victoria may make an order permitting the rescission of the Contract if satisfied that making the order is just an equitable in all the circumstances.
- 5.5 If this Contract is rescinded pursuant to special condition 5.3:
- 5.5.1 the Vendor must refund to the Purchaser all deposit money paid under this Contract;
  - 5.5.2 any Bank Guarantee or Deposit Bond accepted by the Vendor under special conditions 4 and 5 will be returned to the Purchaser or the Bank or the Insurer for cancellation; and
  - 5.5.3 unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure Registration of the Plan.
6. **Amendments to Plan**
- 6.1 Subject to section 9AC of the *Sale of Land Act* 1962 (Vic), the Vendor may make such minor alterations to the Plan that:
- 6.1.1 may be necessary to:
    - (a) accord with surveying practice; or
    - (b) alter the Plan so that the land in the Plan is developed in stages; or
    - (c) comply with any Requirement or any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them; or
  - 6.1.2 in the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Site or any part of it.
- 6.2 The Purchaser acknowledges and agrees that section 10(1) of the *Sale of Land Act* 1962 does not apply to this Contract in respect of:
- 6.2.1 any alterations to the Plan made by the Vendor pursuant to special condition 6.1; and
  - 6.2.2 the final location of an easement shown on the certified Plan.
- 6.3 The Purchaser will accept the Property described on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots hereby sold and the Lot or Lots on the registered Plan.
- 6.4 The Purchaser agrees not to make any objection, requisition or exercise any of the Purchaser's Rights because of:

- 6.4.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially and detrimentally affect the Purchaser; or
  - 6.4.2 any alleged misdescription of the Land or deficiency in its area or measurements; or
  - 6.4.3 any renumbering of stages of Lots on the Plan.
- 6.5 For the purposes of special conditions 6.3 and 6.4, the Purchaser agrees that:
- 6.5.1 an alteration to the Plan which results in a change to the area of the Property of less than 5%; or
  - 6.5.2 an alteration to the Plan contemplated by special condition 14.2; or
  - 6.5.3 any change to the Restrictions for the furtherance of the Development,
- is a minor variation or discrepancy and does not materially or detrimentally affect the Purchaser.
7. **Caveat**
- 7.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat in relation to the land prior to the Settlement Date.
- 7.2 The Purchaser acknowledges that this special condition is an essential term of the Contract.
- 7.3 The Purchaser must indemnify the Vendor for all loss or damage which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this special condition 7. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this special condition 7.
- 7.4 The Purchaser appoints the Vendors solicitors as its attorney to withdraw any such caveat or signing a withdrawal of such caveat. This appointment will survive the rescission or termination of this Contract by either party.
8. **Disclosure of Surface Level Works**
- 8.1 The Vendor notifies the Purchaser pursuant to section 9AB of the *Sale of Land Act 1962* details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:
- 8.1.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or
  - 8.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on the land,
- are set out in the Plan of Surface Level Works attached as Annexure B to this Contract.
- 8.2 The Purchaser acknowledges that:
- 8.2.1 the figures on the plan of surface level works are approximate only; and
  - 8.2.2 the of surface level works and any other plans in Annexure B are in draft form only and are subject to change;

8.2.3 it may not make any objection, requisition or exercise any of the Purchaser's Rights because of:

- (a) any alleged discrepancy between the figures on this plan and the actual measurements of the works on the Site; or
- (b) any changes to the plans in Annexure B.

## 9. Utilities

9.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Land.

9.2 The Purchaser will not exercise any Purchaser Rights by reason of:

- 9.2.1 any Utility which is a joint service with any other land or building;
- 9.2.2 any Utility servicing the Property or any other property passing through, under or over the Land whether subject to a registered easement or otherwise; or
- 9.2.3 if, as a result of the presence of Utilities on the Land, any Authority or any other person or property has the benefit of any right or easement over the Land in respect of Utilities.

9.3 The Purchaser acknowledges that:

- 9.3.1 the Utilities may be laid outside the boundary of the Property and it will be the responsibility of the Purchaser to connect those Utilities to the Property, including a payment of any connection fee;
- 9.3.2 it is responsible for complying with any fibre network provider's requirements for the connection of a fibre network to the Property.

9.4 The Purchaser acknowledges that recycled water may be supplied to the Property (in addition to potable water) and that there may be restrictions imposed on the use of potable water. The Vendor makes no warranty as to whether or not recycled water will be supplied by the relevant supply authority to the Property and, if it is supplied, as to the quality of the recycled water or its fitness for use for any purpose. The Purchaser must comply with all requirements of the relevant supply authority in relation to the installation and use of the recycled water. The Purchaser indemnifies the Vendor in respect of all Claims which the Purchaser or the Vendor may suffer or incur in respect of the supply of recycled water to the Property.

9.5 Without limiting special condition 9.2, the Purchaser acknowledges that recycled water is required to be plumbed into any residence of the Property for toilet flushing and external garden irrigation.

## 10. Hazardous Materials

On and from the Settlement Date, the Purchaser:

10.1 agrees to keep the Vendor indemnified against:

- 10.1.1 the presence of Hazardous Materials on the Property and anything incidental to them and agrees to comply with all relevant legislation, all Property Controls and the requirements of any relevant Authority in respect of them; and

- 10.1.2 all Claims resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and
- 10.2 waives all Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.
- 11. **Staged Development**
- 11.1 The Purchaser acknowledges that the:
  - 11.1.1 Land forms part of the Development by the Vendor, which will occur in stages;
  - 11.1.2 the Development may or may not include any or all of the following:
    - (a) non-residential Lots including but not limited to retail or commercial Lots, child care Lots, café Lots, medical centre Lots, school Lots, community facilities Lots and sales to statutory authorities; and
    - (b) superlots including Lots capable of accommodating medium and/or high density housing and retirement homes;
  - 11.1.3 Vendor who is, or is entitled to be or become, registered proprietor of the Subsequent Stage Land, reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in future:
    - (a) subdivide the Subsequent Stage Land;
    - (b) change the name of the Development for the Subsequent Stage Land;
    - (c) carry out or permit the carrying out of building works on the Subsequent Stage Land;
    - (d) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
    - (e) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
    - (f) refrain from doing any or all of these things; and
  - 11.1.4 built form restrictions that the Vendor proposes to apply to the Subsequent Stage Land may be different to those applicable to the Stage, including without limitation any memorandum of common provisions, restrictive covenant, restrictions and design guidelines; and
  - 11.1.5 Vendor cannot and does not give any assurances as at the day of sale as to:
    - (a) the timetable for carrying out the Development;
    - (b) the nature of the Development (including the development name, number of lots, height of the Development, types of uses and the facilities to be provided); and/or
    - (c) the manner in which the Development will be carried out.

- 11.2 The Purchaser must (whether before or after the Settlement Date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this special condition 11.
- 11.3 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in special condition 11.1.3.
- 11.4 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).
- 11.5 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 11.3. The Purchaser agrees that the indemnity will not merge on completion.

## **12. Vendor may conduct activities**

- 12.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots on the Plan, the Vendor and persons authorised by the Vendor may:
  - 12.1.1 conduct selling activities from the Site;
  - 12.1.2 place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
  - 12.1.3 place and maintain on and about the Site a sales office or facility or both for the Vendor and its representatives.
- 12.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in its efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation the use of signs and public auctions provided that the Vendor must at all times display reasonable consideration for the comfort and convenience of the Purchaser.
- 12.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's marketing and selling of the other Lots. The Purchaser agrees (and the Purchaser must cause the Purchaser's tenants to comply) that they must not cause any nuisance which may hinder the marketing and sale of the Lots.
- 12.4 If the Purchaser wishes to sell, nominate or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property without the Vendor's prior written consent. The Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this special condition 12.
- 12.5 This special condition 12 will not merge on settlement, but will continue in full force and effect.

## **13. Additional Construction**

If construction of the Development has not been completed on the Settlement Date, the Purchaser must not at any time after the Settlement Date:

- 13.1 object to the carrying out of any works on the Development by any party;



13.2 object to the dust, noise or other discomforts that may arise during the course of completion of these works; or

13.3 institute or prosecute any action or proceeding for injunctions or damages arising out of or connected with the completion of these works,

provided they do not materially or unreasonably affect the Purchaser's use and enjoyment of the Property and, if material and unreasonable, the Purchaser has provided the Vendor with reasonable notice prior to exercising the rights contemplated by this special condition.

#### 14. **Completion of Development**

14.1 The Purchaser acknowledges that at the Settlement Date some buildings within the Site or the Development may not have commenced construction or be incomplete and the Vendor may need access to the Site to carry out construction or rectification works to other buildings on the Site or the Development which may include:

14.1.1 excavation works relating to the foundations of the dwellings and laying of concrete slabs;

14.1.2 roadworks, servicing and drainage works;

14.1.3 landfill works;

14.1.4 construction of retaining walls;

14.1.5 construction of the Public Works or the Road Works; and

14.1.6 landscape works.

14.2 The Purchaser must not exercise any of the Purchaser Rights including making any requisition or objection or seeking to claim damages or delaying settlement of this Contract or bringing any proceedings against the Vendor or any other person in relation to:

14.2.1 any nuisance, dust, odour, noise or other inconvenience associated with any ongoing works conducted in or around the Property after settlement has occurred;

14.2.2 any alteration:

(a) to the Site or Development (including changes in uses, layouts, landscaping, open space, facilities and services); or

(b) in the number of lots of the Site or Development; or

(c) to the number, size, shape or location or permitted use of or restrictions effecting any lot in the Plan (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development; or

14.2.3 the presence of any substations, telecommunications towers, transmission powerline or fibre optic cables in proximity to the Site which may be visible from the Site and any associated noise emission (if any); or

14.2.4 any primary production activities conducted by the Vendor or its Licensee(s) on the Subsequent Stage Land or in the vicinity of the Property;

14.2.5 any delay in the completion of the Site or Development; or

14.2.6 the abandonment of any part of the Site or Development.

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

## **15. Road Works**

- 15.1 The Purchaser acknowledges and agrees that:

15.1.1 the Vendor may or may not carry out the Road Works during the delivery phase of the Development;

15.1.2 at the Day of Sale, the Roads Corporation trading as VicRoads intends to acquire part of the Parent Title at a future date for the purpose of constructing the Outer Metropolitan Ring Road;

15.1.3 third parties may be responsible for carrying out the Road Works;

15.1.4 the Vendor does not make any representations or give any assurances:

(a) when, if at all, the Road Works or the Outer Metropolitan Ring Road will be completed including whether they will be constructed before the Settlement Date;

(b) as to the nature, shape, design, final location or layout of the Road Works;

15.1.5 the Vendor may impose traffic rules or conditions restricting the use of any temporary access roads and change or remove these access roads from time to time;

15.1.6 special condition 14 applies to any noise barrier and the Road Works with consequential amendments.

- 15.2 The Purchaser must not exercise any Purchaser Rights by reasons of any of the matters contemplated by this special condition 15 including the Vendor not completing the Road Works or VicRoads not completing the Outer Metropolitan Ring Road before the Settlement Date.

- 15.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required in respect of the Road Works.

- 15.4 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 15.3.

- 15.5 The Vendor reserves the right in its absolute discretion on the timing and scope of delivery and ongoing maintenance of the Road Works.

- 15.6 This special condition will not merge on settlement, but will continue in full force and effect.

## **16. Public Works**

- 16.1 The Purchaser acknowledges and agrees that:

16.1.1 the Development may or may not include the Public Works;

- 16.1.2 the Precinct Structure Plan will govern development and designate zoning of the Development;
- 16.1.3 the Public Works may or may not be carried out in accordance with the Precinct Structure Plan and any development plan approved under the Precinct Structure Plan;
- 16.1.4 the Planning Permit may contain conditions governing how the Vendor completes construction of the Public Works;
- 16.1.5 third parties may be responsible for carrying out the Public Works;
- 16.1.6 the Vendor does not make any representations or give any assurances:
  - (a) when, if at all, the Public Works will be completed including whether they will be constructed before the Settlement Date;
  - (b) as to the nature, shape, design, final location or layout of the Public Works;
- 16.1.7 special condition 14 applies to the Public Works with consequential amendments.
- 16.2 The Purchaser must not exercise any Purchaser Rights by reasons of any of the matters contemplated by this special condition 16 including not completing the Public Works before the Settlement Date.
- 16.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required in respect of the Public Works.
- 16.4 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 16.3.
- 16.5 The Vendor reserves the right in its absolute discretion on the timing and scope of delivery and ongoing maintenance of the Public Works.
- 16.6 This special condition will not merge on settlement, but will continue in full force and effect.
- 17. **Encumbrances**
- 17.1 Subject to all Laws
 

The Purchaser buys the Property subject to any applicable Law including, without limitation, the requirements of any planning scheme.
- 17.2 **Easements**

The Purchaser:

  - 17.2.1 admits that the Property is sold subject to the provisions of the Act; and
  - 17.2.2 buys the Property subject to:
    - (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 to this Contract and/or created or implied by the Act; and
    - (b) the rights of the Vendor under special condition 17.3.

The Purchaser must not make any requisition or objection or exercise the Purchaser's Rights in relation to any other matter referred to in this special condition 17.2.

### 17.3 Additional Restrictions

- 17.3.1 The Purchaser acknowledges that as at the day of sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.
- 17.3.2 The Vendor can enter into, grant or finalise any Additional Restriction on or after the day of sale.
- 17.3.3 The Vendor does not however give any assurance:
  - (a) as to the nature of the Additional Restriction;
  - (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
  - (c) when any Additional Restriction will be entered into, granted or finalised.
- 17.3.4 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:
  - (a) agrees to accept and observe an Additional Restriction; and
  - (b) acknowledges that the Additional Restriction runs with the relevant land.
- 17.3.5 The Purchaser acknowledges and agrees that:
  - (a) the Vendor may create in a memorandum of common provisions and/or require the Purchaser to create in the instrument of a Transfer of the Land (including by reference to a memorandum of common provisions) or otherwise, any Additional Restrictions in the form of easements or covenants which burden the Land; and
  - (b) if for any reason, the Restrictions cannot be registered, the Vendor may create restrictive covenants in a memorandum of common provisions on the same terms as the Restrictions.
- 17.3.6 Subject to the Purchaser's rights under the *Sale of Land Act 1962*, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions or the Restrictions.

### 18. Design Guidelines

- 18.1 The Purchaser acknowledges and agrees that:
  - 18.1.1 it has read and understood the Design Guidelines;
  - 18.1.2 without limiting any other provision of this Contract, the Vendor may amend the Design Guidelines to comply with any requirements or recommendations of the relevant Authority; and
  - 18.1.3 it must comply with the Design Guidelines.

- 18.2 The Purchaser acknowledges that it cannot carry out any Works without the Vendor's prior written approval of all building plans and specifications.
- 18.3 The Vendor will provide the approval referred to in special condition 18.2 if the Purchaser's plans and specifications comply with the Design Guidelines and are approved by the Design Review Panel.
- 18.4 Without limiting special condition 18.3, the Purchaser must in seeking the Vendor's approval not commence construction of any Works on the Property without the prior written consent of the Design Review Panel.
- 18.5 The Purchaser must deliver the plans or specifications for the Dwelling to be constructed on the Land to the Vendor.
- 18.6 Within 30 days of receiving the plans and specifications referred to in special condition 18.5, the Vendor must give the Purchaser written notice that:
  - 18.6.1 the plans and specifications are approved;
  - 18.6.2 amendments are required to be made to the plans and specifications and are to be resubmitted for the Vendor's approval; or
  - 18.6.3 the plans and specifications are rejected.

The Vendor must act reasonably in considering the plans and specifications and requiring amendments or rejecting them.
- 18.7 Notwithstanding Design Review Panel approval, the Purchaser may still need any relevant Approvals.
- 18.8 In the event of any conflict arising between the Memorandum of Common Provisions, the Restrictions, these special conditions or the Design Guidelines, the ranking in priority will be as follows:
  - 18.8.1 first the Memorandum of Common Provisions;
  - 18.8.2 second the Restrictions (excluding the Memorandum of Common Provisions);
  - 18.8.3 third these special conditions; and
  - 18.8.4 fourth the Design Guidelines.
- 18.9 The Purchaser acknowledges that:
  - 18.9.1 the Vendor may, at any time, at its absolute discretion be entitled, to vary or waive, any of its requirements (including requesting changes to the Purchaser's plans and specifications) as set out in the Design Guidelines. The Purchaser must not exercise any of the Purchaser's Rights by reason of such waiver or variation;
  - 18.9.2 neither the Vendor nor the Design Review Panel will be liable to the Purchaser in respect of any failure by the Vendor or the Design Review Panel to enforce any of the terms of the Design Guidelines;
  - 18.9.3 where there is any ambiguity or any dispute arises as to the interpretation or meaning of the terms of the Design Guidelines, the matter shall be determined by the Design Review Panel whose decision shall be final and binding; and

- 18.9.4 Part 5 of the Building Regulations 2018 (Vic) (**ResCode**) applies to the Works on the Property and that the Works will be considered by the relevant Authority or private building surveyor (as the case may be) (**statutory authorities**) under the provisions of ResCode (**statutory approval**).
- 18.10 The Purchaser indemnifies the Vendor against any loss or damage it suffers as a result of the Purchaser breaching special condition 18.1.
- 18.11 This condition will enure for the benefit of the Vendor after the Settlement Date.
- 19. Memorandum of Common Provisions**
- 19.1 It is the Vendor's present intention that a memorandum of common provisions substantially in the form of the Memorandum of Common Provisions will be registered on the titles of all the lots in the Stage. However, despite that, the:
- 19.1.1 Purchaser acknowledges that:
- (a) without limiting any other provision of this Contract, the Vendor may amend the Memorandum of Common Provisions to comply with any requirements or recommendations of the relevant Authority; and
  - (b) the memorandum of common provisions applicable to the other stages within the Development may not be in the form of the Memorandum of Common Provisions; and
- 19.1.2 Vendor does not warrant that a memorandum of common provisions in the form of the Memorandum of Common Provisions will be included in any contract for the sale of any other lots in the Development or any other land owner by the Vendor.
- 19.2 The Purchaser acknowledges that the Vendor may change the Memorandum of Common Provisions (including the building envelope plans).
- 19.3 The Purchaser covenants and agrees with the Vendor that it will observe and comply with the terms of the Memorandum of Common Provisions.
- 19.4 The Vendor will not be liable to the Purchaser in respect of any buildings to be constructed on other lots in the Development or the Stage or any failure by the Vendor to enforce any of the terms of the Memorandum of Common Provisions.
- 20. Works**
- 20.1 Without limiting special condition 18.3, the Purchaser must not commence or carry out or permit the commencement of carrying out of any Works on the Property unless the Works:
- 20.1.1 have first been approved in writing by the Design Review Panel and (unless the Design Review Panel agrees otherwise) the Works are in accordance with the Design Guidelines and the approved plans and specifications;
  - 20.1.2 have been granted all other necessary Approvals;
  - 20.1.3 are carried out strictly in accordance with the terms of all Approvals granted under special conditions 20.1.1 and 20.1.2; and
  - 20.1.4 comply with all Property Controls.
- 20.2 The Purchaser must at the Vendor's request remove any Works carried out on the Land in breach of this special condition and reinstate the Land to its condition prior to carrying out of

the Works. If the Purchaser fails to do so within 60 days of a request being made, the Vendor may do so and may enter the Land for that purpose (with contractors and equipment if required) and may dispose of the Works as the Vendor sees fit without being liable to the Purchaser in that regard. The Purchaser must pay to the Vendor on demand all costs and expenses incurred by the Vendor in exercising its rights under this special condition 20.2.

20.3 The Purchaser must promptly at the Vendor's option either reinstate or reimburse the Vendor for the cost of reinstating and damage done to any part of the Development by any person carrying out Works on the Land.

20.4 The Purchaser must:

20.4.1 commence the construction of the Dwelling on the Land in accordance with the approvals given under special condition 18 by no later than 12 months after the Settlement Date (or such longer period agreed to in writing by the Vendor);

20.4.2 complete construction to the satisfaction of the Vendor by no later than 12 months after commencement of construction;

20.4.3 complete landscaping works in accordance with the Design Guidelines within 6 months of the issue of an Occupancy Permit for the Dwelling and construction of a driveway; and

20.4.4 not leave the Works incomplete for more than three months without work being carried out.

20.5 For the purposes of special condition 20.4, completion of construction of the Dwelling will be deemed to be the issue of the Occupancy Permit.

20.6 The Purchaser must notify the Vendor in writing upon the commencement and completion of the Dwelling and provide the Vendor with a copy of the Occupancy Permit.

20.7 The Purchaser agrees to keep the Vendor indemnified against all Claims incurred by the Vendor and arising in respect of the matters set out in this special condition (including a failure by the Purchaser to comply with the provisions of this special condition).

## **21. Restrictions**

21.1 The Purchaser purchases the Property subject to the Restrictions and must comply with the Restrictions.

21.2 The Vendor and Purchaser acknowledge and agree that:

21.2.1 if the Purchaser fails to comply with all or any of the Restrictions and fails to remedy the breach in accordance with special condition 21.2.3, the Purchaser grants the Vendor a licence to enter the Property for the purposes of rectifying the Purchaser's breach of the relevant Restriction;

21.2.2 if required by the Vendor at the Vendor's sole discretion, the Purchaser must promptly pay or reimburse the Vendor on request, the costs incurred by the Vendor in remedying the Purchaser's breach of any Restriction; and

21.2.3 the Vendor must not exercise its rights under special condition 21.2.1, unless and until the Vendor provides the Purchaser with at least 14 days prior written notice, advising the Purchaser of the particular Restriction that has been breached and providing the Purchaser with 14 days in which to remedy the breach of the Restrictions.

- 21.3 So long as the Vendor is the owner or occupier of any part or parts of the Development:
- 21.3.1 the Purchaser unconditionally and irrevocably assigns the benefit of the Purchaser's right as a benefited lot owner on the Plan to enforce the Restrictions against other lot owners on the Plan; and
  - 21.3.2 the Purchaser must, if requested by the Vendor, permit the Vendor to exercise the Purchaser's rights as a benefited lot owner on the Plan in the name of the Purchaser. The Purchaser must do all things reasonably required by the Vendor, at the Vendor's reasonable cost, to enable the Vendor to exercise the Purchaser's rights.

## 22. Vendor's right to terminate

### 22.1 Requirements

If any requirement imposed by an Authority for the Plan is in the opinion of the Vendor (acting reasonably) too onerous on the Vendor to perform or accept, the Vendor may elect to terminate this Contract by notice in writing to the Purchaser. If the Vendor gives notice under this special condition 22.1, this Contract will be at an end and all moneys paid by the Purchaser will be refunded.

### 22.2 Benefit of this special condition

Special condition 22.1 is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

### 22.3 No compensation

If this Contract is terminated or rescinded by the Vendor under this special condition 22 neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

## 23. Landscaping

- 23.1 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.

- 23.2 The Purchaser agrees and acknowledges that:

- 23.2.1 any information provided by the Vendor in respect of such landscaping is indicative only, and believed to be correct at the Day of Sale;
- 23.2.2 the Purchaser is not relying upon such information in entering into this Contract;
- 23.2.3 no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor;
- 23.2.4 the Vendor retains the right to change such landscaping at its absolute discretion, including the right to not provide such landscaping at all; and
- 23.2.5 any potential changes made by the Vendor to such landscaping may have the affect of altering the visual amenity from the Property.

- 23.3 The Purchaser shall not exercise any Purchaser Rights as a direct or indirect consequence of anything contained in this special condition.



24. **Fencing**

- 24.1 The Purchaser must construct a fence on any side and rear boundary in accordance with the Design Guidelines (**Fence Works**) within 2 months of the issue of the Occupancy Permit for the Dwelling and completion of construction of the driveway.
- 24.2 The Purchaser acknowledges that it is responsible for construction of any retaining walls required on any boundary of the Lot.
- 24.3 The Purchaser indemnifies the Vendor from any Claims resulting from the Fence Works.
- 24.4 Except as otherwise provided in this Contract, the Purchaser agrees with the Vendor that, the Purchaser will not make any claim against the Vendor for any contribution to the cost of erecting any dividing fences or walls or any other types of fencing on any other part of the Property pursuant to the provisions of the Fences Act 1968, including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.
- 24.5 The Purchaser acknowledges that it buys subject to this special condition 24 and will not make any requisition, objection or exercise the Purchaser's Rights in respect of any matter referred to in this special condition.

25. **Vendor Financing**

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

26. **Not used**

27. **Outgoings**

- 27.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this special condition the Vendor is only obliged to pay all outgoings when they are due to be paid and the Purchaser will not require them to be paid on an earlier date.
- 27.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser will be either:
- 27.2.1 on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:
- (a) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or
  - (b) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or
- 27.2.2 on such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

28. **Land Tax**

- 28.1 Despite any other clause in the Contract, the parties agree that:

- 28.1.1 for the purpose of special condition 27.2 and General Condition 15, for the adjustment of land tax the relevant assessment for land tax is that assessment based on the land holding as at 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Property (**Land Tax Assessment**); and
- 28.1.2 land tax will be adjusted:
- (a) based on the proportional land tax stated on the Land Tax Assessment; and
  - (b) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the surface area of the Property bears to the surface area of the land that is subject to the proportional land tax stated on the Land Tax Assessment.
- 28.2 The Purchaser acknowledges and agrees that:
- 28.2.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
- 28.2.2 if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (**Settlement Year**); then
- 28.2.3 the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
- 28.2.4 the additional tax which the Vendor will incur in accordance with this special condition (**Additional Land Tax**) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.
- 28.3 If special condition 28.2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2.25% of the Price of the property (**Amount Paid**).
- 28.4 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:
- 28.4.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
  - 28.4.2 more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.
- 28.5 Despite special condition 27.2, payment of the Price will not be delayed and no money will be withheld from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.
- 28.6 The Vendor acknowledges that:
- 28.6.1 it is liable and responsible for payment of land tax chargeable on the Land until the date upon which the Purchaser becomes entitled to possession; and

28.6.2 subject to special condition 28.1, it must pay any such land tax assessed to the Vendor within the time limited by the assessment notice.

**29. Certificate of Title**

If on the Settlement Date, a separate certificate of title for the Land:

29.1 has not issued; or

29.2 is not available from the Land Registry,

the Purchaser must accept an order to register the instrument of transfer of land endorsed by the Vendor's solicitor or Vendor's mortgagee in favour of the Purchaser or as directed by the Purchaser or the Purchaser's mortgagee.

**30. Execution of Necessary Documents**

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

**31. Non Australian Resident**

31.1 If the box is ticked 'No' after the words 'FIRB Approval Required?' in Schedule 1 of the particulars of sale or this section of the particulars of sale is otherwise not completed, then the Purchaser:

31.1.1 warrants to the Vendor, as an essential term of this Contract, that it is an Australian Resident and the acquisition of the Property by the Purchaser does not fall within the scope of the Takeovers Act and is not examinable by FIRB; and

31.1.2 agrees that if the warranty in special condition 31.1.1 is breached and the acquisition of the Property by the Purchaser does fall within the scope of the Takeovers Act and is examinable by FIRB:

- (a) the Purchaser must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty;
- (b) the Purchaser must, as an essential term of this Contract, promptly take all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act of this purchase and keep the Vendor informed of the progress of the FIRB approval application;
- (c) upon becoming aware that the Purchaser has not obtained FIRB approval pursuant to the Takeovers Act, the Vendor may, at its discretion, elect to rescind the Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval and the Deposit will be refunded to the Purchaser; and
- (d) the Purchaser must provide evidence of the FIRB approval to the Vendor's Solicitors immediately upon receipt.

31.2 If the box is ticked 'Yes' after the words 'FIRB Approval Required?' in Schedule 1 of the particulars of sale, then,:

- 31.2.1 the Purchaser must, as an essential term of this Contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act of this purchase and will keep the Vendor informed of the progress of the FIRB approval application;
- 31.2.2 the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the day of sale;
- 31.2.3 this Contract is conditional upon the condition precedent that the Purchaser obtains FIRB approval pursuant to the Takeovers Act for the purchase of the Property within 30 days of the Day of Sale (**FIRB Sunset Date**) (or such other time as is mutually agreed between the parties in writing) failing which;
- (a) the Purchaser may by notice in writing within 5 days of the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing) withdraw from the Contract; or
- (b) the Vendor may, at its discretion, elect to rescind the Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval,
- and the Deposit will be refunded to the Purchaser;
- 31.2.4 the Purchaser must provide evidence of the FIRB approval to the Vendor's Solicitors immediately upon receipt; and
- 31.2.5 the Purchaser warrants to the vendor that the Purchaser's Status Declaration is correct and must indemnify the Vendor against any claims which the Vendor may suffer or incur if that declaration is not correct.

For the avoidance of doubt, if the Purchaser does not withdraw from the Contract in accordance with special condition 31.2.3(a), special condition 31.2.3(a) will be of no further force or effect and thereafter the Purchaser will be taken to have warranted to the Vendor that it has obtained or no longer requires FIRB approval for the purchaser of the Property.

- 31.3 General Conditions 16.2 and 27 do not apply to special conditions 31.1.2(c) and 31.2.3.
- 31.4 The Purchaser and any substitute or additional transferee nominated pursuant to General Condition 18 acknowledges that it is responsible for any fees payable in respect of an application to obtain FIRB approval.

## **32. Option**

- 32.1 To ensure the Purchaser's compliance with the provisions of special conditions 18, 19 and 20, the Purchaser hereby grants the Vendor an irrevocable option (option) to purchase the Land (including any improvements on the Land) from the Purchaser upon the following terms:
- 32.1.1 the option may be exercised by the Vendor only if either the Purchaser:
- (a) fails to construct the Dwelling within the time limits specified in special condition 20.4; or
- (b) otherwise breaches the provisions of special conditions 18, 19 and 20;

- 32.1.2 the option may be exercised by the Vendor or the Vendor's nominee at any time from the date the Vendor becomes aware of the Purchaser's breach up to the date 90 days after the Vendor becomes aware of the breach or notice;
- 32.1.3 the option must be exercised by the Vendor or the Vendor's nominee by notice in writing to the Purchaser or the Purchaser's solicitor;
- 32.1.4 if the Vendor or its nominee exercises the option, the sale price shall be an amount equal to 90% of:
  - (a) the price paid by the Purchaser to the Vendor pursuant to this contract; and
  - (b) any money paid for Works to the Land carried out in accordance with the Design Guidelines and Memorandum of Common Provisions;
- 32.1.5 if the option is exercised, the Land shall be deemed to have been purchased on the date of the option being exercised upon the terms of this contract save for this special condition and special conditions 4, 5, 6, 7, 8, 11, 17, 18, 19, 20, 22, 24, and 31 with settlement to take place and the purchase price to be paid in full within 60 days from the date of the contract;
- 32.1.6 if the option is exercised, the Vendor shall be deemed to have been appointed the Purchaser's attorney for the purpose of signing the statutory declaration, transfer of land, statement for goods transferred with residential land and any other documents necessary to effect the registration of the transfer to the Vendor; and
- 32.1.7 if the option is exercised, then notwithstanding anything to the contrary in law or anything contained in this contract, the Purchaser shall pay all costs associated with the sale including stamp duty and registration fees on the transfer, the Vendor's legal fees and agent's fees expected on a re-sale of the Property and all legal and other costs incurred or likely to be incurred by the Vendor in exercising its rights under this special condition 32.
- 32.2 The Purchaser acknowledges the right of the Vendor to lodge a caveat in respect of the Land to protect the Vendor's rights pursuant to this special condition.
- 33. **On-sale by the Purchaser**
  - 33.1 Subject to special condition 33.2, the Purchaser must not, without the prior consent of the Vendor, sell, agree to sell, advertise for sale (including without limitation erecting any advertising boards on the Land or advertising the Land on any website or social media), offer or transfer the Property to a third party until the Purchaser has completed the construction of the Dwelling on the Land.
  - 33.2 Without limiting special condition 33.1, If the Purchaser at any time before the Purchaser has completed the construction of a Dwelling on the Land has, or intends to, enter into a contract for the sale or transfer of the Property, the Purchaser must:
    - 33.2.1 obtain the Vendor's prior written consent to the intended or actual sale or transfer of the Property (such consent not to be unreasonably withheld provided the Purchaser complies with its obligations under special condition 33.2.3(c));
    - 33.2.2 not erect a sign on the Property advertising the Property for sale;
    - 33.2.3 deliver to the Vendor or the Vendor's solicitor within thirty (30) days of entering into a contract of sale or transfer of the Property whichever is earlier:
      - (a) details of the new owner of the Property (**New Owner**);

- (b) a cheque payable by the New Owner to the Vendor's solicitor for \$450 (plus GST) being the Vendor's costs for preparing the deed contemplated by special condition 33.2.3(c);
- (c) a deed executed by the New Owner in favour of the Vendor and in the form reasonably required by the Vendor under which the New Owner agrees as follows:
  - (i) to comply with all of the obligations of the Purchaser under special conditions 18, 19, 20 and 33;
  - (ii) where the Vendor owns any land adjoining the Property, that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00; and
  - (iii) to require, at the New Owner's cost, any purchaser or transferee from the New Owner to execute a further acknowledgment in favour of the Vendor in the same terms as are set out in this special condition 33.

33.2.4 make the contract or agreement with the New Owner conditional upon the Purchaser obtaining the Vendor's consent to the sale or transfer and the New Owner executing the deed contemplated by special condition 33.2.3(c); and

33.2.5 include in its contract or agreement with the New Owner an entitlement to procure the New Owner to execute the deed contemplated by special condition 33.2.3(c).

33.3 The Purchaser agrees to keep the Vendor indemnified against all Claims incurred by the Vendor and arising in respect of the matters set out in this Special Condition (including a failure by the Purchaser to comply with the provisions of this special condition).

33.4 The Purchaser acknowledges and agrees that not all of the Lots will be sold before the Settlement Date.

#### **34. Acknowledgements**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended to legally bind the Purchaser, the Purchaser has been given:

34.1 a Vendor's Statement in writing containing the particulars required by Section 32(2) of the *Sale of Land Act 1962* (as amended); and

34.2 a due diligence checklist in accordance with ss 33A and 33B of the *Sale of Land Act 1962* (as amended).

#### **35. No Warranties**

The Purchaser acknowledges that it:

35.1 accepts the Property with all Property Controls and Approvals;

35.2 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;

35.3 enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;

35.4 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut; and

35.5 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor, or the Vendor's Agent other than those expressly set out in this contract.

### 36. **Trust**

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

36.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

36.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;

36.3 if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser;

36.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

36.5 the Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

### 37. **Whole Agreement**

The covenants provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

### 38. **Indemnity**

Subject to any provision to the contrary in this Contract, the Purchaser will indemnify and keep indemnified the Vendor against all Claims, of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Land or any act, matter or thing occurring thereon.

### 39. **Vendor to assign**

If prior to the Settlement Date, a party other than the Vendor is or becomes registered proprietor of the Land or the Vendor's rights under this contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this contract in favour of the party who is or becomes registered proprietor of the Land or to whom the Vendor's rights under this contract are assigned. The Purchaser must not exercise any Purchaser Rights or seek compensation of any kind in respect of any of the matters set out in this special condition.

### 40. **Non-Merger**

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

#### **41. Novation**

41.1 In consideration of the Purchaser agreeing to entering into this Contract of Sale, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

41.1.1 a deed in the form prepared by the Vendor novating this Contract of Sale to a third party; and

41.1.2 a Vendor's Statement in the form prepared by the third party.

41.2 If this Contract of Sale is novated to a third party, the Purchaser:

41.2.1 must within 30 days of being requested to do so, do whatever is necessary to give that third party the benefit of the Bank Guarantee provided by the Purchaser under special condition 4, including if necessary delivering a new replacement Bank Guarantee in favour of the third party; and

41.2.2 will not exercise any Purchaser Rights in respect of special conditions 41.1 or 41.2.1 or any matter arising from special conditions 41.1 or 41.2.1.

41.3 If the Purchaser breaches special condition 41.2 the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's solicitor or the Vendor's Agent.

#### **42. Insolvency Event Deemed Default**

42.1 If an Insolvency Event occurs, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

42.2 An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

#### **43. Maintenance of Land**

43.1 The Purchaser must maintain, slash or mow the land to a standard as determined by the Vendor acting reasonably having reference to adjoining properties (**Maintenance Standard**).

43.2 If the Maintenance Standard has not been met, the Vendor or its agents may enter the Land at any time, without creating liability for trespass or otherwise, to maintain, slash or mow the Land without receiving authority from the Purchaser.

43.3 Where the Vendor enters the land for the purposes stated in special condition 43.2, the Purchaser must pay the Vendor a sum of \$250 upon the Vendor presenting the Purchaser with an invoice.

43.4 This condition will enure for the benefit of the Vendor after the Settlement Date.

#### **44. Personal Information**

44.1 In this special condition:



44.1.1 **Privacy Act** means the *Privacy Act 1988* (Cth) and any ancillary rules, regulations, guidelines, orders, directions, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

- (a) any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act; and
- (b) the Australian Privacy Principles under the Privacy Act.

44.1.2 **Personal Information** has the meaning given to it in the Privacy Act.

44.2 The purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and its related entities:

- 44.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to therein;
- 44.2.2 for planning and product development by the Vendor;
- 44.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;
- 44.2.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);
- 44.2.5 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the property;
- 44.2.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;
- 44.2.7 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and
- 44.2.8 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

## 45. Fibre Network

45.1 The Purchaser acknowledges that the Vendor does not make any representations or give any assurances as to the availability of a fibre network and whether or not the Property is capable of receiving a fibre network.

45.2 If the Property is capable of receiving a fibre network, the Purchaser:

- 45.2.1 must adopt and ensure compliance with the Fibre Specifications and appropriate building wiring specifications when constructing a Dwelling; and
- 45.2.2 acknowledges that:
  - (a) the Fibre Specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
  - (b) failure to comply with the Fibre Specifications will either:
    - (i) prevent connection to the Network Infrastructure; or

- (ii) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

#### 46. Delayed Settlement

Without limiting any other rights of the Vendor, if the Purchaser fails to settle on the due date for Settlement as set out in the particulars of sale to this Contract (**Due Date**) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitors an amount of \$500 plus GST representing the Vendor's additional legal costs and disbursements.

#### 47. Commercial Interests

47.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in special condition 47.2, are reasonably necessary to protect the Vendor's legitimate interests by:

47.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development due to the Development being at a stage where the Vendor has no certainty as to design and construction constraints; and

47.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything including changes in market conditions, construction costs or other matters.

47.2 Without limiting the operation of special condition 47.1, the parties agree that special conditions 5, 6, 11, 12, 13, 14, 17.3, 18, 19, 20, 21, 22, 32 and 33 of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in special condition 47.1.

#### 48. Fencing – Contribution

48.1 For the purposes of this special condition:

**Corner Lot** means a Lot with more than one road boundary; and

**Reserve** means a parcel of land set aside for use as public open space or for the use of an Authority.

48.2 This special condition 48 applies if the Lot:

48.2.1 is a Corner Lot; and/or

48.2.2 predominately abuts a Reserve.

48.3 Except as otherwise provided in this special condition, the Purchaser agrees with the Vendor not to make any claim against the Vendor for any contribution to the cost of erecting any dividing fences or walls or any other types of fencing on any other part of the Property pursuant to the provisions of the Fences Act 1968, including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.

48.4 Notwithstanding special condition 24, within 21 days of receiving a written request from a Purchaser to do so (**Purchaser Notice**), the Vendor will, at its own cost, commence construction of a 1.8 metre high fence of timber paling construction which complies with the Design Guidelines along:

48.4.1 the longest road boundary of any Corner Lot (**Corner Fence Works**); and/or

- 48.4.2 the boundary of any Lot where such boundary predominately abuts a Reserve (**Reserve Fence Works**).
- 48.5 The Purchaser can only issue the Purchaser Notice to the Vendor after the issue of an Occupancy Permit for the Dwelling.
- 48.6 If the Purchaser has provided the Purchaser Notice to the Vendor in accordance with special condition 48.4, the Purchaser must:
- 48.6.1 allow the Vendor 4 weeks of access to the Property between the hours of 7.00am to 6.00pm for the purpose of completing the Corner Fence Works and/or the Reserve Fence Works;
- 48.6.2 comply with any reasonable direction of the Vendor; and
- 48.6.3 not make any objection, requisition or claim or institute any proceedings in connection with the dust, noise and other discomforts caused or contributed to by the Corner Fence Works and/or Reserve Fence Works.
- 48.7 The Purchaser acknowledges that the 'longest road boundary' referred to in special condition 48.4.1 will be determined by the Vendor in its absolute discretion.
- 48.8 The Purchaser indemnifies the Vendor from any Claims resulting from the Corner Fence Works and/or the Reserve Fence Works.
49. **GST**
- 49.1 In this special condition:
- 49.1.1 words and expressions that are not defined in this Contract but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 49.1.2 GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).
- 49.2 Notwithstanding General Condition 13.6, the parties agree that the margin scheme does apply to this Contract.
- 49.3 The Vendor may elect not to apply the margin scheme in working out the GST Amount on the supply of the Property under this Contract.
- 49.4 The Vendor must notify the Purchaser if the Vendor elects not to apply the margin scheme to calculate the GST payable on the supply of the Property under this Contract.
- 49.5 This special condition will not merge on settlement.

## 50. **Electronic Conveyancing**

- 50.1 In this special condition:

**E-Conveyancing Variations** means variations effected to the General Conditions to allow for an Electronic Settlement to occur;

**ECNL** means the Electronic Conveyancing National Law Victoria;

**Electronic Settlement** means settlement of a conveyancing transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO;

**ELN** means Electronic Lodgement Network.

**ELNO** means Electronic Lodgement Network Operator within the meaning of the ECNL;

**Settlement Parties** means the Vendor, Purchaser, their respective financiers (if any) and any other parties that are required to be a party to the ELN to effect settlement.

- 50.2 The parties agree to effect an Electronic Settlement unless the Registrar's guidelines or Laws from time to time require the parties to effect a paper settlement.
- 50.3 The Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:
  - 50.3.1 signing and lodging all necessary documents and compelling the Settlement Parties for whom it is responsible to do so;
  - 50.3.2 being, or engaging a representative who is, a subscriber for the purposes of the ECNL;
  - 50.3.3 ensuring that all other Settlement Parties for whom it is responsible are, or engage, a subscriber for the purposes of the ECNL; and
  - 50.3.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties for whom it is responsible to do so.
- 50.4 Without limiting special condition 50.3, the parties agree to adopt the following process in respect of an Electronic Settlement:
  - 50.4.1 the Vendor or the Vendor's Solicitor must open the workspace within 5 days of lodging the Plan with the Registrar;
  - 50.4.2 the Vendor or the Vendor's Solicitor must invite the Purchaser or its representative to the workspace on or before the Registration of the Plan (at which point the Vendor's Solicitor sets the Settlement Date and time);
  - 50.4.3 the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions no later than 7 days before Settlement;
  - 50.4.4 the Purchaser must ensure that the transfer of land and notice of acquisition are signed and completed correctly no later than 5 days before Settlement;
  - 50.4.5 once the transfer of land and notice of acquisition are signed by both parties, the Purchaser must not unsign or make any changes to the documents without the Vendor's prior written consent;
  - 50.4.6 the Purchaser must accept the Settlement Date and time proposed by the Vendor or the Vendor's Solicitor in its invite no later than 5 days before Settlement;
  - 50.4.7 once the Purchaser accepts the Settlement Date and time the Purchaser must not, and must procure that its financier does not, change the Settlement Date or time without the Vendor's prior written consent;
  - 50.4.8 the Vendor or the Vendor's Solicitor must prepare the adjustments and input destination funds into the ELN no later than 3 days before Settlement;
  - 50.4.9 the Purchaser must input source funds into the ELN no later than 1 day before Settlement;

- 50.4.10 if the Vendor has complied with its obligations in this special condition 50.4, the Purchaser must ensure the workspace is 'Ready Ready' by 10am on the Settlement Date;
- 50.4.11 if the Purchaser fails to comply with special condition 50.4.10, the Vendor is not required to effect Settlement until a day on the which the workspace is 'Ready Ready' by 10am. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 50.4.11 the Vendor effects Electronic Settlement after the date settlement is due under this Contract;
- 50.4.12 subject to special condition 50.4.10, once the workspace is 'Ready Ready', the Vendor is ready, willing and able to settle and the Purchaser must effect Settlement on that day;
- 50.4.13 if, pursuant to special condition 50.4.11 the Vendor effects Electronic Settlement after the date settlement is due under this Contract and/or the Purchaser fails to effect Settlement in accordance with special condition 50.4.12, special condition 46 will apply.
- 50.5 The Purchaser acknowledges that:
  - 50.5.1 the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation;
  - 50.5.2 Settlement occurs when the workspace records that:
    - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
    - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.
- 50.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 50.7 The Vendor is not responsible for any error caused by the ELN or ELNO.
- 50.8 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this special condition 50.
- 50.9 The parties agree that if there is any inconsistency between this special condition and the General Conditions and other special conditions then, except in the case of manifest error, to the extent of any inconsistency this special condition will prevail and have priority over the General Conditions and other special conditions.
- 51. Community Infrastructure Levy**
  - 51.1 The Purchaser acknowledges and agrees that any Community Infrastructure Levy paid by the Vendor in respect of the Property will be reimbursed by the Purchaser to the Vendor by way of an adjustment in favour of the Vendor at Settlement.
  - 51.2 The Purchaser must not exercise any Purchasers Rights in respect of any matter set out in this special condition.

## 52. Stamp Duty

- 52.1 The parties agree to adopt the following process in respect of the on-line duties form:
- 52.1.1 the Vendor or the Vendor's Solicitor must create the on-line duties form and invite the Purchaser to complete and sign the form within 5 days of lodging the Plan with the Registrar;
  - 52.1.2 the Purchaser must accept the Vendor's on-line duties form invitation within 7 days of receipt;
  - 52.1.3 the Purchaser must ensure that the on-line duties form is signed and completed no later than 5 days before Settlement;
  - 52.1.4 if the Purchaser has complied with special condition 52.1.3, the Vendor must sign the on-line duties form no later than 3 days before Settlement;
  - 52.1.5 once the on-line duties form is signed by both parties, the Purchaser must not unsign or make any changes to the form without the Vendor's prior written consent;
  - 52.1.6 despite special condition 52.1.5, the on-line duties form must not be unsigned or amended by the Purchaser on the Settlement Date;
  - 52.1.7 if the Purchaser fails to comply with special condition 52.1.6 and unsigns or amends the on-line duties form on the Settlement Date, the Vendor is not required to effect Settlement until the next Business Day after the on-line duties form is signed by both parties. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 52.1.7, the Vendor effects Settlement after the date settlement is due under this Contract and special condition 46 will apply.
- 52.2 The Purchaser warrants to the Vendor, as at the date that settlement takes place, that the information provided by it in the on-line duties form is true and correct and agrees that, if this warranty is breached, it must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct result of a breach of that warranty.
- 52.3 The Purchaser must provide the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties on the date settlement is due under this Contract. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a settlement statement in respect of the completed on-line duties form signed by both parties if the Purchaser fails to give the settlement statement in accordance with this special condition. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 52.3, the Vendor effects settlement after the date settlement is due under this Contract.
- 52.4 The Purchaser acknowledges and agrees that:
- 52.4.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with the sale and transfer of the Property under this Contract and that the Purchaser has made its own enquiries and investigations;
  - 52.4.2 it is liable to pay any amount of duty assessed by the State Revenue Office;
  - 52.4.3 if the Purchaser is a foreign purchaser, as that term is defined in section 3(1) of the *Duties Act 2000* (Vic), the Purchaser is liable to pay additional stamp duty at a rate

of 8% (or such other rate applying to additional stamp duty payable by foreign purchasers from time to time) of the Price and the Vendor has not made any representation or warranty to the Purchaser concerning the amount of such additional stamp duty; and

- 52.5 it must not make any objection, requisition or exercise the Purchaser Rights because of the amount of stamp duty assessed in connection with the sale and transfer of the Property to the Purchaser under this Contract.

### **53. Capacity of Vendor Signatories**

The Purchaser acknowledges and agrees that if an attorney has executed this Contract or any document contemplated by or required to give effect to this Contract (**Relevant Document**) as an attorney of the Vendor (**Attorney**):

- 53.1 the Attorney executes the Relevant Document as attorney of the Vendor, and not in its personal capacity, and does not assume personal liability under any warranty or obligation of the Vendor in the Relevant Document;
- 53.2 it releases the Attorney from any personal liability whatsoever, and covenants with the Attorney not to seek to bring proceedings against the Attorney in its personal capacity;
- 53.3 it waives all Purchaser Rights in relation to the matters raised in this special condition; and
- 53.4 it will indemnify the Attorney against any Claim against the Attorney or that the Attorney may suffer as a result of a breach of this special condition by the Purchaser.

### **54. Foreign resident capital gains withholding payments**

If:

- 54.1 Subdivision 14 –D of Schedule 1 of the TA Act applies to this Contract; and
- 54.2 on or before settlement of this Contract, the Vendor gives to the Purchaser a clearance certificate issued by the Commissioner under subsection 14-220 of Schedule 1 of the TA Act,
- the Purchaser must not withhold any money payable by the Purchaser under this Contract for the purpose of Subdivision 14-D of Schedule 1 of the TA Act.

### **55. GST Withholding and Payment and Notifications**

The parties agrees that the GST Withholding special condition and Notice form part of this Contract.

### **56. Electronic Exchange**

- 56.1 This special condition applies if this Contract was "electronically exchanged".
- 56.2 The Vendor and Purchaser acknowledge and agree that this Contract has been entered into using electronic means.
- 56.3 The Purchaser acknowledges and agrees that it received and reviewed an entire copy of the Vendor's Statement (duly signed by the Vendor in accordance with the Sale of Land Act 1962) and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.

- 56.4 The parties acknowledge and agree that the execution of this Contract has been effected as follows:
- 56.4.1 first, the Purchaser has signed the Vendor's Statement and then this Contract by way of an electronic signature;
  - 56.4.2 second, the Vendor has signed this Contract by way of an electronic signature; and
  - 56.4.3 lastly, the Contract is exchanged by email or other electronic means and a copy of the Contract (as electronically signed by the Vendor and Purchaser) has been provided to the parties along with notification of the day of sale.
- 56.5 If, at any time, as a result of this Contract being entered into using electronic means either:
- 56.5.1 the Contract or any of its terms and conditions are invalid or unenforceable or the Purchaser is not bound by them; or
  - 56.5.2 the Vendor reasonably believes it will be unable to obtain finance for the Development;
- the Purchaser must do all things necessary to execute two printed copies of the Contract and Vendor's Statement (in the same form and with the same day of sale as this Contract) and provide them to the Vendor's Solicitors.
- 56.6 If the Purchaser fails to comply with special condition 56.5, the Purchaser appoints the Vendor's Solicitors as its attorney to execute two printed copies of the Contract on the Purchaser's behalf.
- 56.7 The Purchaser must not exercise any Purchaser Rights in connection with this special condition 56.
57. **HomeBuilder**
- 57.1 The Purchaser acknowledges that:
- 57.1.1 one of the eligibility criteria of HomeBuilder in Victoria is that the Purchaser's builder must commence construction of the Dwelling within six months of the date of the building contract (or such other time period applying to commencement of construction for Homebuilder from time to time);
  - 57.1.2 the Plan may not have Registered within the required time period for the Purchaser's builder to commence construction and the Purchaser to obtain the benefit of a grant under HomeBuilder; and
  - 57.1.3 the Vendor makes no representation or warranty that the Plan will be Registered in time for the Purchaser to obtain the benefit of a grant under HomeBuilder.
- 57.2 The Purchaser further acknowledges that:
- 57.2.1 the Vendor, the Vendor's Agent and the Vendor's Solicitor have not made any representations or warranties to the Purchaser in respect of the availability of any Government Grants or whether the Purchaser is eligible for any Government Grant;
  - 57.2.2 it has not relied upon any representation made by either the Vendor, the Vendor's Agent, the Vendor's Solicitor or anyone acting on the Vendor's behalf in respect of any Government Grants;





- 57.2.3 it has made its own enquiries with the appropriate Authorities about the availability of, and eligibility for, HomeBuilder or any other Government Grant in respect of the Property;
  - 57.2.4 the Purchaser is ultimately responsible for payment of the Price and the Vendor is not liable to pay any money, provide a rebate, reduce the Price or make any contribution towards the build price or payments under any building contract entered into or to be entered into by the Purchaser if HomeBuilder or any other Government Grant is not available or the Purchaser is not eligible for HomeBuilder or any other Government Grant in respect of the Property for any reason whatsoever; and
  - 57.2.5 this Contract is not subject to or conditional upon the Purchaser obtaining the benefit of a grant under HomeBuilder or any other specific Government Grant, it enters into this Contract at its own risk and it would have entered into this Contract regardless of the availability of any Government Grant or eligibility for any Government Grant in respect of the Property.
- 57.3 The Purchaser releases and discharges the Vendor, the Vendor's Agent, the Vendor's Solicitor and anyone acting on the Vendor's behalf from any Claim in relation to the Purchaser's failure to obtain any Government Grant.
- 57.4 The Purchaser must not make any objection, requisition or exercise the Purchaser Rights because of anything contemplated by this special condition.

## **Annexure A**

### **Guarantee and Indemnity**

## GUARANTEE AND INDEMNITY

TO: Satterley Mickleham Pty Ltd ACN 612 101 550 of Level 3, 27-31 Troode Street, West Perth, WA 6005 (**Vendor**)

I/We, the guarantors named in the Schedule, Item 4

(**Guarantors**)

### JOINTLY AND SEVERALLY AGREE:

#### Guarantee

1. In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:
  - 1.1 payment of the purchase money interest and all other monies payable under the Contract; and
  - 1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

#### Indemnity

2. If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

#### Continuing Guarantee and Indemnity

3. This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:
  - 3.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.
  - 3.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.
  - 3.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.
  - 3.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.
  - 3.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

### **Guarantee Independent**

4. This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

### **Notice**

5. Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

### **Miscellaneous Provisions**

6. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
7. In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.
8. The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
9. This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will enure for the benefit of the Vendor and successors and assigns.
10. The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.



1.	Contract:	Contract of Sale made between the Purchaser and the Vendor dated day of <input type="text"/> for the purchase of the Property at Botanical, 1960 Mickleham Road, Mickleham Lot _____,
2.	Property:	Stage 16
3.	Purchaser Name: Address:	<div></div>
4.	Guarantor Address:	<div></div>

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

.....  
Name of Witness

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

.....  
Name of Witness

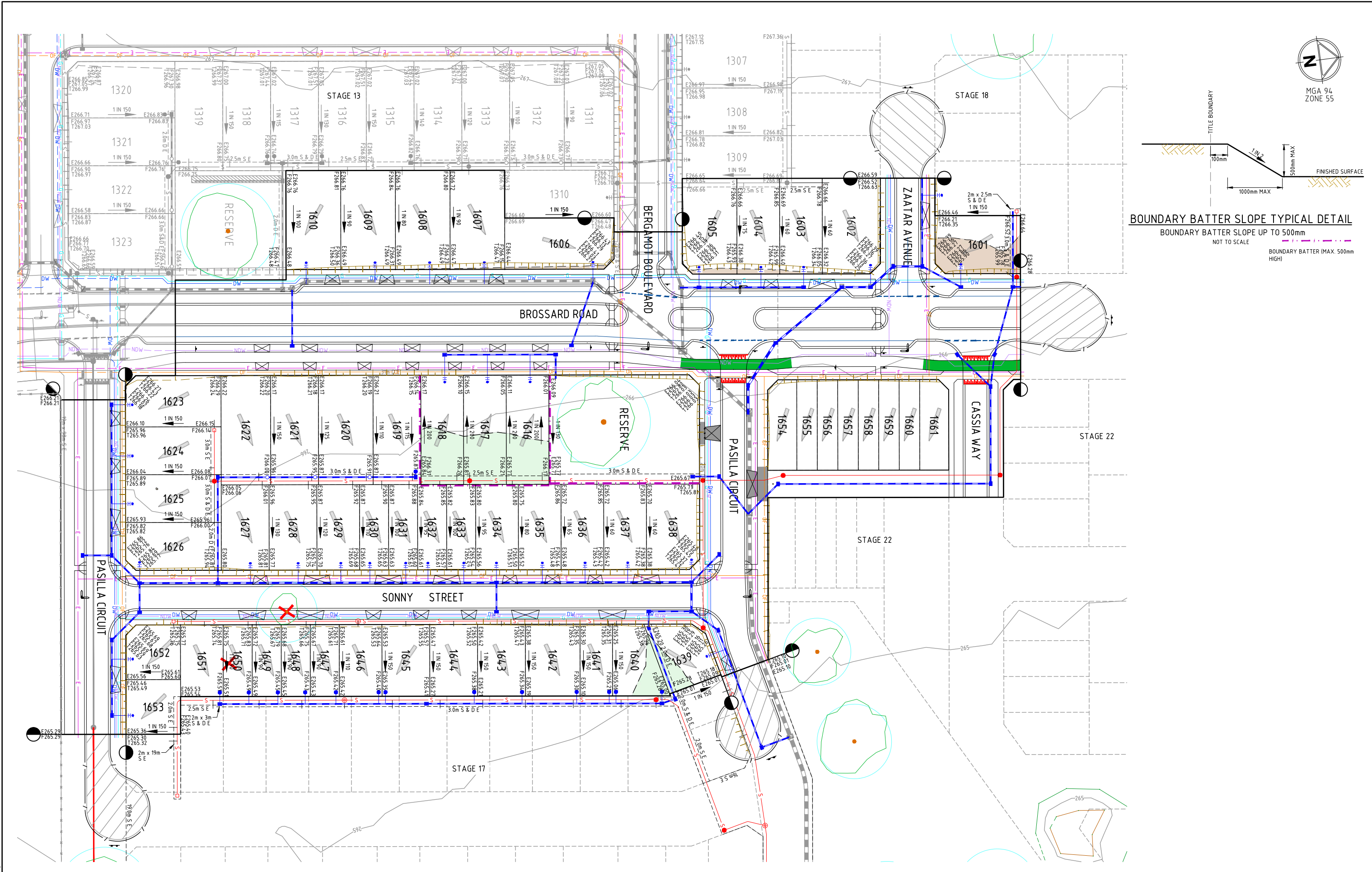


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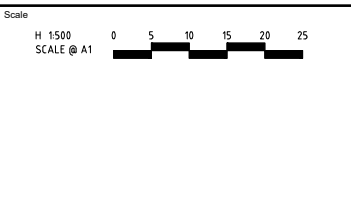
## Annexure B

### Plan of Surface Level Works

file name: 303996\001 Sales Plan.dwg, layout name: C001, plotted by: William May, file location: G:\303996\Civil\ACAD\plot date: 09/07/2021 3:31 PM, Sheet 1 of 1 Sheets



Rev	Amendments	Approved	Date
B	ISSUED TO CLIENT	A.D-R	09/07/21
A	ISSUED TO CLIENT	A.D-R	28/04/21



ISO 9001 CERTIFIED  
ISO 14001 CERTIFIED  
ISO 45001 CERTIFIED  
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VICTORIA 8007 AUSTRALIA T 61 3 9993 7888  
spiire.com.au ABN 55 050 029 635

**Satterley**

Designed  
W.MAY

Checked  
P.CURNOW

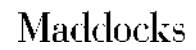
Authorised  
A.DURSTON-RYAN

Date  
28-04-21

**BOTANICAL ESTATE  
STAGE 16**

**SALES PLAN**  
HUME CITY COUNCIL  
SATTERLEY PROPERTY GROUP

**PRELIMINARY** Drg No **303996SALES** Rev **B**



## Memorandum of Common Provisions



# 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:

#### 1 Preliminary

The matters addressed in this MCP are those that vary from the provisions in the Regulations and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.

This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

#### 2 Provisions

The Plan of Subdivision includes a notice of restriction enabling approved building envelopes in accordance with Regulation 5 in Part 1 of the Regulations. The provisions of this MCP are incorporated into the restrictions created by the Plan of Subdivision.

Any building to be constructed on allotments to which this MCP applies and for which the construction would require a building permit must be sited within the approved building envelope subject to any specific encroachments allowed outside the approved building envelope pursuant to this MCP.

The conditions set out in the Small Lot Housing Code (SLHC) apply to any allotment marked with a '▲' on the building envelope plan. All allotments on this plan denoted with a '▲' on the building envelope plan are to be considered either Type A or Type B allotments.

#### 3 Text of restrictions

The matters which are restricted by the approved building envelopes provide for siting and design parameters different from those contained in Part 5 in the Regulations and Clause 54 in the Scheme and are as follows.

##### 3.1 Minimum street setbacks (Regulation 74 and Clause 54.03-1)

A building must be set back from a street alignment in accordance with Regulation 74 (Minimum street setbacks) in Part 5 of the Regulations and Clause 54.03-1 in the Scheme, except as specified below.

A building on an allotment must be set back from a street boundary not less than the distance specified in respect of that boundary on the following relevant building envelope plan.

In the case of corner lots, buildings must be setback a minimum of 2 metres from the secondary frontage street or, if applicable, the minimum distance noted on the relevant building envelope plan.

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V3

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

91ATLA

Page 1 of 11

**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

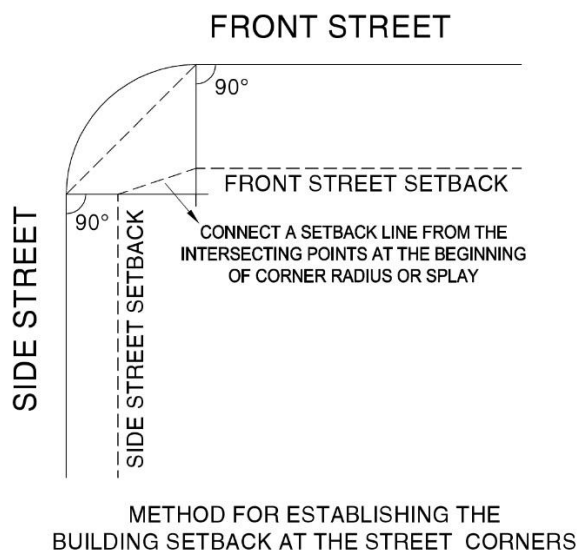
### ***Encroachments:***

The following may encroach into the setback distance required above by not more than 1.5m

- a. Verandah's and porches that have a maximum height of not more than 3.6m metres above the natural ground
- b. Unroofed balconies that have a maximum height of not more than 4.0 metres above the natural ground
- c. Eaves, fascia and gutters
- d. Screens referred to as described in the Building Regulations 2018.
- e. Decks, steps or landings - less than 800 mm in height

### **Diagram: Splayed and Curved Street Frontages**

Unless noted on the plan the minimum front setback on a splayed or curved street frontage must be taken in 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.



A garage on an allotment must be set back not less than 5.0 metres from the front street boundary of the allotment and must be set back not less than 0.5 metres behind the front building line (excluding encroachments) of the dwelling.

### **3.2 Building Height (Regulation 75 and Clause 54.03-2)**

The height of a building on a lot must be in accordance with Regulation 75 (Building Height) in Part 5 of the Regulations and Clause 54.03-2 in the Scheme, except as specified below.

The height of a building on a lot must not exceed 10.0 metres unless the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 7.5 degrees or more, in which case the maximum building height should not exceed 12.0 metres.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 3.3 Site coverage (Regulation 76 and Clause 54.03-3)

The site area covered by buildings on an allotment must be in accordance with Regulation 76 (Site coverage) in Part 5 of the Regulations and Clause 54.03-3 in the Scheme, or the maximum site coverage as specified in the schedule to the zone.

### 3.4 Side and rear setbacks (Regulation 79 and Clause 54.04-1)

Side and rear setbacks on an allotment must be in accordance with Regulation 79 (Side and rear setbacks) in Part 5 of the Regulations and Clause 54.04-1 in the Scheme, except as specified below.

Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles noted below and shown on the plan by the identifier code.

A building on a lot which has two side boundaries denoted as 0 or 1 in the plan of subdivision must be setback at least one metre from one of the two side boundaries.

The following may encroach not more than 0.5 metres into the minimum side and rear setbacks.

- Porches and verandahs
- Masonry chimneys
- Screens (to the extent needed to protect a neighbouring property from a direct view)
- Flues and pipes
- Domestic fuel tanks
- Heating and cooling equipment and other services
- Water Tanks

The following may encroach into the minimum setbacks.

- Landings with a maximum area of 2.0 square metres and a maximum height of 1 metre
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascias and gutters not more than 0.6 metre in total width
- Outbuildings not exceeding 10 square metres in area and 3 metres in height.

A garage with access facing the side street boundary of a corner allotment must be set back at least 0.5 metres behind the side street building line of the dwelling.

Carports may be built on or within 200 millimetres of a side street boundary if the side of the carport facing the boundary is open.

Edge lots are not beneficiaries of the restriction described in 3.3 above.

### 3.5 Walls on boundaries (Regulation 80 and Clause 54.04-2)

Walls constructed on a boundary must be in accordance with Regulation 80 (Walls on boundaries) in Part 5 of the Regulations and Clause 54.04-2 in the Scheme, except as specified below.

The height of a wall or carport of an allotment must not exceed a maximum height of 3.6 metres unless abutting a higher existing or simultaneously constructed wall.

Edge allotments are not beneficiaries of the restriction described in 3.4 above

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

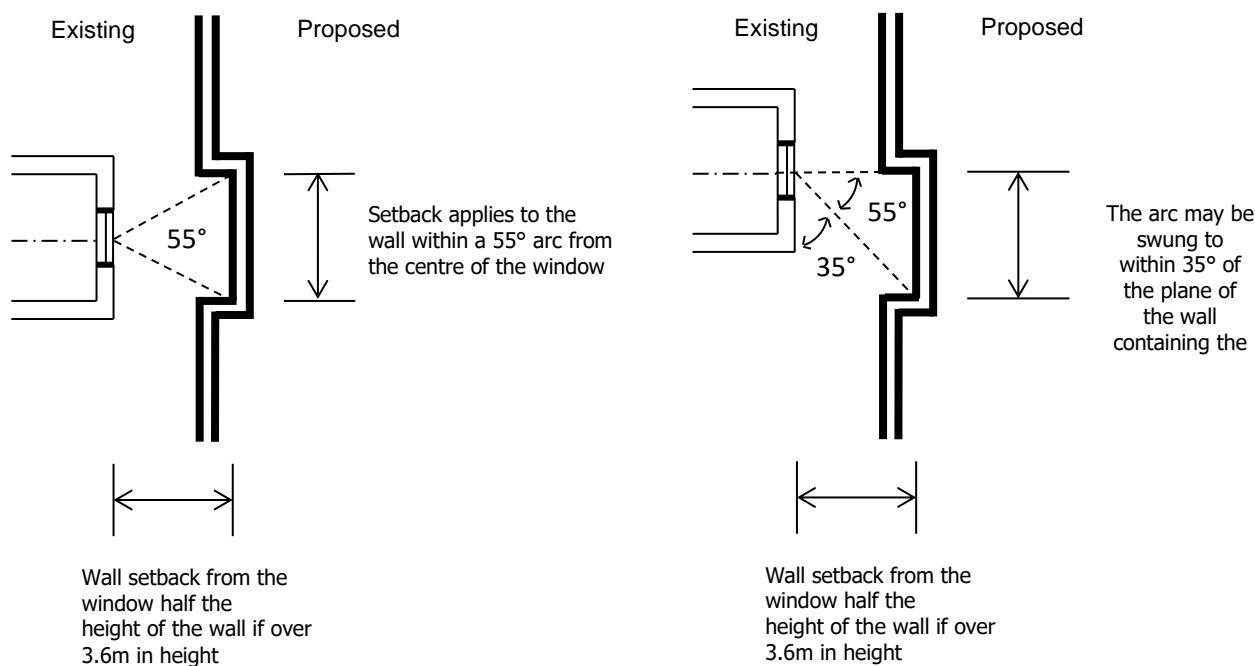
### 3.6 Daylight to existing habitable room windows (Regulation 81 and Clause 54.04-3)

The provision of solar access to existing north-facing habitable room windows must be in accordance with Regulation 81 (Daylight to existing habitable room windows) in Part 5 of the Regulations and Clause 54.04-3 in the Scheme, except as specified below.

A building must be set back from a habitable room window in an existing building on an adjoining lot to provide for a light court to the existing window that has a minimum area of 3 square metres and a minimum dimension of 1m clear to the sky. The area of the light court may include land on the adjoining lot.

A wall or carport with an average height of more than 3.6 metres opposite a habitable room window in an existing dwelling on an adjoining lot must be setback from the window at least half the height of the wall or carport if the wall or carport is within a 55 degree angle in the horizontal plane about a vertical axis through the centre of the window. The angle may be swung to not less than 35 degrees from the plan of the wall containing the window.

This is illustrated in the two diagrams below.



If the existing habitable room window is above ground level, the wall or carport height is measured from the floor level of the room containing the window.

Daylight to habitable room windows in buildings on lots, which are not beneficiaries of this restriction, is not dealt with by this building envelope except where annotated on plan.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### **3.7 Solar access to existing north-facing habitable room windows (Regulation 82 and Clause 54.04-4)**

The provision of solar access to existing north-facing habitable room windows must be in accordance with Regulation 82 (Solar access to existing north-facing habitable room windows) in Part 5 of the Regulations and Clause 54.04-4 in the Scheme, except as specified below.

Reference to an existing north-facing habitable room window, in the case of buildings on allotments contained within this MCP, refers to ground floor windows only.

Any north-facing habitable room window at ground level to be constructed in a building on an allotment must be clear to the sky and setback within the building envelope of the north boundary of that allotment.

### **3.8 Overshadowing of recreational private open space (Regulation 83 and Clause 54.04-5)**

Any overshadowing of recreational private open space must be in accordance with Regulation 83 (Overshadowing of recreational private open space) in Part 5 of the Regulations and Clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Edge allotments are not beneficiaries of the restriction described in 3.6 above.

### **3.9 Overlooking (Regulation 84 and Clause 54.04-6)**

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining allotment must be in accordance with Regulation 84 (Overlooking) in Part 5 of the Regulations and Clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

This requirement applies to any habitable room window, balcony, terrace, deck or patio of a dwelling on an allotment within the specified overlooking control area (as indicated in the relevant height and setback profiles), that has direct views into an adjoining allotment.

Edge allotments are not beneficiaries of this restriction described in 3.7 above.

### **3.10 Private open space (Regulation 86 and Clause 54.05-2)**

A dwelling on an allotment must provide private open space as specified in Regulation 86 (Private open space) in Part 5 of the Regulations and Clause 54.05-2 in the Scheme.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 4 Notes on the MCP

- 4.1 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 4.2 In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 4.3 Buildings must not cover registered easements unless provided for by the easement.
- 4.4 Edge allotments are those allotments that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin an allotment that is not part of the same certified plan of subdivision. Regulation 71 in Part 5 of the Regulations and Clause 56.04-2 in the Scheme, apply to each edge allotment irrespective of Sections 1 to 3 of this MCP.

### 5 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

In Parts 1 & 5 of *Building Regulations 2018*:

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

In the *Hume Planning Scheme*:

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

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### **Additional definitions:-**

#### **Approved building envelope**

The building envelope shown for a particular allotment in the building envelope plan and has the same meaning as in Regulation 71 of the Regulations.

#### **Building envelope**

An area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed, garage or carport is allowed subject to the particular provisions of this document, the Permit and the Scheme.

#### **Building envelope plan**

The plan which is attached to this MCP and which shows the approved building envelopes, certain setbacks and other related matters for the allotments within the plan of subdivision.

#### **Corner allotment**

An allotment with a corner where each boundary connects to a street (excluding a laneway) or public open space.

#### **Edge allotments**

Allotments that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin an allotment that is not part of the same certified plan of subdivision.

#### **Finished Surface Level**

The ground level after engineering works associated with the subdivision are complete.

### **MCP**

This Memorandum of Common Provisions.

#### **On the boundary**

Setback of up to 200 millimetres from the allotment / property boundary is deemed to be on the boundary.

#### **Plan of Subdivision**

The Plan of Subdivision referred to on page 1 of this MCP.

#### **Regulations**

The Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

#### **Scheme**

The Hume Planning Scheme.

#### **Side boundary**

A boundary of an allotment that runs between and connects the street frontage of the allotment to the rear boundary of the allotment.

#### **Small Lot Housing Code (SLHC)**

The Small Lot Housing Code for allotments less than 300m<sup>2</sup> incorporated into the Hume Planning Scheme.

#### **Street**

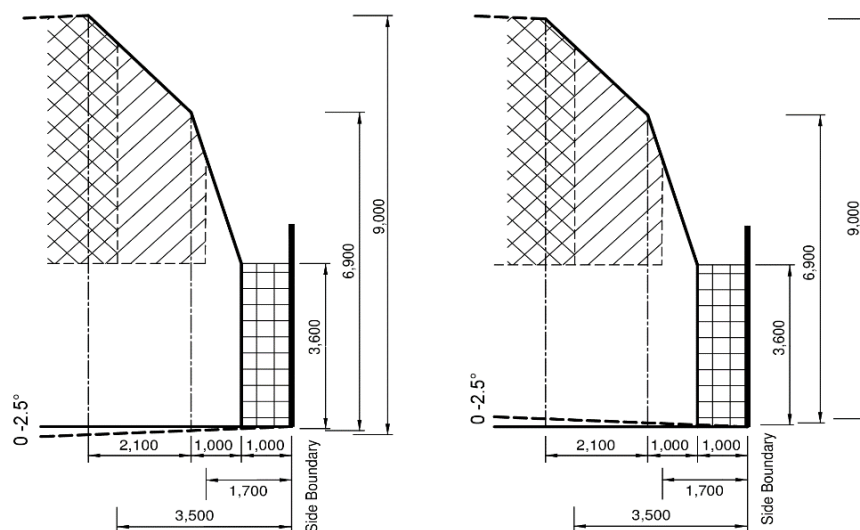
For the purposes of determining street setbacks, street means any road other than a footway or carriageway easement.

6 Diagrams and plans

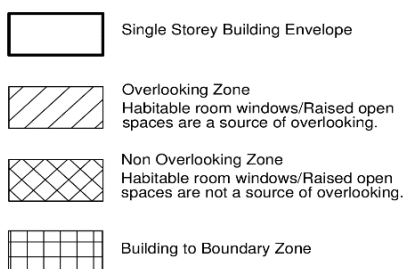
6.1 Profiles referenced in the building envelope plan

0 - 2.5° Slope  
STANDARD ALLOTMENT:

A



TYPICAL SIDE BOUNDARY





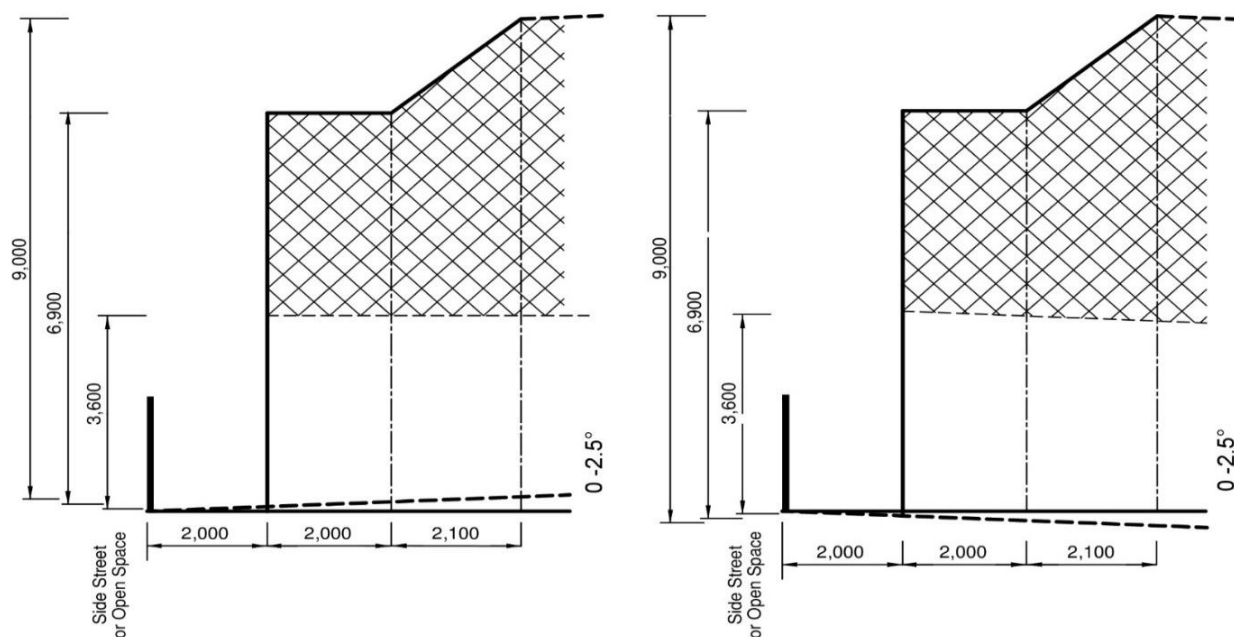
# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 6.1 Profiles referenced in the building envelope plan

0 - 2.5° Slope  
STANDARD ALLOTMENT:

S1



Side boundary abuts street  
or public open space

	Single Storey Building Envelope
	Overlooking Zone Habitable room windows/Raised open spaces are a source of overlooking.
	Non Overlooking Zone Habitable room windows/Raised open spaces are not a source of overlooking.
	Building to Boundary Zone

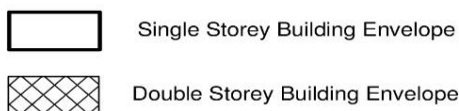
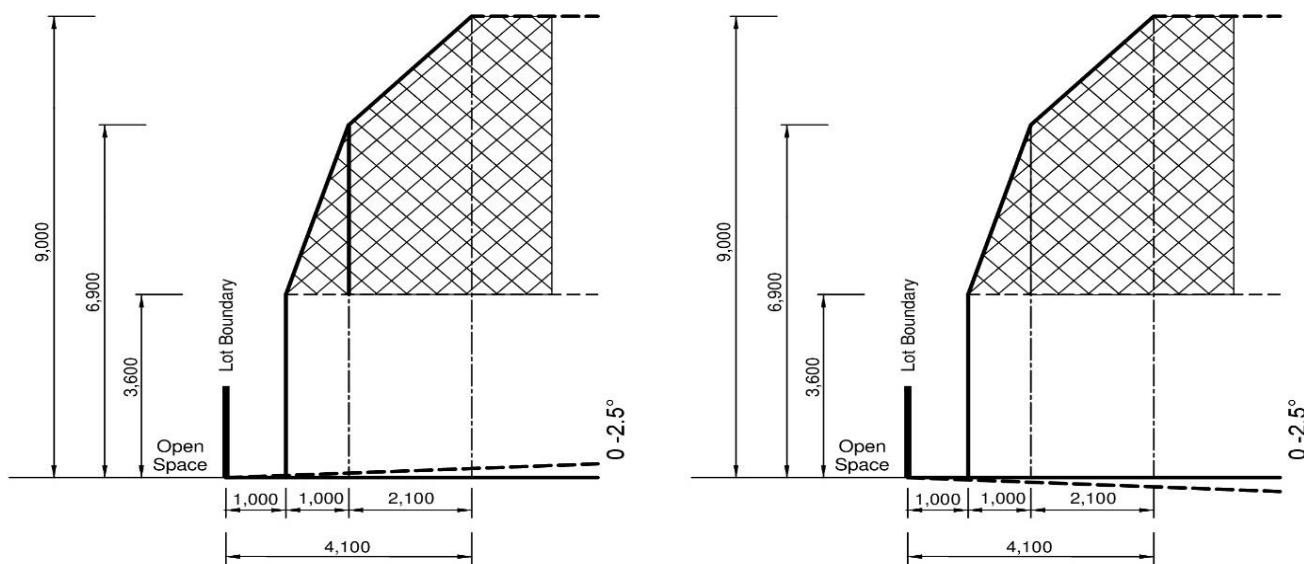
# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 6.1 Profiles referenced in the building envelope plan

0 - 2.5° Slope  
STANDARD ALLOTMENT:

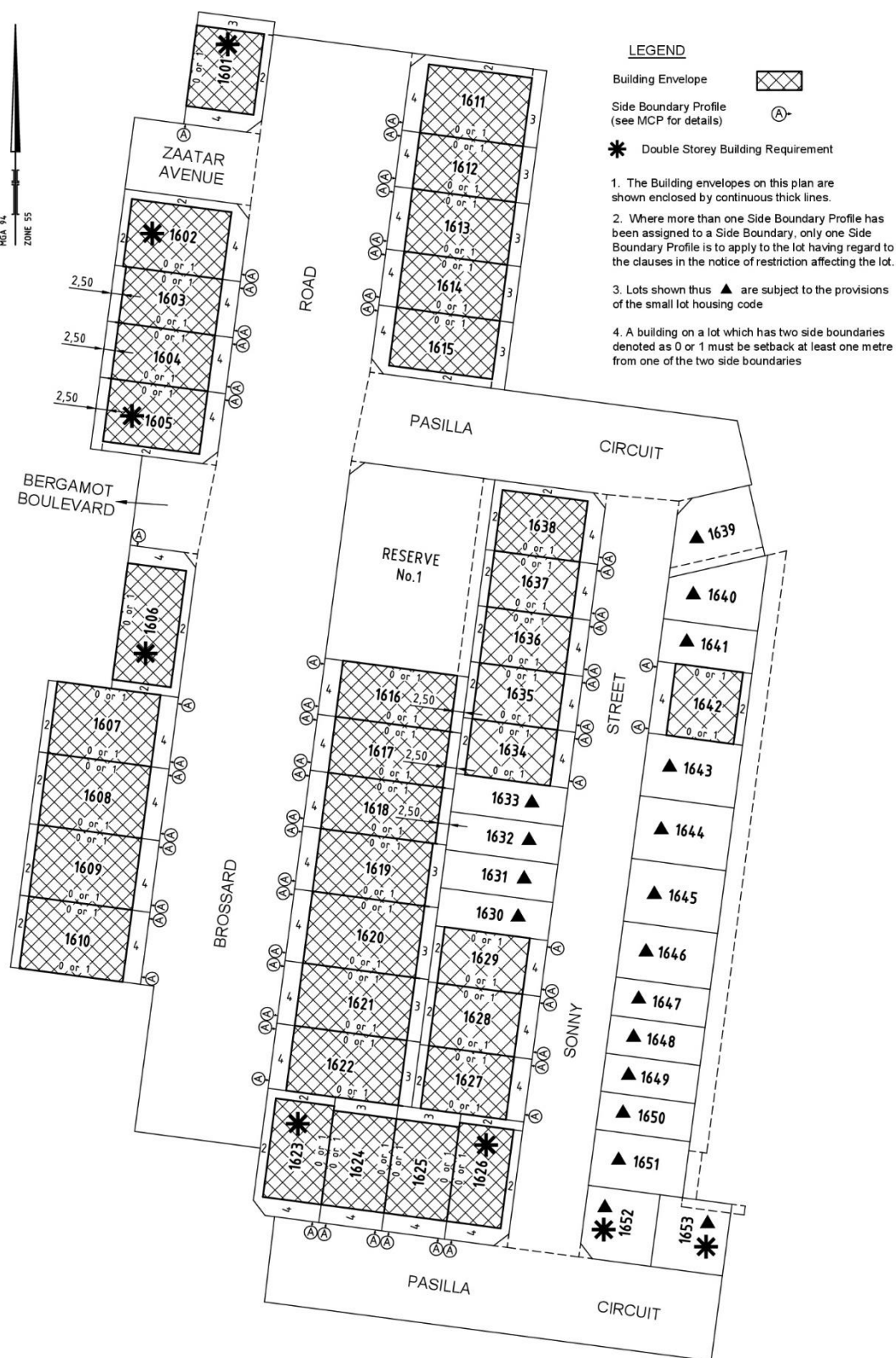
S2



# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### 6.2 Plan of Subdivision showing building envelope height and setback profile identifier code





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## **Annexure D**

### **Design Guidelines**



The information, represented in this brochure has been provided to Satterley Property Group Pty Ltd CAN 009 054 979 and its associated entities (us, we, our). The representation of the development are artist's impressions only. We have made reasonable efforts to ensure the accuracy of all the detail within this brochure is correct, however, it should be used as a general guide only. No warranty can be given by us regarding accuracy, adequacy, or completeness of any information presented. In particular the images, dimensions, sizes and areas, facilities, amenities, infrastructure, number of land lots, the configuration of these other information displayed in the brochure may change depending on a range of variable factors including but not limited to council building approvals and planning consent, market conditions, finance and government and municipal requirements. As a result, the information is preliminary only and subject to change without notice as the development progresses. This brochure does not constitute part of an offer or contract. Furniture and home decoration items are for illustrative purposes only and not included in the purchase price. We recommend that you undertake your own enquiries and confirm the current information at the time you enter any purchase contract. Printed December 2020



# EVERGREEN

AT BOTANICAL



## DESIGN GUIDELINES





Image supplied by Boutique Homes



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# INTRODUCTION

At Satterley Property Group, we're committed to creating beautiful communities. As part of this commitment, it is essential to ensure that the quality of the homes in Botanical reflect the quality of the estate. The masterplan and design principles for the estate encourage a diversity of housing options to suit the lifestyle expectations of future residents. The masterplan will promote healthy lifestyle, convenience and safety. The road networks and street orientation have been designed to maximise outlook and offer good connectivity to open spaces and existing and new neighbourhood facilities.

These guidelines provide you with an opportunity to enhance the architectural appeal of your home. They also certify that your neighbours will adhere to the same standards, thereby ensuring the enhancement of the estate overall. All of our residents will benefit from living in a beautiful estate.

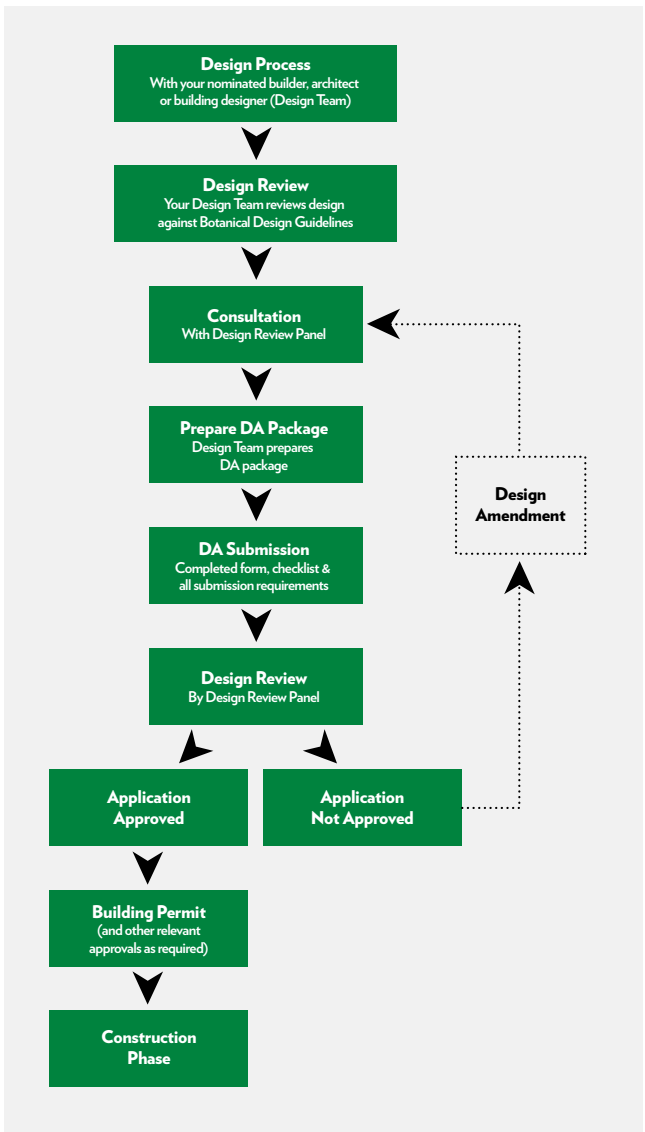
## 1.0 DESIGN AND BUILDING APPROVAL PROCESS

All house and landscape design proposals must be submitted to the Design Review Panel (the Panel) for review prior to construction. The role of the Panel, representative of Satterley Property Group, is to provide guidance and interpretation of these guidelines and assist applicants with the design approval process.

Design approval from the Panel does not exempt any building from statutory regulations, and it is the owner's responsibility to ensure compliance with all relevant regulations. It is the purchaser's responsibility to provide a copy of these design guidelines to their selected architect, building designer, builder and building surveyor.

Design approval does not replace the need for a building permit from the Hume City Council or a building surveyor. For all lots under 300m<sup>2</sup> in size, the 'Small Lot Housing Code' may also apply and a planning permit may also be required. Please contact the Hume City Council for further information. Information about what is required by the Council before it can issue a building permit for your new home can be found at [www.hume.vic.gov.au](http://www.hume.vic.gov.au).

The design and building approval process is illustrated to the right.





## 2.0 SUBMITTING YOUR DESIGN APPROVAL APPLICATION

Please provide three copies of the following information to the design review panel for approval:

- Design response
  - Explains how the design meets the principles within the design guidelines
- Site plan (scale 1:200)
- All drawings to be fully dimensioned showing all proposed setbacks and building structures
- Allotment boundaries and any easement(s) on title (if applicable)
- Proposed building footprint
- Lot number
- Contours (at 0.5 metres intervals or less) or spot levels
- Location of private open space(s), with dimensions and areas
- Locate on-site car parking, driveways, external structures and pools/spas
- All floor plans, roof plans and elevations (scale 1:100)
  - Dimensioned internal layout and include all pergolas, decks, terraces, balconies, verandas, windows, doors and other openings
  - Location of all ancillary items, with proposed floor levels (to Australian Height Datum). This includes, and is not limited to, retaining walls, watertanks, solar panels, water storage units, television antennas, air-conditioning units, evaporative cooling/heating units, bin storage area, sheds and any outbuildings
- Materials and colours board
  - Provide indication of all proposed external materials and colour selection on a scanned PDF copy of a 'materials sample board'
- Landscape plan (scale 1:100)
- Indicate extent of all hardscape and softscape
- Provide planting schedule that lists all proposed species referenced on landscape plan

Satterley Property Group will endeavour to provide a response within 10 business days of receiving a complete set of drawings as set out above.

**All of the above must be submitted in PDF format, with the maximum size limit per email being 12MB. Plans must be submitted by email to the following address:**

**Urbtech Management**

**Mike Purcell**

**mike@urbtech.com.au**

**0413 137 465**

**The subject line of the email should read 'Botanical' followed by your lot number.**



## 3.0 DESIGN GUIDELINES FOR BOTANICAL

These design guidelines provide qualitative measures that are to be incorporated into new buildings within the Botanical estate.

Please also refer to the Memorandum of Common Provisions (MCPs) in your title documentation to determine what quantitative standards must also be met by new buildings constructed on your allotment.

In the case of many of the following design guidelines, there are also associated MCPs that must be met.

### 3.1 SITING YOUR HOME USING THE BUILDING ENVELOPE PLAN

Please refer to the building envelope plan located in the Memorandum of Common Provisions (MCPs) in your title documentation to determine the boundary setback and siting requirements of your allotment.

The building envelope plan and MCPs take into account objectives of:

- Building setbacks (street, side and rear boundaries)
- Building heights
- Site coverage
- Boundary walls
- Garaging
- Solar access
- Overshadowing
- Overlooking
- Private open space
- Fencing
- Driveways
- Other design detail requirements

Compliance with the building envelope plan, and all MCPs, is mandatory.

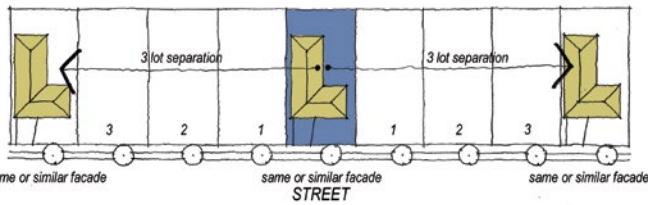
The dwelling must be completed within 12 months of construction commencing.

### 3.2 IDENTICAL FACADE ASSESSMENT

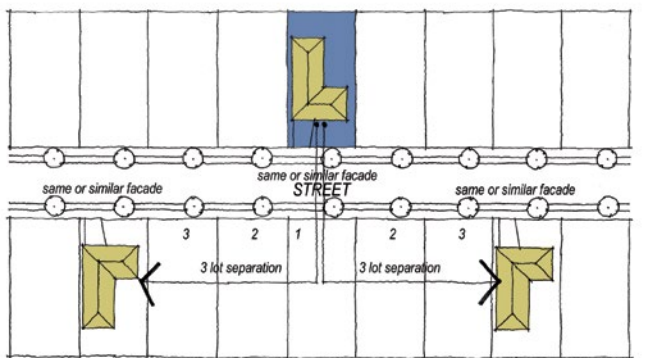
Dwellings with the same facade must be separated by at least three other different dwelling facades. This includes lots either side, opposite and encompassing other street frontages.

Only once a full set of plans has been approved will the restriction commence on the neighbouring three house lots.

BUILT FORM VARIETY ALONG THE SAME SIDE OF STREET



BUILT FORM VARIETY TO OPPOSITE SIDE OF STREET





3.3 ROOF DESIGN

Principles

- Roof forms should be contemporary in style, simple and sympathetic to the overall built form design.
- Guidelines
- Keep roof design contemporary and simple. Both symmetrical and asymmetrical roof forms are acceptable.
  - Hip, gable, flat roofs and a combination of the above used proportionally is encouraged. Curved, butterfly or skillion roofs will be considered with the overall design proposal.
  - Flat parapet roofs need to be considered in the overall visual appeal to the streetscape and need to relate cohesively with the house design.
  - Pitched roofs must be between 22.5° – 40°.
  - Skillion roofs must be within 8° – 20°.
  - Treatments to gable ends must not have ornate decorations or period detail. Light weight cladding such as timber batten or panel, flat profile metal sheeting or fiber cement boards are encouraged.
  - Orange terra-cotta roof tiles are not permissible.
  - Roofs must have eaves of a minimum depth of 450mm to the front facades. No provision of eaves where parapet walls are proposed will be assessed on its architectural merit.

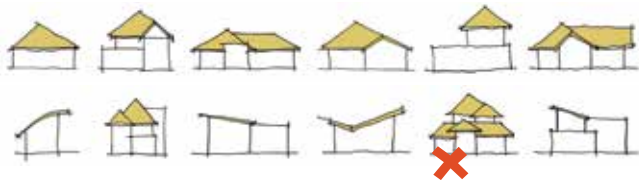


Image 3.3.1: Various Roof Forms

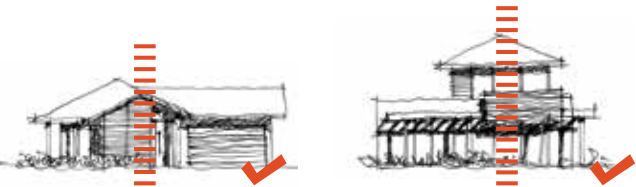


Image 3.3.2: Combination of Symmetrical and Assymetrial Simple Roofs



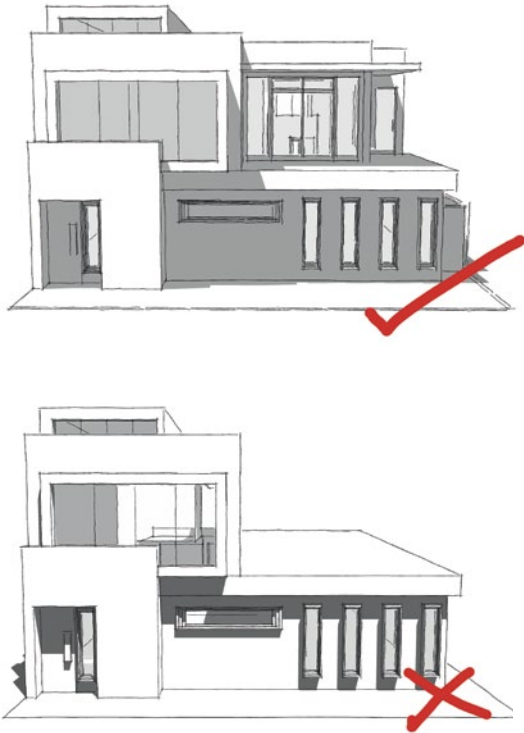
Image 3.3.3: Avoid Period Details in Roof Form



Image 3.3.4: Examples of Preferred Roofing Material and Colours

3.4 BUILDING MASS

To improve the streetscape and enhance the character of the street, two storey homes are encouraged. The first floor of the dwelling should match the scale of the ground floor. This also applies to secondary elevations on corner allotments.



Dwellings are generally to have a maximum overall height of 9.0m and be no higher than two storeys, however refer to Building Regulations and the Hume Planning Scheme for requirements relating to maximum height.

Inactive blank walls visible from the street or public open spaces will not be permitted. All visible walls must contain a significant amount of articulation and fenestration.

3.5 BUILDING ON THE BOUNDARY

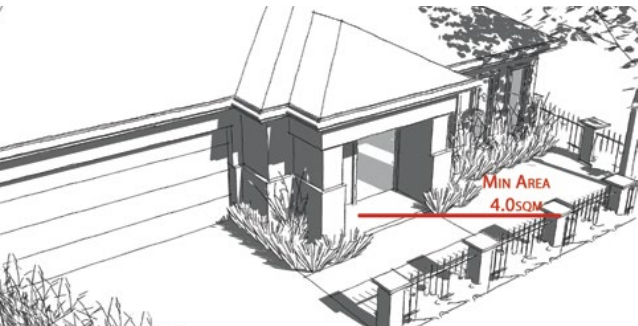
Some allotments permit a dwelling to be built abutting a boundary. In this instance, parapet walls or box gutters will not be permitted.



3.6 BALCONIES, VERANDAS AND PORTICOS

Balconies, verandas and porticos add interest, architectural appeal and serve to activate the street. All homes are required to have at least one balcony, veranda or portico facing the street. Refer to building envelope plan and MCPs for encroachment limitations.

Balconies, verandas and porticos must have a minimum area of 4.0sqm with a minimum depth of 1.5, unless otherwise permitted in the Small Lot Housing Code.

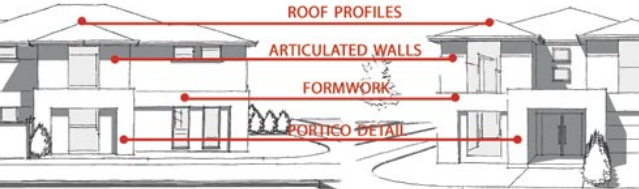




### 3.7 CORNER LOTS AND LOTS ADJOINING PUBLIC OPEN SPACES

On corner and lots adjoining public reserves, all walls visible from the public areas must be detailed in the same manner as the front elevation. This includes as a minimum: an opening or window of at least 1.5m² in area and at least one of the following elements of the front elevation:

- Balcony, veranda or portico
- Wall element with materials and or colours matching features of front facade
- Articulated wall



### 3.8 MATERIALS

To create variation and interest in the facade, a variety of at least two colours and/or materials are required for the face of any wall visible from the street.



Acceptable dwelling materials (or similar) include:

- |                     |                        |
|---------------------|------------------------|
| ■ Brickwork         | ■ Lightweight cladding |
| ■ Weatherboards     | ■ Painted Alucobond    |
| ■ Hardiplank        | ■ Concrete roof tiles  |
| ■ Exposed timber    | ■ Slate tiles          |
| ■ Mini orb sheeting | ■ Colorbond roofing    |
| ■ Render            |                        |

Plumbing visible from the street must be concealed.

The following materials and finishes are not permitted:

- |                              |                                  |
|------------------------------|----------------------------------|
| ■ Plain cement sheeting      | ■ Zinc or aluminium coated steel |
| ■ Plain concrete blocks      | ■ ‘Bagging’                      |
| ■ Corrugated cement sheeting |                                  |

Industrial treatments will be considered on architectural merit.

Lightweight materials are not permitted above openings where visible from a public area (except when integral to the architectural character), including above garage doors. Colours should be warm earthen or pastel tones. Strong bright colours should be minimised.

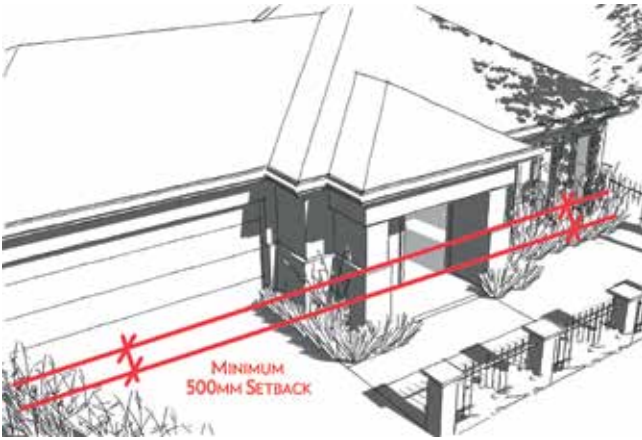
Materials above garage door openings must be brickwork, masonry or render finish to match the primary facade.





3.9 GARAGING

To reduce the impact of the garage on the streetscape, garages must be located a minimum of 500mm behind the main building line of the dwelling. A balcony, veranda or portico does not qualify as an adjacent wall.

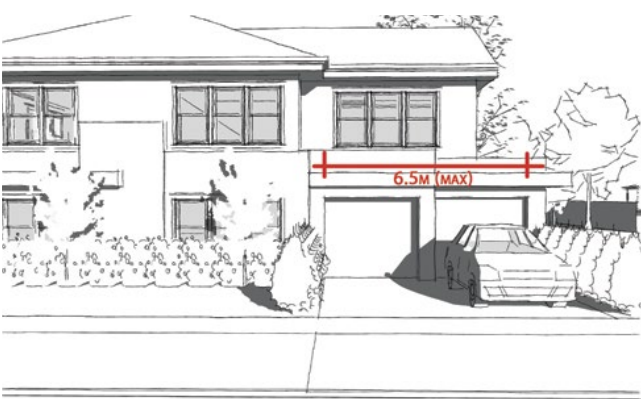


Garages must be incorporated into the main roofline of the dwelling to reduce the visual impact the garage has on the facade.



On corner allotments, garages must be located away from the road intersection to ensure the garage is not the dominant streetscape feature.

On lots with side boundaries onto reserves, garages must be located on the opposite side of the reserve.



One garage is permitted per allotment, with a maximum opening(s) of 6.5m. It is encouraged that garages do not occupy greater than 50% of the dwelling frontage.

Garages are required to be set back a minimum of 5.0m from the front boundary except where garages are located on the long boundary of corner allotments where reduced setbacks may be appropriate in certain circumstances. The Small Lot Housing Code allows a garage setback of 5m from the street front, check if this applies to your lot.



Garage roller doors are prohibited.

Commercial/recreational vehicles, boats, caravans, trucks and other mobile machinery may not be stored where they are visible from the street, and must be contained within the rear yard.

3.10 DRIVEWAYS

The driveway must be completed prior to occupancy of the dwelling. Plain asphalt or concrete driveways are not permitted. Acceptable driveway materials (or similar) include:

- Coloured Concrete. Colour must compliment the overall colour scheme of the design (no plain concrete)
- Textured finishes
- Paving
- Exposed aggregate

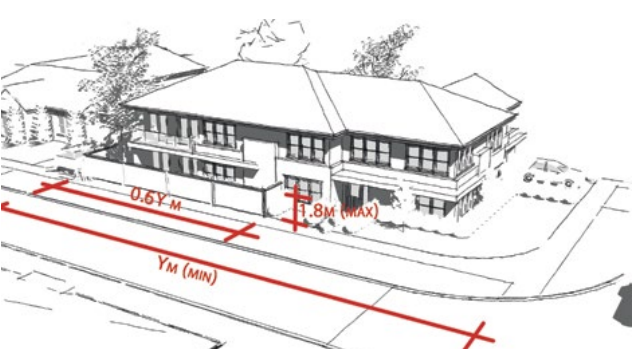


- Only one driveway per lot is allowed.
- A planting bed must be located between the boundary and the driveway, which must be a minimum width of 400mm.
- Driveway width must be a maximum 5.4m for a double garage and 3.5m for a single garage.
- Driveway must be 3m wide at boundary.

3.11 FENCING

Side and rear fencing must be timber pale fencing to a maximum of 1.8m high.

Side boundary fencing abutting a street or public open space must be timber pale fencing with exposed posts, capping, a maximum of 1.8m high and limited to 60% of the length of that frontage.



Timber paling fence with exposed posts

For front-loaded lots, fencing forward of the dwelling is not permitted unless a front fence of no more than 1.2m high is installed. Front fences must be at least 60% permeable and match the architectural style and materials of your home.



Permeable front fence



Fencing between dwellings must be sympathetic to the architectural style of your home. Plain timber palings will not be permitted in this application.



Decorative fencing includes:

- Mini orb (not plain Colorbond)
- Post and rail (not pool fencing)
- Natural timber lapped
- Capped steel
- Paling fence with exposed timber posts on both sides and capping
- Glass
- Other materials at the discretion of Satterley Property Group
- Brick
- Rendered block work

3.12 RETAINING WALLS

- Retaining wall materials must fit with the neighbourhood character and fit with the architectural theme of the house design.
- Concrete and timber sleeper retaining walls are not permitted if visible from the front or side boundaries.
- No single retaining wall may be greater than 1.2 metres in height.
- Retaining walls greater than 1.2 metres in height must be stepped with a minimum 600mm wide garden bed separating each wall.

3.13 SERVICES AND NON-PERMANENT STRUCTURES

Non-permanent structures such as (but not limited to) sheds, antennae, satellite dishes, ground mounted air-conditioning units, water heaters and rainwater tanks must not be visible from the public spaces and must not overshadow adjacent properties.

External roof mounted equipment such as evaporative cooling units must not be visible from the primary street frontage and must not protrude above the roof ridge line.

Services such as meters must be located to minimise visual impact on public areas and/or be screened.

External plumbing, particularly from upper storeys, must not be visible from the street. It must be concealed within the wall cavity or appropriately screened to match the architectural style of the house.

Any outbuilding structure with a flat roof and with walls and a roof exceeding 20 square metres will not be permitted unless:

- The structure is made of the same materials as the residence;
- The roof is shielded from front view by parapet walling; and
- The structure otherwise matches or complements the residence in respect of materials used, the design and external appearance, including colour and the quality of construction.

Letterboxes must complement the dwelling in terms of materials, colour and style.

3.14 FIBRE TO YOUR HOME

Fibre will be available to all homes at Botanical. There are specific guidelines for the preparation of homes in fibre estates to ensure that when residents move in to their homes they are able to access telephone broadband services and television services. Builders and homeowners will be responsible for preparing new homes to connect to the Fibre Network.

3.15 LANDSCAPING

Front yard landscaping must be completed within six months of the occupation of the dwelling. A detailed landscape plan must be submitted prior to commencing landscaping of the front yard. Refer to page 6.

A canopy tree is required to be planted within the front setback of any dwelling where the setback is 3.0m or greater.

The use of water sensitive, drought and heat tolerant landscaping is encouraged.

For energy efficient landscape design, refer to Sustainable Energy Authority Victoria’s publication Sustainable Energy Info Facts Sheet at:

<http://www.sustainability.vic.gov.au/services-and-advice/households/energy-efficiency/toolbox/energy-efficiency-fact-sheets>



3.16 LANDSCAPE ELEMENTS

Principles

- Landscape and landscape elements should be integrated to the house design.

Guidelines

- Elements including but not limited to letterboxes, retaining walls, fencing, house numbering and other garden features should be compatible to the house design and be compliant with the Design Guidelines.



## 4.0 SUSTAINABILITY GUIDE

6 Star energy rated housing is mandatory in Victoria. You can further improve your home's energy efficiency by considering passive design techniques.

Passively designed homes can be up to 5°C warmer in winter and up to 10°C cooler in summer than a traditional home. A smart passive dwelling with efficient energy appliances can reduce its yearly energy by up to 60% equating to savings of up to \$1,000 per year on household utility bills.

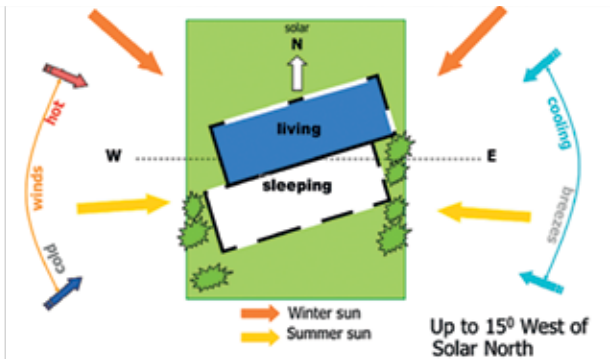
Passive features such as correct building orientation and room layouts, appropriate sizing of windows and natural ventilation provision contribute to energy savings and can be included at minimal cost.

Other aspects such as enhanced insulation, the use of heavyweight building materials, efficient air-conditioning units, hot water systems and efficient appliance selection are additional considerations that add a small amount to the initial cost of a home but will quickly pay for themselves through reduced running costs.

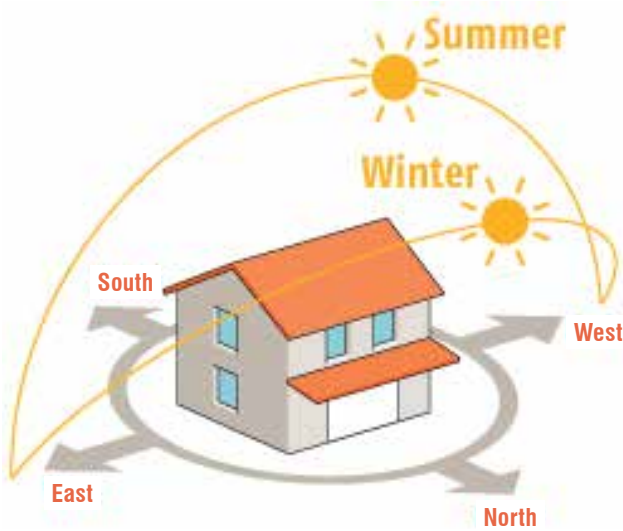
### 4.1 SOLAR ORIENTATION

Maximising the benefit from the sun's rays as well as prevailing wind patterns is simply good sense and results in a home that is more comfortable to live in and cheaper to run.

- Shading of windows takes into account summer and winter variations in the sun's path
- Larger percentage of glazing on the north facade allowing high levels of natural light penetration
- Bedrooms located on the 'cooler' aspect of the home to provide 'sleeping' comfort
- Light coloured roof material reduce heat penetration
- Utility areas such as laundries, bathrooms and garages on the south or west aspects acting as a barrier to heat gain



*Building orientation optimising seasonal influences*



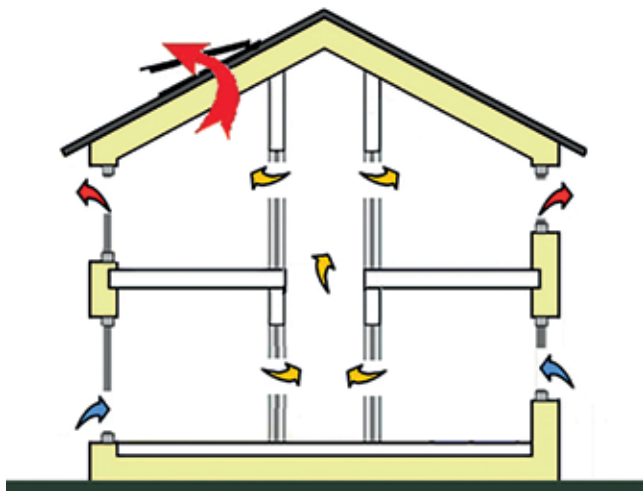
*Sun path shading and glazing performance*

### 4.2 PASSIVE HEATING AND COOLING

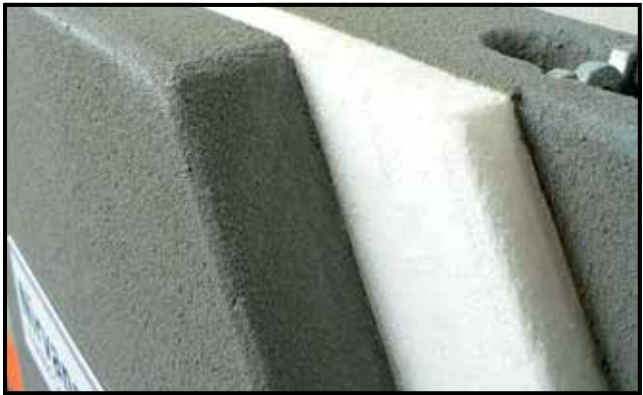
Passive heating and cooling strategies reduce the running costs of your home in achieving good comfort conditions.

- Double-glazing reduces heat loss and overheating while significantly reducing external noise
- Windows above eye-level provide natural daylight and free-cooling ventilation
- Install brick facades or introduce concrete panels to delay the sun's heat entering the dwelling
- Roof ventilators and eave vents provide the ability to cool your home during the cooler night time period
- Shade plantings or overhang projections to the western side of your home helps eliminate

### Stack effect



*Stack effect ventilation through openable glazing*



*Insulated concrete sandwich panel delaying heat by 6 hours*

### 4.3 ENERGY EFFICIENT APPLIANCES – 5 BASIC PRINCIPLES

Energy efficiency delivered through efficient appliance selection and solar panels will result in yearly energy savings and lowers the impact of your home on the environment.

- Energy efficient lighting selections including LED fittings can reduce operational energy costs by up to \$400 per year
- 1 kW worth of solar photovoltaic roof panels reduce the cooling loads on your home and generate electricity from the sun's rays of up to \$250 per year
- Energy efficient dryers, dishwashers, refrigerators and washing machines can save up to \$200 per year
- Efficient air-conditioning units within 1 Star of the best

available on the Australian market can reduce operational energy costs of up to \$150 per year

- Domestic hot water provided by gas and supplemented by solar thermal heating panels can provide savings up to \$50 per year



*Roof-mounted solar heating*



*Energy rating of A/C system*



*Roof integrated photovoltaics replacing roof material*



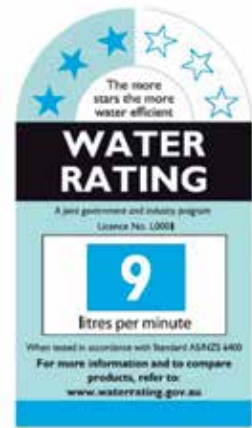
4.4 WATER EFFICIENCY

Savings to potable water can be achieved through these simple initiatives.

- Low-flow shower heads, taps and dual flush toilets significantly reduce potable water consumption
- Drought tolerant plants reduce high dependency on water during the summer months
- Air-cooled refrigeration systems provide temperature control without consuming water



Indigenous Xeriscape planting minimises water dependency



WELS water efficiency rating system

4.5 SUSTAINABLE BUILDING MATERIALS

Sustainable building materials contribute towards better indoor air quality and minimise our impact on the environment.

- Using low cement concrete products minimises your dwelling’s environmental footprint
- Selecting insulation materials with a zero Ozone Depletion Potential rating captures heat while minimising your home’s effect on the atmosphere
- Timbers products recycled or verified via FSC certification minimise the loss of Australia’s forests and woodland habitats



Reduced cement and thermal mass



Recyclable and low VOC carpet and fabric



FSC timber from sustainable sources

5.0 GENERAL INFORMATION

To successfully gain your design approval from Satterley Property Group, your home plans must comply with the design guidelines detailed in this document. These guidelines are a legally binding part of your contract and you are required to adhere to them. From time to time designs may not comply with these guidelines, in part or in whole. While we make every effort to retain consistency, Satterley Property Group reserves the right to approve or refuse any design based on architectural merit, to allow innovative and contemporary designs to be considered, but with the overall interests of the entire community being the priority consideration.

In particular circumstances there may be special requirements in addition to this document. Where conflict occurs between this document and special requirements, the special requirements take precedence.

These design guidelines will discontinue five years from the date of settlement and will revert to any Government requirements at that time.

These guidelines are in addition to, not in lieu of, any other Government requirements. To learn more about these, please refer to Part IV of the Building Regulations and Clause 54 of the Hume Planning Scheme.



---

## Annexure E

### Nomination Deed

Relating to a Contract between:

Vendor:

Purchaser:

and/or Nominee

Property:

Nominee:

Guarantor:

1. Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property [in substitution for/addition to] the Purchaser.
2. This deed operates as a deed poll by the Purchaser and the Nominee in favour of the Vendor and may be relied on and enforced by the Vendor in accordance with its terms even though the Vendor is not a party to it.
3. The Purchaser and the Nominee acknowledge that, from the date of this deed, they will be jointly and severally liable for:
  - 3.1 the due performance of the Purchaser's obligations under the Contract; and
  - 3.2 payment of any expenses resulting from the nomination under this deed (including any duty).
4. The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.
5. The Purchaser and the Nominee warrant to the Vendor that the Nominee [is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property] [has prior to the date of this deed obtained FIRB approval pursuant to the *Foreign Acquisitions and Takeovers Act 1975* (Cth) for the acquisition of the Property, a copy of which is attached to this deed]
6. The Purchaser and the Nominee agree that if the warranty in clause 5 of this deed is breached, the Purchaser and the Nominee must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.
7. The Nominee indemnifies the Vendor from and against all loss and damage the Vendor may suffer or incur if the:
  - 7.1 Purchaser fails to comply with any of its obligations under the Contract; and/or
  - 7.2 Nominee fails to comply with any of its obligations under this deed.



- Executed and delivered as a deed poll on the                      day of                      20

**Executed by** **ACN**  
in accordance with s 127(1) of the  
*Corporations Act 2001*:

Signature of Director/Company Secretary

Print full name

**Executed by** **ACN**  
in accordance with s 127(1) of the  
*Corporations Act 2001*:

Signature of Sole Director and Sole  
Company Secretary

Print full name

**Signed sealed and delivered by** \_\_\_\_\_ )  
**in the presence of:** \_\_\_\_\_ )  
 \_\_\_\_\_ )

Witness

**Signed sealed and delivered by**  
in the presence of:

Witness



**Nominee(s)**

**Executed by** **ACN** )  
in accordance with s 127(1) of the )  
*Corporations Act 2001:*

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

**Executed by** **ACN** )  
in accordance with s 127(1) of the )  
*Corporations Act 2001:*

..... Signature of Sole Director and Sole  
Company Secretary

..... Print full name

**Signed sealed and delivered by** \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

.....  
Witness

**Signed sealed and delivered by** \_\_\_\_\_ )  
**in the presence of:** \_\_\_\_\_ )  
 \_\_\_\_\_ )

Witness

**Guarantor(s)**

**Signed sealed and delivered by** \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

Witness



Maddocks

Signed sealed and delivered by )  
in the presence of: )  
)

.....  
Witness

## Annexure F

### GST Withholding

#### 1. GST Withholding Payments and Notifications

- 1.1 In this GST Withholding Annexure, terms have the following meanings:
- 1.1.1 **GST Withholding Amount** means the amount, specified in the Seller Notice, that the Buyer is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the Taxation Administration Act;
- 1.1.2 **GST Withholding Law** means Division 16 and Subdivision 14-E of the Taxation Administration Act;
- 1.1.3 **Seller Notice** means the notice that the Seller is taken to have given to the Buyer under GST Withholding Annexure clause 1.3 as required under section 14-255(1) of Schedule 1 of the Taxation Administration Act.
- 1.2 If the Contract Date is before 1 July 2018 and Settlement takes place before 1 July 2020, the parties agree that GST Withholding Annexure clauses 1.3 to 1.10 will not apply.
- 1.3 This GST Withholding Annexure clause 1.3 is taken to be a notice from the Seller to the Buyer for the purposes of 14-255(1) of Schedule 1 of the Taxation Administration Act. The Seller hereby notifies the Buyer that the Buyer is required to pay the GST Withholding Amount to the Commissioner in relation to the sale of the Property and the Seller's details and details of the GST Withholding Amount are set out below:

Name of Seller (or GST group member responsible)	Satterley Mickleham Pty Ltd
Seller ABN	58 612 101 550
Purchase Price (GST inclusive)	\$
GST Withholding Amount	\$, being 7% of the Purchase Price
Payment Date:	Settlement Date as per the particulars of sale
Email	BotanicalGSTW@satterley.com.au
Is there any non-monetary consideration ?	No



- 1.4 The Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the GST Withholding Amount at Settlement and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.
- 1.5 The Buyer must provide a bank cheque to the Seller at Settlement that is payable to the Commissioner for the GST Withholding Amount in satisfaction of the Buyer's obligation under GST Withholding Annexure clause 1.4. The Buyer authorises the Seller to submit the bank cheque to the Commissioner and for the avoidance of doubt, the Seller undertakes that it will submit the bank cheque to the Commissioner.
- 1.6 The Buyer must comply with the Buyer's obligations under the GST Withholding Law including without limitation to lodge a notice with the Commissioner in the form approved under the GST Withholding Law:
  - 1.6.1 as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount; and
  - 1.6.2 on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.
- 1.7 The Buyer must, at least 2 Business Days before Settlement, provide the Seller with copies of the notices referred to in GST Withholding Annexure clause 1.6 and the Commissioner's payment reference number and the lodgement reference number and the Seller is not required to effect Settlement until the Buyer has provided the Seller with this information. The Buyer will be deemed to default in payment of the balance of the Purchase Price from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this GST Withholding Annexure clause 1.7, the Seller effects settlement after the date settlement is due under this Contract.
- 1.8 The Buyer's obligation in GST Withholding Annexure clause 1.4 will be discharged if the Buyer pays the GST Withholding Amount to the Commissioner via an Electronic Lodgement Network as part of an Electronic Settlement if the Electronic Lodgement Network allows the payment of GST to the Commissioner.
- 1.9 If the Buyer is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Buyer must give written notice to the Seller stating this as soon as practicable but, in any event, no later than 10 Business Days before the Settlement Date and the parties agree that, if the Property is "potential residential land" (within the meaning of the GST Act), GST Withholding Annexure clauses 1.3 to 1.10 will not apply.
- 1.10 This GST Withholding Annexure does not merge on Settlement.

I/WE CONFIRM THE DETAILS ON THIS PAGE ARE  
CORRECT



## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

## Vendor's Statement

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

Land
Lot , Stage 16, Botanical, Mickleham

Vendor's name	Satterley Mickleham Pty Ltd ACN 612 101 550	Date	10/6/2021
Vendor's signature	<p>DocuSigned by:</p> <p><i>Jack Hoffmann</i></p> <p>97CB915B25BF41B...</p> <p>.....</p> <p>As attorney for Satterley Mickleham Pty Ltd ACN 612 101 550 under power of attorney dated 22 May 2017.</p>		

I confirm I have read the full vendors statement attached	print name of person signing	signature	date

**Interstate offices**  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - www.advoc.com

**Maddocks****1. Financial matters****1.1 Outgoings**

Details concerning any rates, taxes, charges or other similar outgoings affecting the land (including any owners corporation charges) and any interest payable on any part of them are attached. The Vendor estimates that the total amount of rates, taxes, charges or other similar outgoings and interest does not exceed approximately \$5,000 per annum.

The Purchaser will be responsible for any GST on the sale (as set out in the contract of sale for the Property) and for council and water rates, water consumption, land tax and any other similar charges as and from settlement.

Amounts (including any proposed owners corporation levy) for which the purchaser may become liable in consequence of the sale are as follows:

- 1.1.1 the Purchaser's proportion of outgoings at settlement and land tax will be calculated in accordance with special conditions 28 and 29 of the contract;
- 1.1.2 Community Infrastructure Levy of approximately \$1,150.00 which is payable on the Property; and
- 1.1.3 upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes which will result in a separate rate being assessed after settlement of the Property.

**1.2 Charge**

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation:

Nil

**2. Land use****2.1 Easements, covenants or other similar restrictions**

Details of any registered or unregistered easement, covenant or other similar restriction affecting the land, are as follows:

- 2.1.1 set out in the attached copies of title documents;
- 2.1.2 the sewer (if any) shown on the attached copy of the Yarra Valley Water Information Statement;
- 2.1.3 Design Guidelines, a copy of which is attached to the Contract;
- 2.1.4 any 173 agreement, including but not limited to a section 173 agreement required under condition 11 of the Planning Permit;
- 2.1.5 the Memorandum of Common Provisions, a copy of which is attached to the Contract; and
- 2.1.6 any easements, covenants and restrictions created by PS846579T.

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



Maddocks

**2.2 Designated bushfire-prone area**

As per the attached report, the land is in a designated bushfire prone area.

**2.3 Planning**

Details of any planning instruments affecting the land, are contained in the attached certificate.

**3. Notices****3.1 Notice, order, declaration, report or recommendation**

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

None to the vendor's knowledge except:

**3.1.1 Planning Permit P22453**

The vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendor.

**3.2 Livestock disease or agricultural chemicals**

Particulars of any notices, property, managements 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:

None to the vendor's knowledge.

**3.3 Compulsory acquisition**

The particulars of any notices of intention to acquire, served pursuant to s 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the vendor's knowledge.

**4. Building permits**

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) are contained in the attached certificate or statement.

**5. Growth Areas Infrastructure Contribution****5.1 GAIC recording**

Attached are the following in respect of which there is a GAIC recording (within the meaning of Part 9B of the *Planning & Environment Act 1987*):

**5.1.1 a GAIC certificate in respect of certificate of title relating to the land.**



Maddocks

**6. Non connected services**

The following services are not connected to the land.

- 6.1.1 electricity supply;
- 6.1.2 gas supply;
- 6.1.3 water supply;
- 6.1.4 sewerage; and
- 6.1.5 telephone services.

**7. Evidence of title**

Attached are copies of the following:

- 7.1 the Register Search Statement for certificate of title volume 11252 folio 162; and
- 7.2 registered Plan of Subdivision TP947278H.

**7.3 Unregistered Subdivision**

- 7.4 proposed plan of subdivision PS846579T (Stage 16);
- 7.5 proposed plan of subdivision PS846556G (Stage 15);
- 7.6 proposed plan of subdivision PS846548F (Stage 14);
- 7.7 proposed plan of subdivision PS846544P (stage 13); and
- 7.8 proposed plan of subdivision PS846540X (Stage 12A).



# 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 [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services


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

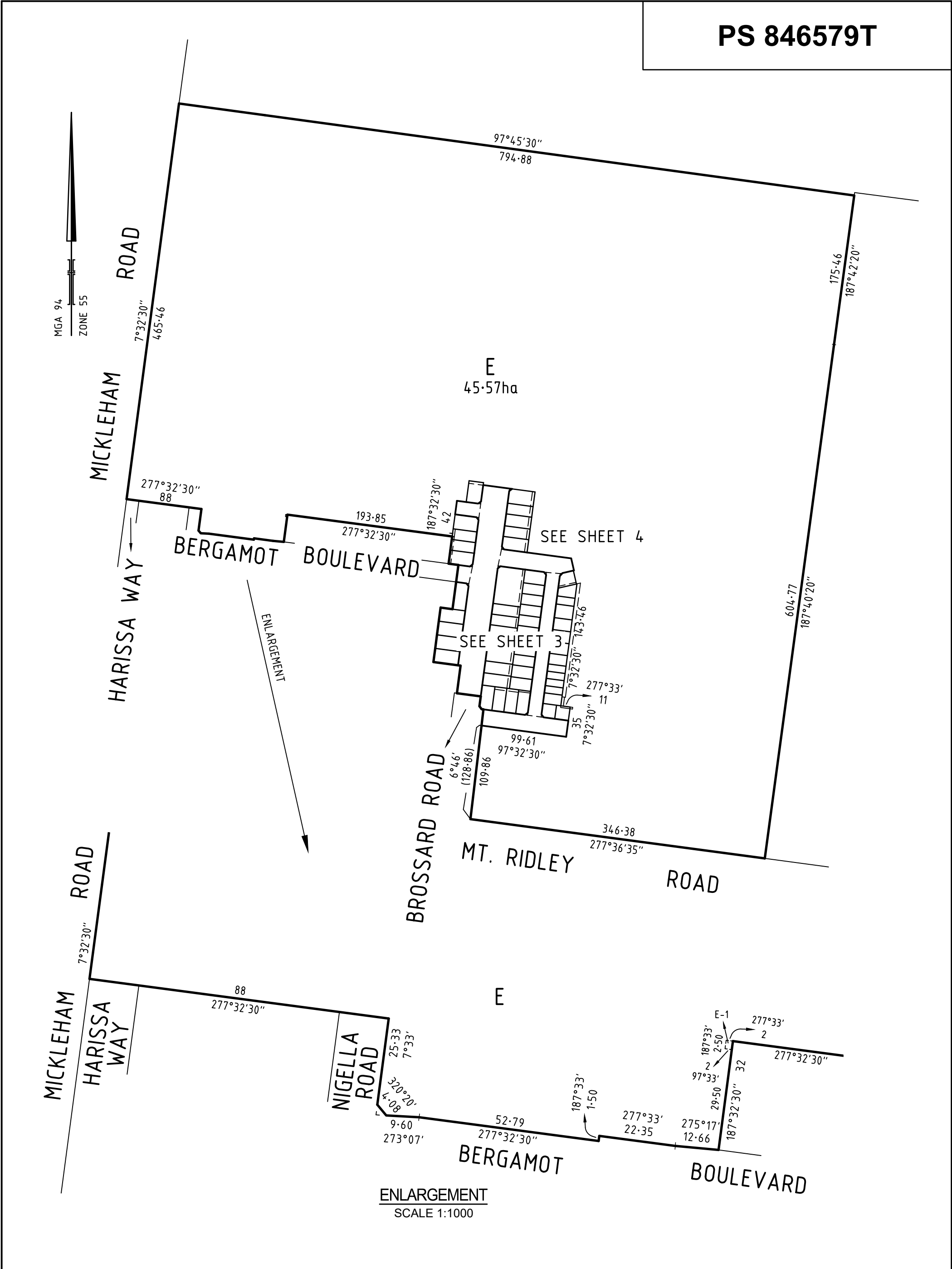
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## Buyers' rights

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

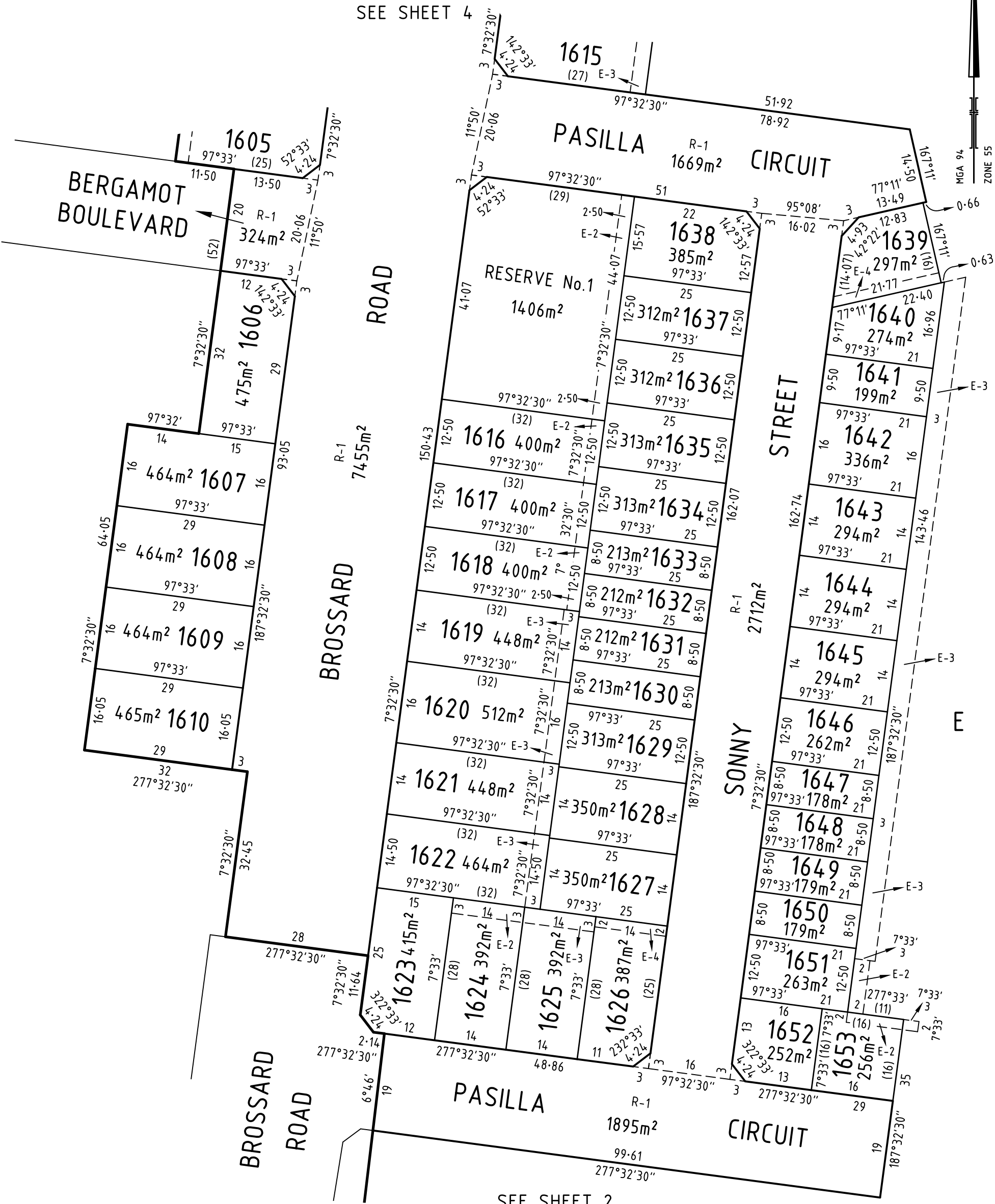
The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire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

PLAN OF SUBDIVISION			EDITION 1		PS 846579T	
LOCATION OF LAND PARISH: MICKLEHAM TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 11A, 13 & 16 (PARTS) TITLE REFERENCE: C/T VOL .... FOL ...  LAST PLAN REFERENCE: LOT D ON PS846556G  POSTAL ADDRESS: 1960 MICKLEHAM ROAD, (at time of subdivision) MICKLEHAM, VIC 3064 MGA94 CO-ORDINATES: E: 312 940 ZONE: 55 (of approx centre of land in plan) N: 5 841 025						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL / BODY / PERSON		Land being subdivided is enclosed within thick continuous lines  This is a SPEAR plan  Lots 1 to 1600 and A to D (all inclusive) have been omitted from this plan.		
ROAD R-1 RESERVE No. 1		HUME CITY COUNCIL HUME CITY COUNCIL				
NOTATIONS						
DEPTH LIMITATION : DOES NOT APPLY						
SURVEY: This plan is based on survey (BP3614L)  STAGING: This is not a staged subdivision Planning Permit No. P22453  This survey has been connected to permanent marks No(s). 4, 5 & 11  In Proclaimed Survey Area No. -						
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	SEWERAGE	SEE DIAG	PS846544P	YARRA VALLEY WATER CORPORATION		
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-3	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL		
E-4	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL		
BOTANICAL ESTATE - STAGE 16 (53 LOTS) AREA OF STAGE - 3.431ha						
<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: 308308SV00-V1		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
			Licensed Surveyor: Stephen Anthony Motta Version: 1			



SURVEYOR'S FILE REF: 308308SV00-V1	SCALE 1: 4000 40 0 40 80 120 160 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
<div><div><div>spiire</div></div><div><div>414 La Trobe Street</div><div>PO Box 16084</div><div>Melbourne Vic 8007</div><div>T 61 3 9993 7888</div><div>spiire.com.au</div></div></div>	Licensed Surveyor: Stephen Anthony Motta Version: 1		

SEE SHEET 4



SEE SHEET 2

SURVEYOR'S FILE REF: 308308SV00-V1

SCALE 1: 750

ORIGINAL SHEET SIZE: A3

SHEET 3

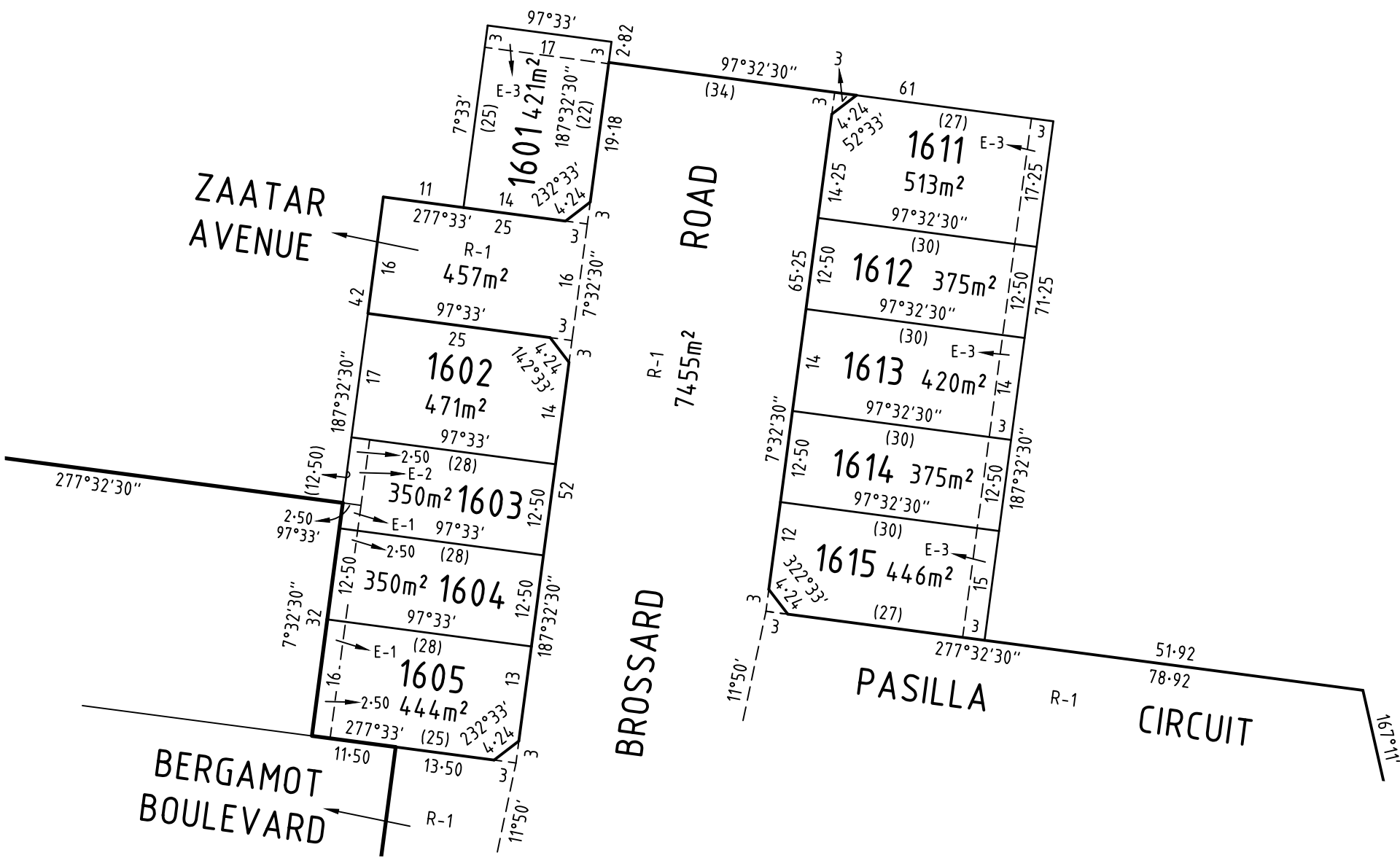


414 La Trobe Street  
PO Box 16084  
Melbourne Vic 8007  
T 61 3 9993 7888  
spiire.com.au

Licensed Surveyor: Stephen Anthony Motta  
Version: 1

SEE SHEET 2

E



SEE SHEET 3

SURVEYOR'S FILE REF: 308308SV00-V1	SCALE 1: 750  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
 414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au	Licensed Surveyor: Stephen Anthony Motta Version: 1		

CREATION OF RESTRICTION A

The following restriction is to be created upon registration of Plan of Subdivision No. PS846579T (Plan of Subdivision) 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 1601 to 1653 (both inclusive) on this plan.  
Land to be Burdened: Lots 1601 to 1653 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

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

Design Guidelines and MCP

- (a) build or allow to be built on the Lot any building other than a building which has been approved by Satterley Property Group or the Botanical Design Review Panel in accordance with the Botanical Design Guidelines.
- (b) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction.

Building Envelopes

- (c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown on the Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction as approved by the Responsible Authority or as amended from time to time to the satisfaction of the Responsible Authority.

Expiry

- (d) the restrictions specified in paragraph (a) 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 paragraphs (b) and (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.

For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS846579T (Plan of Subdivision) 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 1630 to 1633, Lots 1639 to 1641 and 1643 to 1653 (all inclusive) on this plan.  
Land to be Burdened: Lots 1630 to 1633, Lots 1639 to 1641 and 1643 to 1653 (all inclusive) on this plan.

Lots 1630 to 1633, Lots 1639 to 1641 and 1643 to 1653 (all inclusive) are defined as Type A lots under the Small Lot Housing Code.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot subject to the 'Small Lot Housing Code' shall not:

Small Lot Housing Code

- (a) build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Building Code' unless in a accordance with a planning permit granted to construct a dwelling on the lot.

Expiry

- (b) the restriction in paragraphs (a) shall cease to have effect under the issue of the Certificate of Occupancy for the whole of the dwelling on this lot.

For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.



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

Page 1 of 1

VOLUME 11252 FOLIO 162

Security no : 124090045393C  
Produced 20/05/2021 05:25 PM

### LAND DESCRIPTION

Lot 1 on Title Plan 947278H.  
PARENT TITLE Volume 11129 Folio 424  
Created by Application No. 126903B 23/12/2010

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SATTERLEY MICKLEHAM PTY LTD of LEVEL 3 27-31 TROODE STREET WEST PERTH WA  
6005  
AS780822X 05/12/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS780823V 05/12/2019  
COMMONWEALTH BANK OF AUSTRALIA

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

NOTICE Section 201UB Planning and Environment Act 1987  
AS375295E 23/07/2019

### DIAGRAM LOCATION

SEE TP947278H 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: 1960 MICKLEHAM ROAD MICKLEHAM VIC 3064

### ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS  
Effective from 18/12/2019

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP947278H</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>20/05/2021 17:35</b>

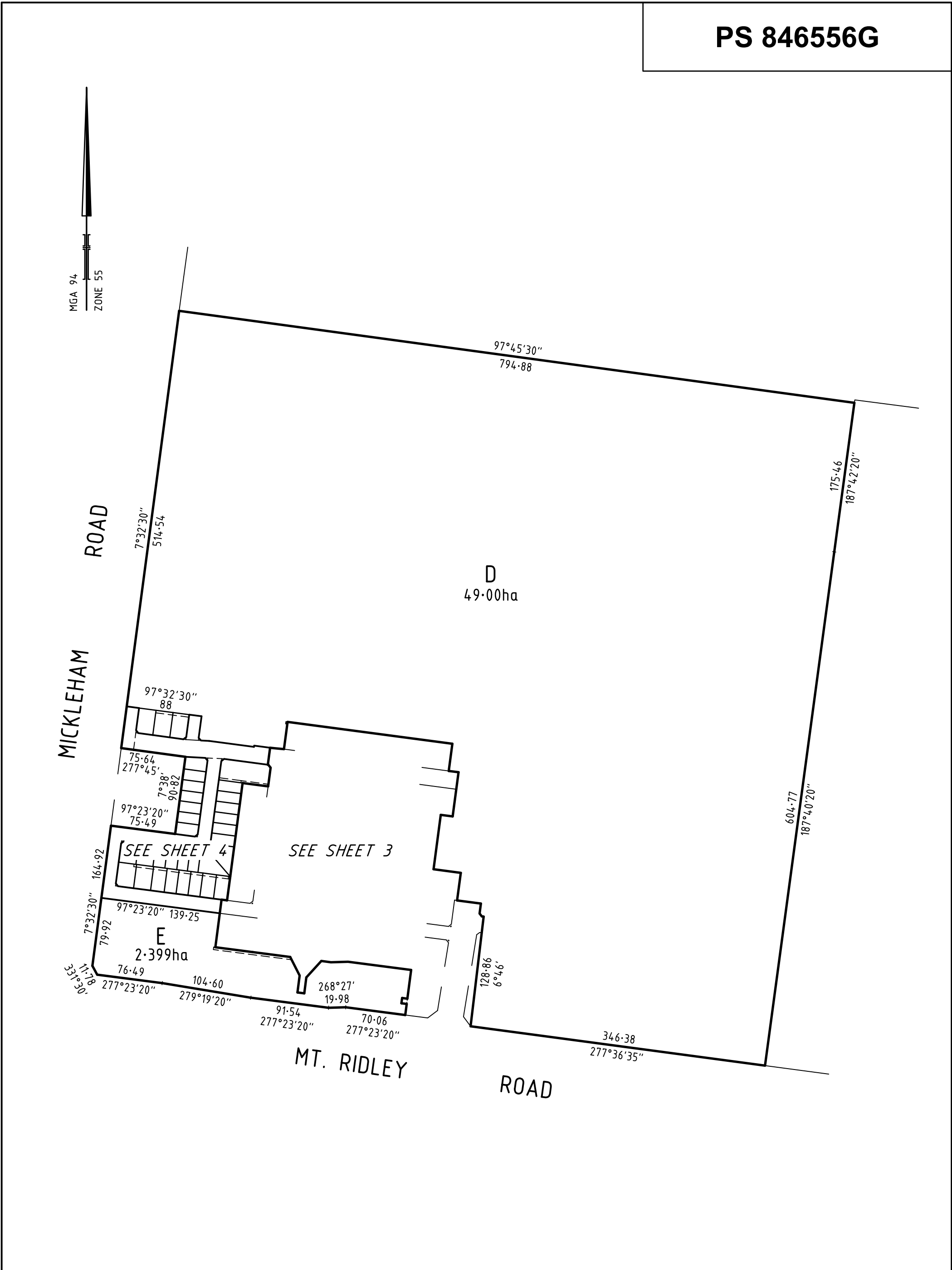
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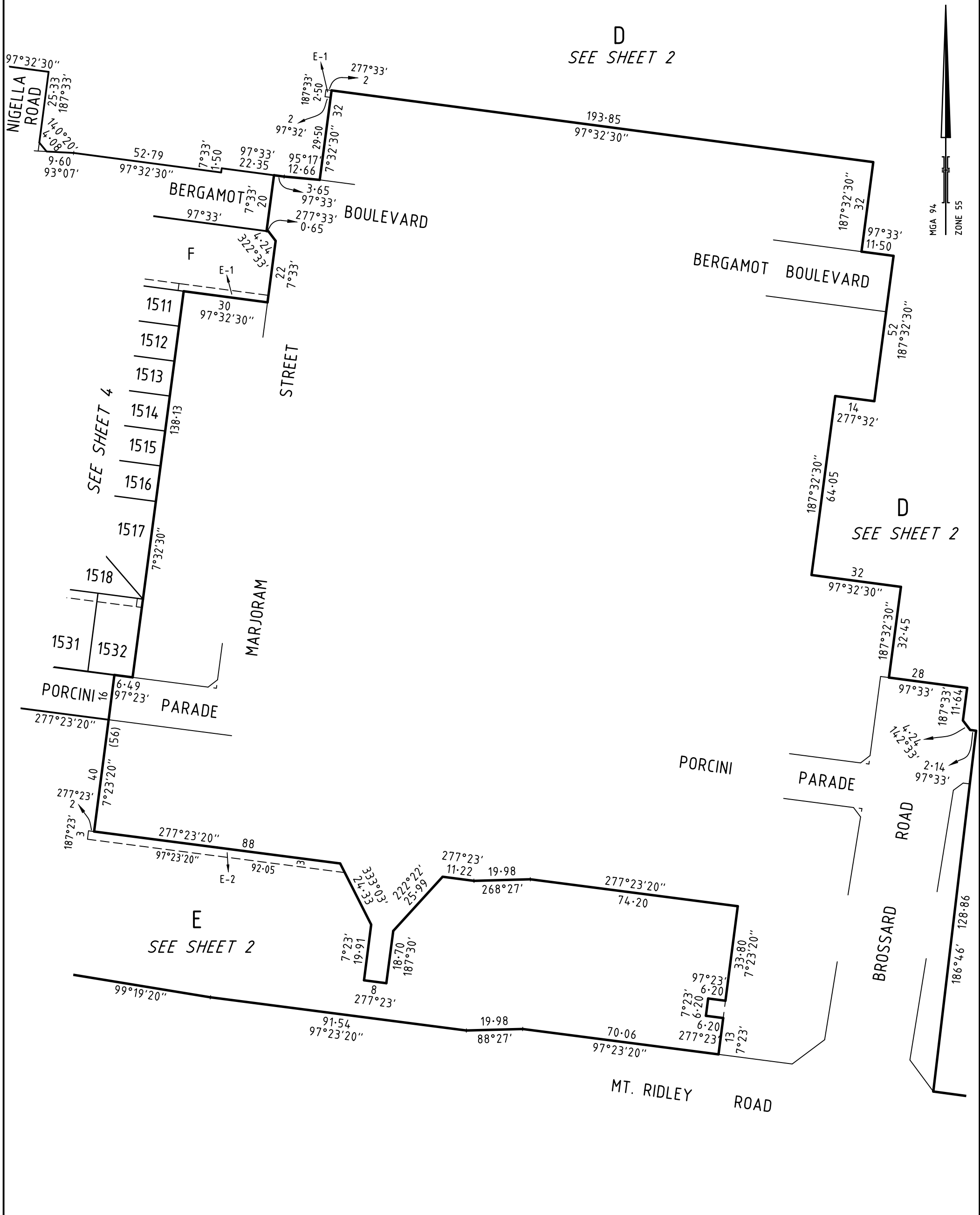
The document is invalid if this cover sheet is removed or altered.

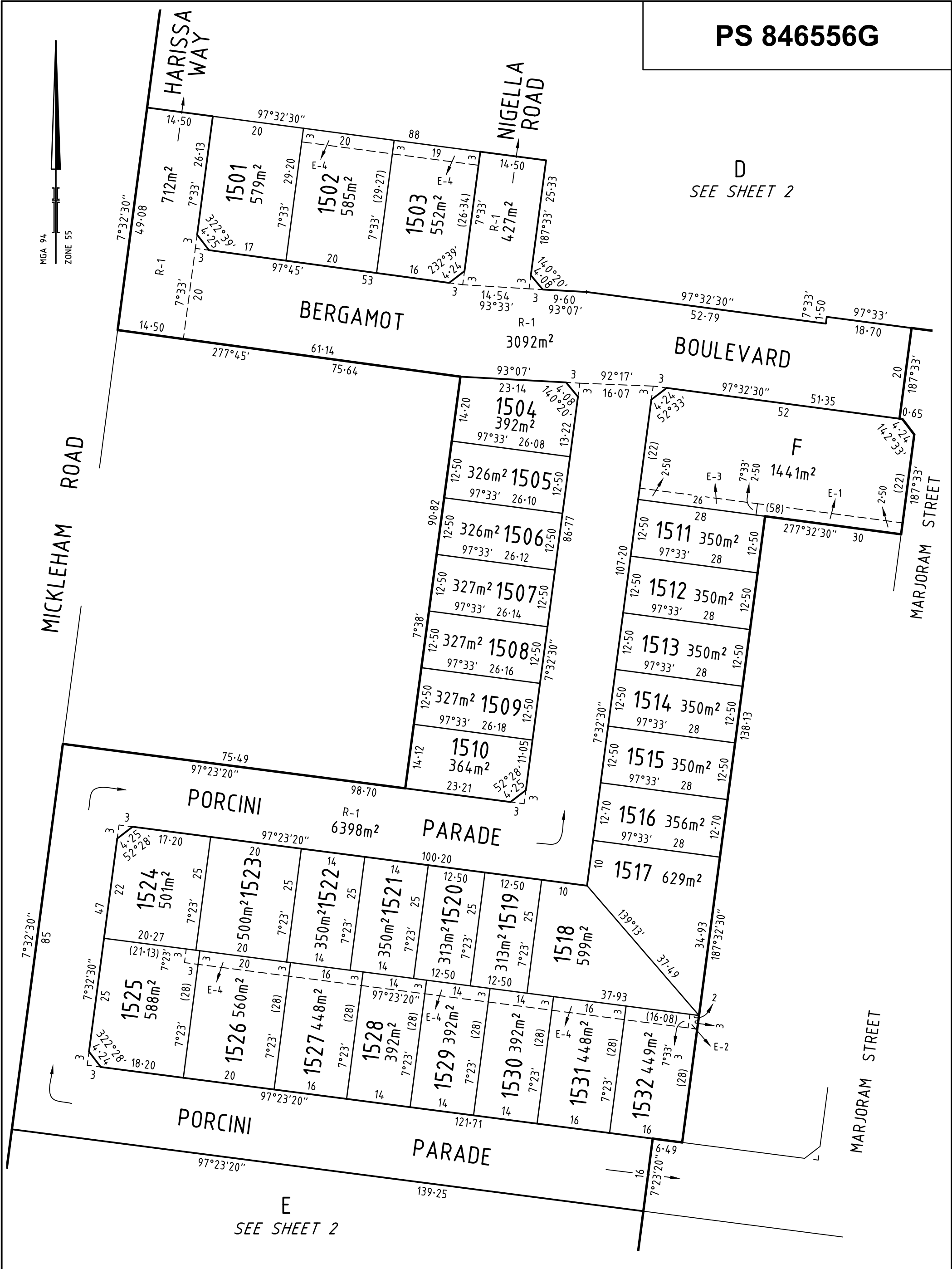
TITLE PLAN				EDITION 1	TP947278H	
<b>LOCATION OF LAND</b> PARISH: MICKLEHAM TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 11A (PT) LAST PLAN REFERENCE: DERIVED FROM: Vol 11129 Fol 424 DEPTH LIMITATION: NIL				<b>NOTATIONS</b>		
<b>EASEMENT INFORMATION</b> E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.					THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES  Checked by: DSG  Date: 17/04/2009  Assistant Registrar of Titles	
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of		
<p style="font-size: 1.5em; font-weight: bold; text-align: center;">LOT 1 62.92 ha</p> <p style="font-weight: bold; transform: rotate(-90deg); position: absolute; left: 100px; top: 600px;">MICKLEHAM ROAD</p> <p style="font-weight: bold; transform: rotate(30deg); position: absolute; left: 350px; top: 850px;">MT RIDLEY ROAD</p>						
LENGTHS ARE IN METRES		SCALE —	DEALING / FILE No: AP126903B		DEALING CODE: 103C	
					SHEET 1 OF 1	

PLAN OF SUBDIVISION			EDITION 1		PS 846556G	
LOCATION OF LAND PARISH: MICKLEHAM TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTIONS: 11A, 13 & 16 (PARTS) TITLE REFERENCE: C/T VOL .... FOL ...  LAST PLAN REFERENCE: LOT C ON PS 846548F  POSTAL ADDRESS: 1960 MICKLEHAM ROAD, (at time of subdivision) MICKLEHAM, VIC. 3064 MGA94 CO-ORDINATES: E: 312 630 ZONE: 55 (of approx centre of land in plan) N: 5840 830						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL / BODY / PERSON		Land being subdivided is enclosed within thick continuous lines.  This is a SPEAR plan.  Lots 1 to 1500 (both inclusive), A to C have been omitted from this plan.		
ROAD R-1		HUME CITY COUNCIL				
NOTATIONS						
DEPTH LIMITATION : DOES NOT APPLY						
SURVEY: This plan is based on survey (BP3614L)  STAGING: This is not a staged subdivision Planning Permit No. P22453  This survey has been connected to permanent marks No(s). 4, 5 & 11  In Proclaimed Survey Area No. -						
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	SEWERAGE	SEE DIAG	PS846548F	YARRA VALLEY WATER CORPORATION		
E-2	SEWERAGE	SEE DIAG	PS846548F	YARRA VALLEY WATER CORPORATION		
E-2	DRAINAGE	SEE DIAG	PS846548F	HUME CITY COUNCIL		
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-4	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-4	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL		
BOTANICAL ESTATE - STAGE 15 (33 LOTS)			AREA OF STAGE - 2.551ha			
 <div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div>		SURVEYORS FILE REF: 308307SV00-V2		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5	
		Licensed Surveyor: Stephen Anthony Motta Version: 2				



SURVEYOR'S FILE REF: 308307SV00-V2	SCALE 1: 4000	<div><div>4000</div><div>04080120160</div><div>LENGTHS ARE IN METRES</div></div>	ORIGINAL SHEET SIZE: A3	SHEET 2
<div><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></div>	Licensed Surveyor: Stephen Anthony Motta Version: 2			





PS 846556G

SURVEYOR'S FILE REF: 308307SV00-V2	SCALE 1: 750	<div><div></div><div>7.50</div><div>0</div><div>7.5</div><div>15</div><div>22.5</div><div>30</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: 2			

CREATION OF RESTRICTION A

The following restriction is to be created upon registration of Plan of Subdivision No. PS846556G (Plan of Subdivision) 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 1501 to 1533 (all inclusive) on this plan.  
Land to be Burdened: Lots 1501 to 1533 (all inclusive) on this plan.

DESCRIPTION OF RESTRICTION

Except with the written consent of Satterley Property Group 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 and MCP

- (a) build or allow to be built on the Lot any building other than a building which has been approved by Satterley Property Group or the Botanical Design Review Panel in accordance with the Botanical Design Guidelines.
- (b) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction.


Building Envelopes

- (c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown on the Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction as approved by the Responsible Authority or as amended from time to time to the satisfaction of the Responsible Authority.

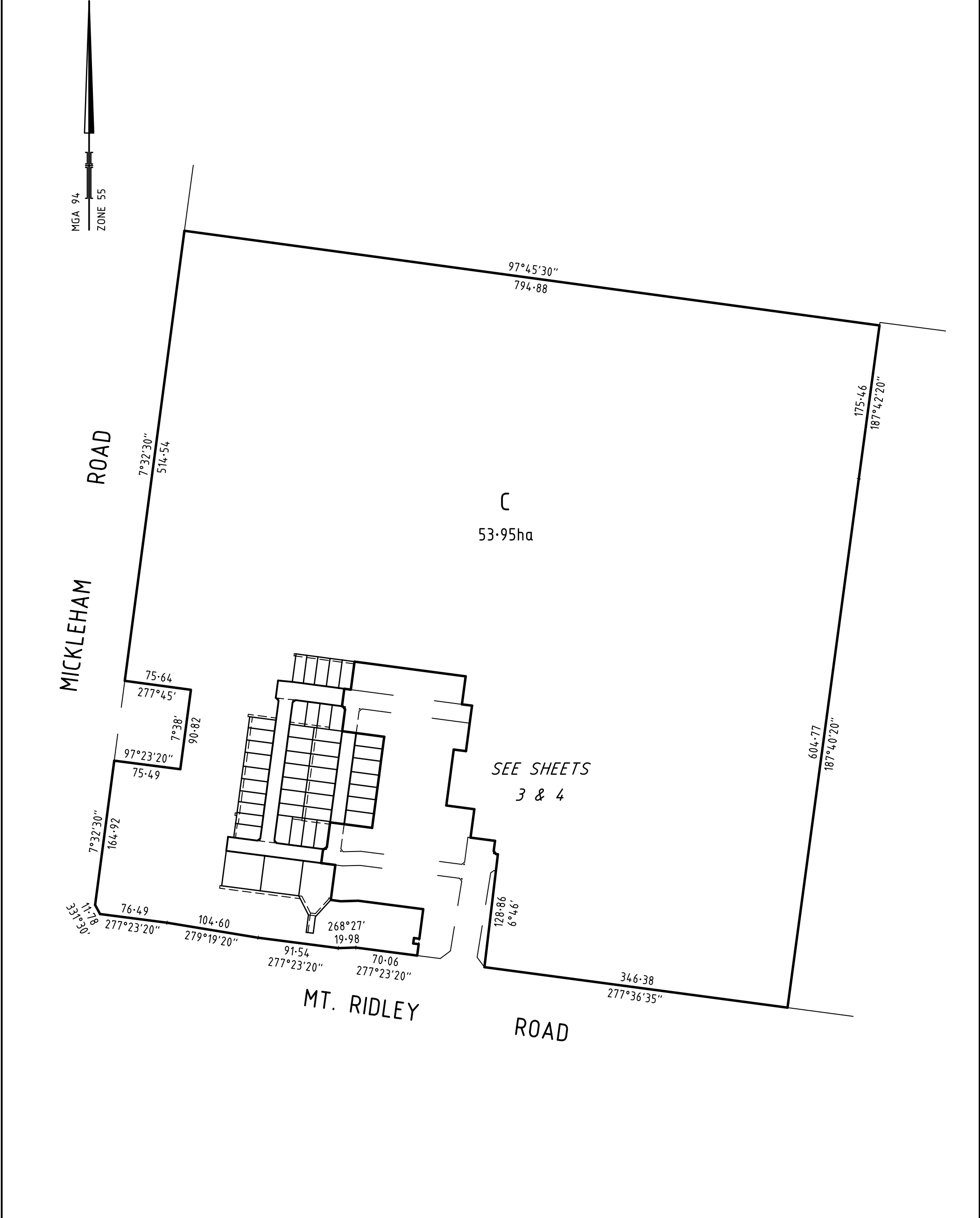
Expiry

- (d) the restrictions specified in paragraph (a) 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 paragraphs (b) and (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.

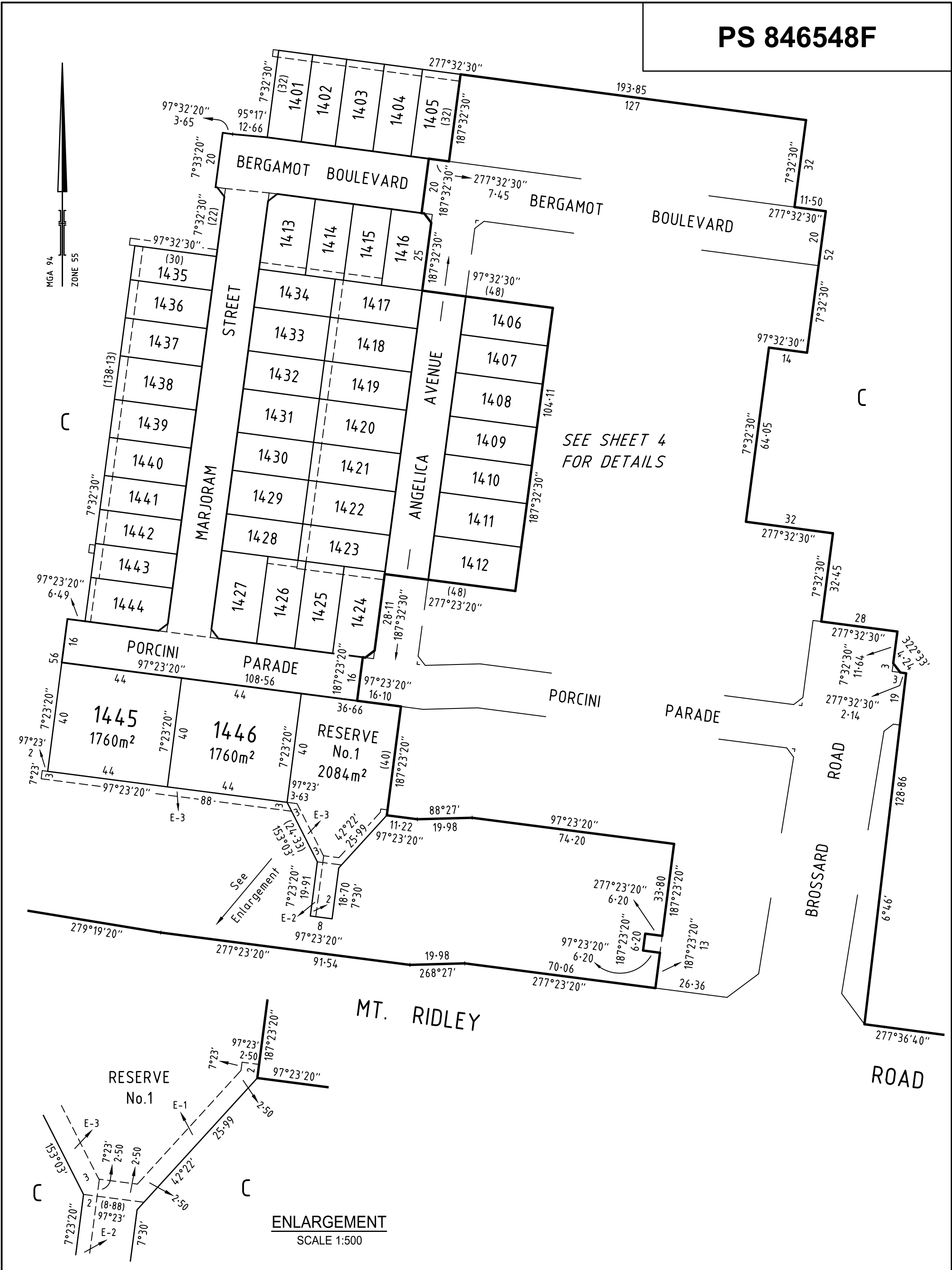
For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

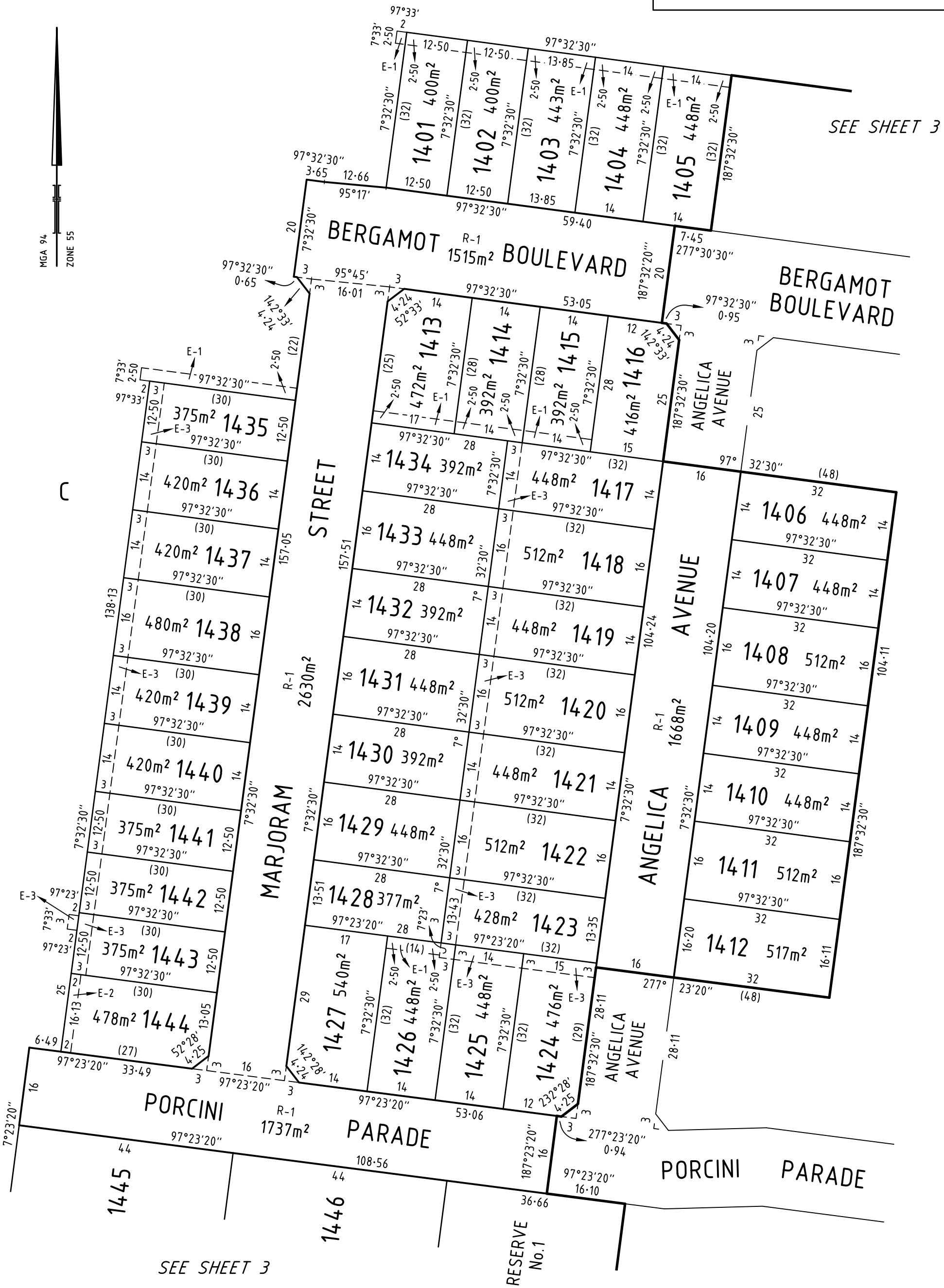
PLAN OF SUBDIVISION			EDITION 1		PS 846548F	
LOCATION OF LAND PARISH: MICKLEHAM TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTIONS: 11A, 13 & 16 (PARTS) TITLE REFERENCE: C/T VOL .... FOL ...  LAST PLAN REFERENCE: LOT B ON PS 846544P  POSTAL ADDRESS: 1960 MICKLEHAM ROAD, (at time of subdivision) MICKLEHAM, VIC. 3064 MGA94 CO-ORDINATES: E: 312 740 ZONE: 55 (of approx centre of land in plan) N: 5840 850						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER	COUNCIL / BODY / PERSON		Land being subdivided is enclosed within thick continuous lines.  This is a SPEAR plan.  Lots 1 to 1400 (both inclusive), A and B have been omitted from this plan.			
ROAD R-1 RESERVE No. 1	HUME CITY COUNCIL HUME CITY COUNCIL					
NOTATIONS						
DEPTH LIMITATION : DOES NOT APPLY						
SURVEY: This plan is based on survey (BP3614L)  STAGING: This is not a staged subdivision Planning Permit No. P22453  This survey has been connected to permanent marks No(s). 4, 5 & 11  In Proclaimed Survey Area No. -						
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	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-2	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL		
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-3	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL		
BOTANICAL ESTATE - STAGE 14 (46 LOTS)				AREA OF STAGE - 3.255ha		
 <div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div>			SURVEYORS FILE REF: 308306SV00-V2		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
			Licensed Surveyor: Stephen Anthony Motta Version: 2			





SURVEYOR'S FILE REF: 308306SV00-V2	SCALE 1: 4000	<div><div>4000</div><div>04080120160</div><div>LENGTHS ARE IN METRES</div></div>	ORIGINAL SHEET SIZE: A3	SHEET 2
<div><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></div>	Licensed Surveyor: Stephen Anthony Motta Version: 2			





CREATION OF RESTRICTION A

PS 846548F

The following restriction is to be created upon registration of Plan of Subdivision No. PS846548F (Plan of Subdivision) 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 1401 to 1444 (all inclusive) on this plan.  
Land to be Burdened: Lots 1401 to 1444 (all inclusive) on this plan.

DESCRIPTION OF RESTRICTION  
Except with the written consent of Satterley Property Group 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 and MCP
- (a) build or allow to be built on the Lot any building other than a building which has been approved by Satterley Property Group or the Botanical Design Review Panel in accordance with the Botanical Design Guidelines.
  - (b) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA..., which MCP is incorporated into this Restriction.

- Building Envelopes
- (c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown on the Memorandum of Common Provisions (MCP) registered in Dealing Number AA..., which MCP is incorporated into this Restriction as approved by the Responsible Authority or as amended from time to time to the satisfaction of the Responsible Authority.

- Expiry
- (d) the restrictions specified in paragraph (a) 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 paragraphs (b) and (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.

For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS846548F (Plan of Subdivision) 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 1445 to 1446 (all inclusive) on this plan.  
Land to be Burdened: Lots 1445 to 1446 (all inclusive) on this plan.


DESCRIPTION OF RESTRICTION  
Except with the written consent of Satterley Property Group 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 and MCP
- (a) build or allow to be built on the Lot any building other than a building which has been approved by Satterley Property Group or the Botanical Design Review Panel in accordance with the Botanical Design Guidelines.
  - (b) construct or permit to be constructed more than one dwelling on any burdened lot.
  - (c) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA..., which MCP is incorporated into this Restriction.

- Building Envelopes
- (d) build or allow to be built on the Lot any other building other than in accordance with the general requirements, depth of interface, dwelling setbacks and lot size outcomes as required by Table 2 - Sensitive Interface Areas of the incorporated Lindum Vale Precinct Structure Plan and as shown on the Memorandum of Common Provisions (MCP) registered in Dealing Number AA.... which MCP is incorporated into his this Restriction.

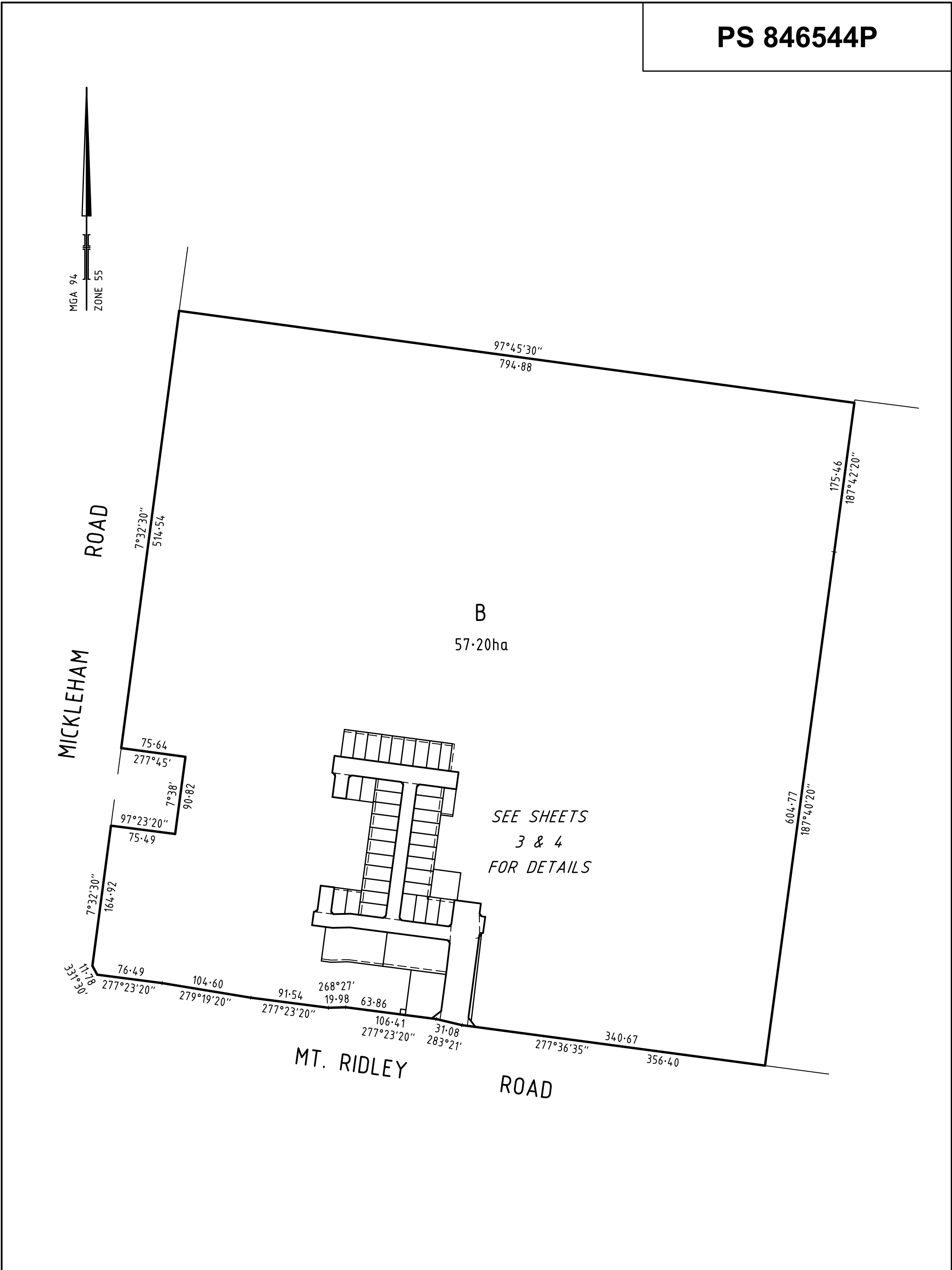
- Expiry
- (e) the restrictions specified in paragraph (a) shall cease to burden any Lot on the Plan of Subdivision with effect 1 year after the issue of an Occupancy Permit under the Building Act 1993 is issued for the whole of the dwelling on the burdened lot.

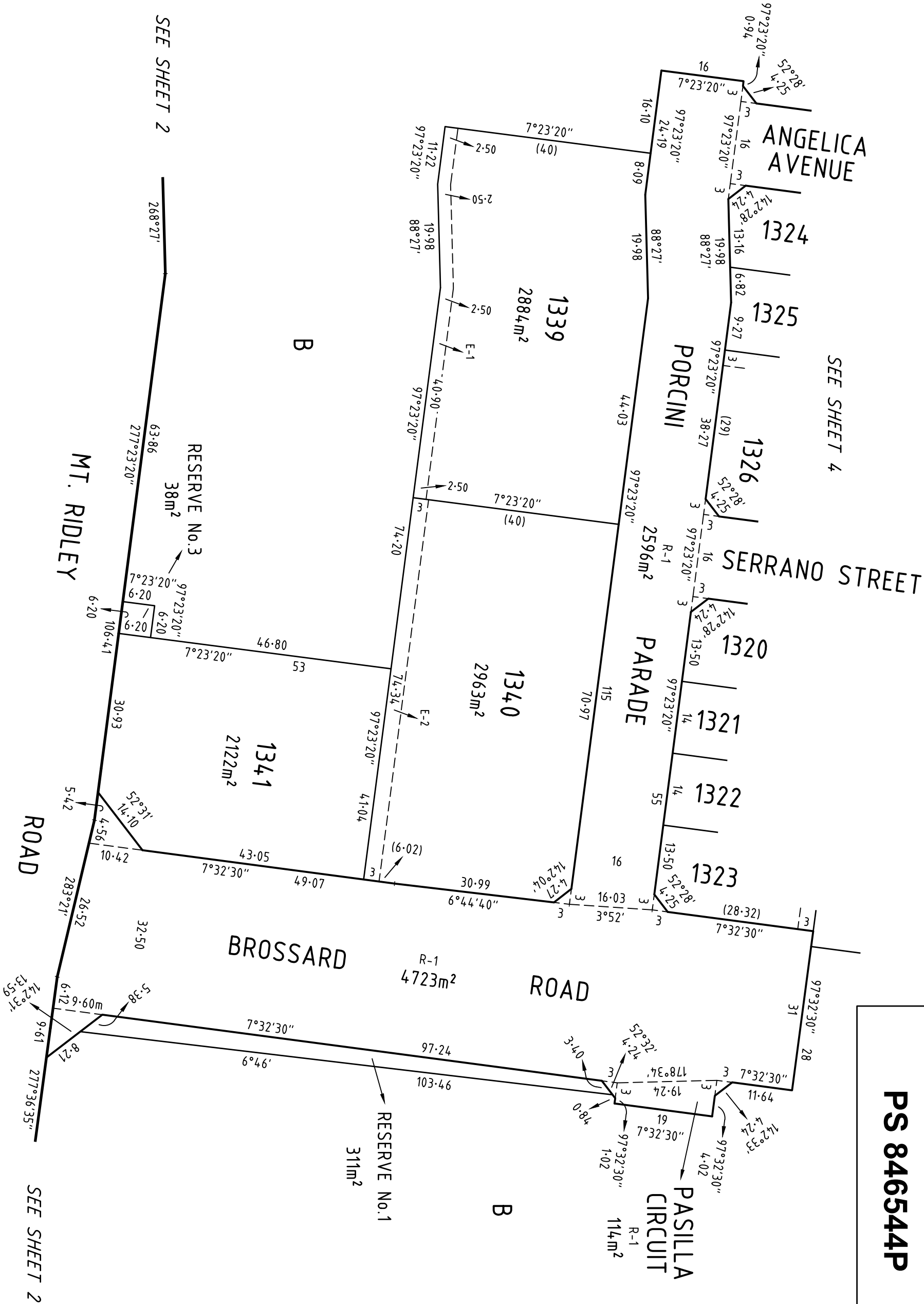
For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

SURVEYOR'S FILE REF: 308306SV00-V2		ORIGINAL SHEET SIZE: A3	SHEET 5
 <div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div>	Licensed Surveyor: Stephen Anthony Motta Version: 2		

PLAN OF SUBDIVISION			EDITION 1		PS 846544P	
<div>LOCATION OF LAND</div> <div>PARISH: MICKLEHAM</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: -</div> <div>CROWN PORTIONS: 11A, 13 &amp; 16 (PARTS)</div> <div>TITLE REFERENCE: C/T VOL ..... FOL ...</div> <div>LAST PLAN REFERENCE: LOT A ON PS846540X</div> <div>POSTAL ADDRESS: 1960 MICKLEHAM ROAD, (at time of subdivision) MICKLEHAM, VIC. 3064</div> <div>MGA94 CO-ORDINATES: E: 312 860 ZONE: 55 (of approx centre of land in plan) N: 5840 800</div>						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER	COUNCIL / BODY / PERSON		<div>Land being subdivided is enclosed within thick continuous lines.</div> <div>This is a SPEAR plan.</div> <div>Lots 1 to 1300 (both inclusive) and Lot A have been omitted from this plan.</div>			
ROAD R-1	HUME CITY COUNCIL					
RESERVE Nos.1 & 2	HUME CITY COUNCIL					
RESERVE No.3	JEMENA ELECTRICITY NETWORKS (VIC) LIMITED					
NOTATIONS						
DEPTH LIMITATION : DOES NOT APPLY						
<div>SURVEY:</div> <div>This plan is based on survey (BP3614L)</div> <div>STAGING:</div> <div>This is not a staged subdivision</div> <div>Planning Permit No. P22453</div> <div>This survey has been connected to permanent marks No(s). 4, 5 &amp; 11</div> <div>In Proclaimed Survey Area No. -</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	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
E-2	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL		
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION		
BOTANICAL ESTATE - STAGE 13 (41 LOTS)			AREA OF STAGE - 4.071ha			
<div></div> <div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div>		SURVEYORS FILE REF: 308305SV00-V2		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5	
		Licensed Surveyor: Stephen Anthony Motta Version: 2				







SURVEYORS FILE REF: 308305SV00-V2

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Melbourne Vic 8007  
T 61 3 9993 7888  
spire.com.au

SCALE 1: 750

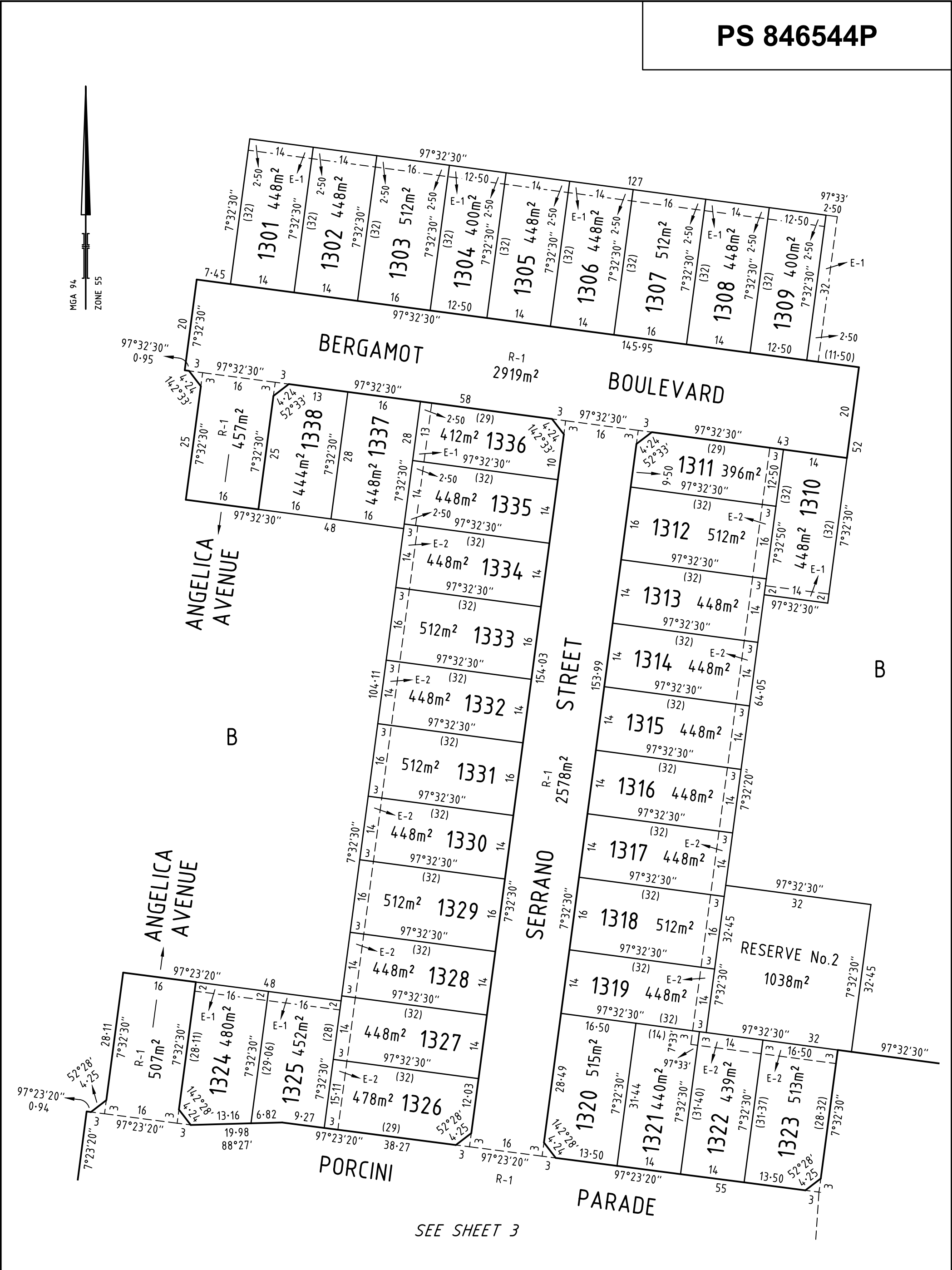
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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 3

Licensed Surveyor: Mark Oswald Stansfield  
Version: 2

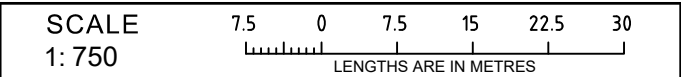


SURVEYOR'S FILE REF: 308305SV00-V2

SCALE  
1: 750

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES



ORIGINAL SHEET  
SIZE: A3

SHEET 4



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PO Box 16084  
Melbourne Vic 8007  
T 61 3 9993 7888  
spiire.com.au

Licensed Surveyor: Stephen Anthony Motta  
Version: 2



CREATION OF RESTRICTION A

PS 846544P

The following restriction is to be created upon registration of Plan of Subdivision No. PS846544P (Plan of Subdivision) 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 1301 to 1341 (both inclusive) on this plan.  
Land to be Burdened: Lots 1301 to 1338 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

Except with the written consent of Satterley Property Group 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 and MCP

- (a) build or allow to be built on the Lot any building other than a building which has been approved by Satterley Property Group or the Botanical Design Review Panel in accordance with the Botanical Design Guidelines.
- (b) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction.

Building Envelopes

- (c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown on the Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction as approved by the Responsible Authority or as amended from time to time to the satisfaction of the Responsible Authority.

Expiry

- (d) the restrictions specified in paragraph (a) 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 paragraphs (b) and (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.

For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS846544P (Plan of Subdivision) 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 1339 to 1341 (both inclusive) on this plan.  
Land to be Burdened: Lots 1339 to 1341 (both inclusive) on this plan.

DESCRIPTION OF RESTRICTION

Except with the written consent of Satterley Property Group 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 and MCP

- (a) build or allow to be built on the Lot any building other than a building which has been approved by Satterley Property Group or the Botanical Design Review Panel in accordance with the Botanical Design Guidelines.
- (b) construct or permit to be constructed more than one dwelling on any burdened lot.
- (c) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA...., which MCP is incorporated into this Restriction.


Building Envelopes


- (d) build or allow to be built on the Lot any other building other than in accordance with the general requirements, depth of interface, dwelling setbacks and lot size outcomes as required by Table 2 - Sensitive Interface Areas of the incorporated Lindum Vale Precinct Structure Plan and as shown on the Memorandum of Common Provisions (MCP) registered in Dealing Number AA.... which MCP is incorporated into his this Restriction.

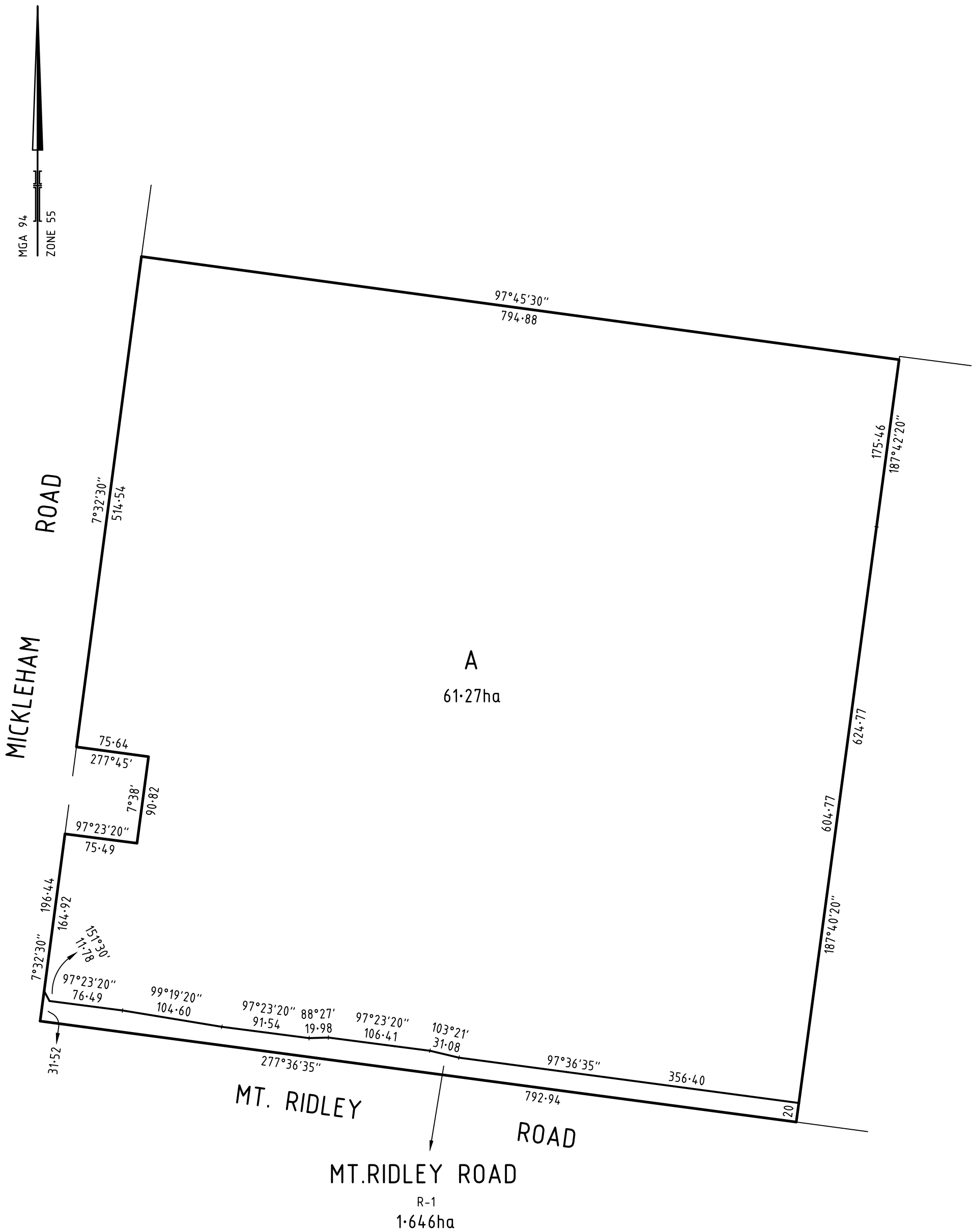
Expiry

- (e) the restrictions specified in paragraph (a) 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.

For the purposes of this restriction "Satterley Property Group" means Satterley Mickleham Pty Ltd ACN 612 101 550 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

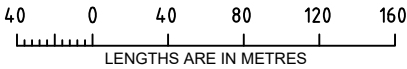
SURVEYOR'S FILE REF: 308305SV00-V2		ORIGINAL SHEET SIZE: A3	SHEET 5
 <div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div>	Licensed Surveyor: Stephen Anthony Motta Version: 2		

PLAN OF SUBDIVISION			EDITION 1		PS 846540X	
LOCATION OF LAND PARISH: MICKLEHAM TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTIONS: 11A, 13 & 16 (PARTS) TITLE REFERENCE: C/T VOL 11252 FOL 162  LAST PLAN REFERENCE: LOT 1 ON TP947278H  POSTAL ADDRESS: 1960 MICKLEHAM ROAD, (at time of subdivision) MICKLEHAM, VIC. 3064 MGA94 CO-ORDINATES: E: 312 890 ZONE: 55 (of approx centre of land in plan) N: 5840 630						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER	COUNCIL / BODY / PERSON		Land being subdivided is enclosed within thick continuous lines.  This is a SPEAR plan.			
ROAD R-1	HUME CITY COUNCIL					
NOTATIONS						
DEPTH LIMITATION : DOES NOT APPLY						
SURVEY: This plan is based on survey (BP3614L)  STAGING: This is not a staged subdivision Planning Permit No. P22453  This survey has been connected to permanent marks No(s). 4, 5 & 11  In Proclaimed Survey Area No. -						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of		
NIL						
BOTANICAL ESTATE - STAGE 12A				AREA OF STAGE - 1.646ha		
 <div>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</div>		SURVEYORS FILE REF: 308304SV00		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
		Licensed Surveyor: Stephen Anthony Motta Version: 1				



SURVEYOR'S FILE REF: 308304SV00

SCALE 1: 4000



ORIGINAL SHEET SIZE: A3

SHEET 2



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

Licensed Surveyor: Stephen Anthony Motta  
Version: 1



# Growth Areas Infrastructure Contribution Certificate

**Certificate Id:** 12830

**Issue date:** 27 May 2021

## PART 1 – DETAILS OF APPLICANT

Ms Alisha Shamim  
Maddocks Alisha.Shamim@Maddocks.Com.Au

## PART 2 - LAND DETAILS

**Land Address:** 1960 Mickleham Road  
Mickleham 3064

### Details of Land Title:

Lot / Plan: Lot 1 / TP947278  
Volume / Folio: 11252 / 162

### Municipality:

Hume  
Land Type: Type B1  
Land Area: 55.72 ha

## PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

This land is presently subject to a Deferral. The Growth Areas Infrastructure Contribution amount as at the date displayed on this certificate is **\$6,604,977.80**

Note – this deferred liability is subject to indexation and/or interest in accordance with section 201SMA of the Planning and Environment Act 1987.

## 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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

747512

## APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

COCKING, NOEL THOMAS, NO

## PURCHASER

N/A, N/A

## REFERENCE

356744

This certificate is issued for:

LOT 1 PLAN TP947278 ALSO KNOWN AS 1960 MICKLEHAM ROAD MICKLEHAM  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 11
- and a RURAL CONSERVATION ZONE
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 2
- and a PUBLIC ACQUISITION OVERLAY 2
- and a INCORPORATED PLAN OVERLAY - SCHEDULE 5
- and abuts a ROAD ZONE CATEGORY 1
- and a PUBLIC ACQUISITION OVERLAY 2

A Proposed Amending Planning Scheme C205 has been placed on public exhibition which shows this property :

- is included in a URBAN GROWTH ZONE - SCHEDULE 9 - C205
- is within a INCORPORATED PLAN OVERLAY - SCHEDULE 3 - C205
- 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/>)

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

20 May 2021

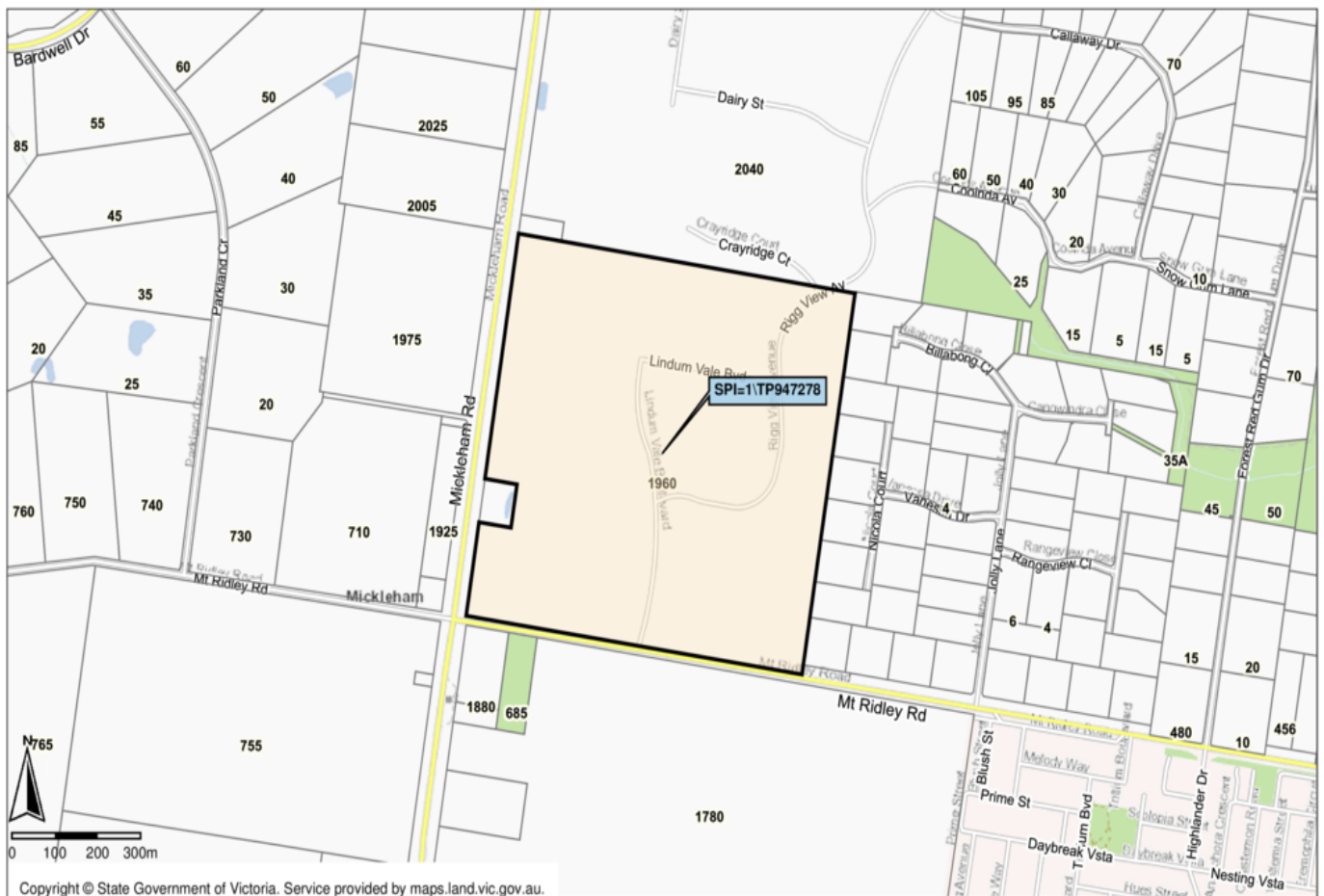
**Hon. Richard Wynne MP**  
Minister for Planning

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 : 302755  
 Certificate No : eLIC043792  
**LAND INFORMATION CERTIFICATE**  
 Year Ending: 30 June 2021  
**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: 356744  
 Date of Issue: 24/05/2021

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

Property Description:	Lot 1 TP 947278 Vol 11252 Fol 162
Property Situated:	1960 MICKLEHAM RD MICKLEHAM VIC 3064

Site Value	\$30700000	C.I.V.	\$30700000	N.A.V.	\$1535000
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The level of valuation is 1/01/20 and the Date the Valuation was adopted for Rating Purposes is 1/07/20

RATES AND CHARGES FROM	01/07/2020	TO	30/06/2021
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	<b>\$101,973.10</b>		<b>\$19,959.28</b>
Agricultural Land Use Rebate	<b>-\$23,453.90</b>		<b>\$0.00</b>
Optional Waste Charges	<b>\$0.00</b>		<b>\$0.00</b>
Fire Service Property Levy	<b>\$6,063.00</b>		<b>\$1,186.72</b>
Special Charge / Rate	<b>\$0.00</b>		<b>\$0.00</b>
Arrears as at 30/06/2020			<b>\$0.00</b>
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$84,582.20</b>		<b>\$21,146.00</b>

<b>**PLEASE NOTE :</b>	Rates for 2020/2021 are payable by four instalments on the following dates 30/09/2020, 30/11/2020, 28/02/2021 & 31/05/2021
------------------------	-------------------------------------------------------------------------------------------------------------------------------

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

<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$21,146.00</b>
------------------------------------------	--------------------

All overdue rates and charges must be paid at settlement.

**Property No : 302755**  
**Certificate No : eLIC043792**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2021**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated:	1960 MICKLEHAM RD MICKLEHAM VIC 3064
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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  
24/05/2021

**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:** 9127200

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

20th May 2021

Maddocks C/- InfoTrack C/- LANDATA  
LANDATA

Dear Maddocks C/- InfoTrack C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1960 MICKLEHAM ROAD MICKLEHAM 3064
<b>Applicant</b>	Maddocks C/- InfoTrack C/- LANDATA LANDATA
<b>Information Statement</b>	30606469
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	356744

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
- Conditions of Connection and Consent
- 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	1960 MICKLEHAM ROAD MICKLEHAM 3064
------------------	------------------------------------

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.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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.

**Melbourne Water Encumbrance**

Property Address	1960 MICKLEHAM ROAD MICKLEHAM 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

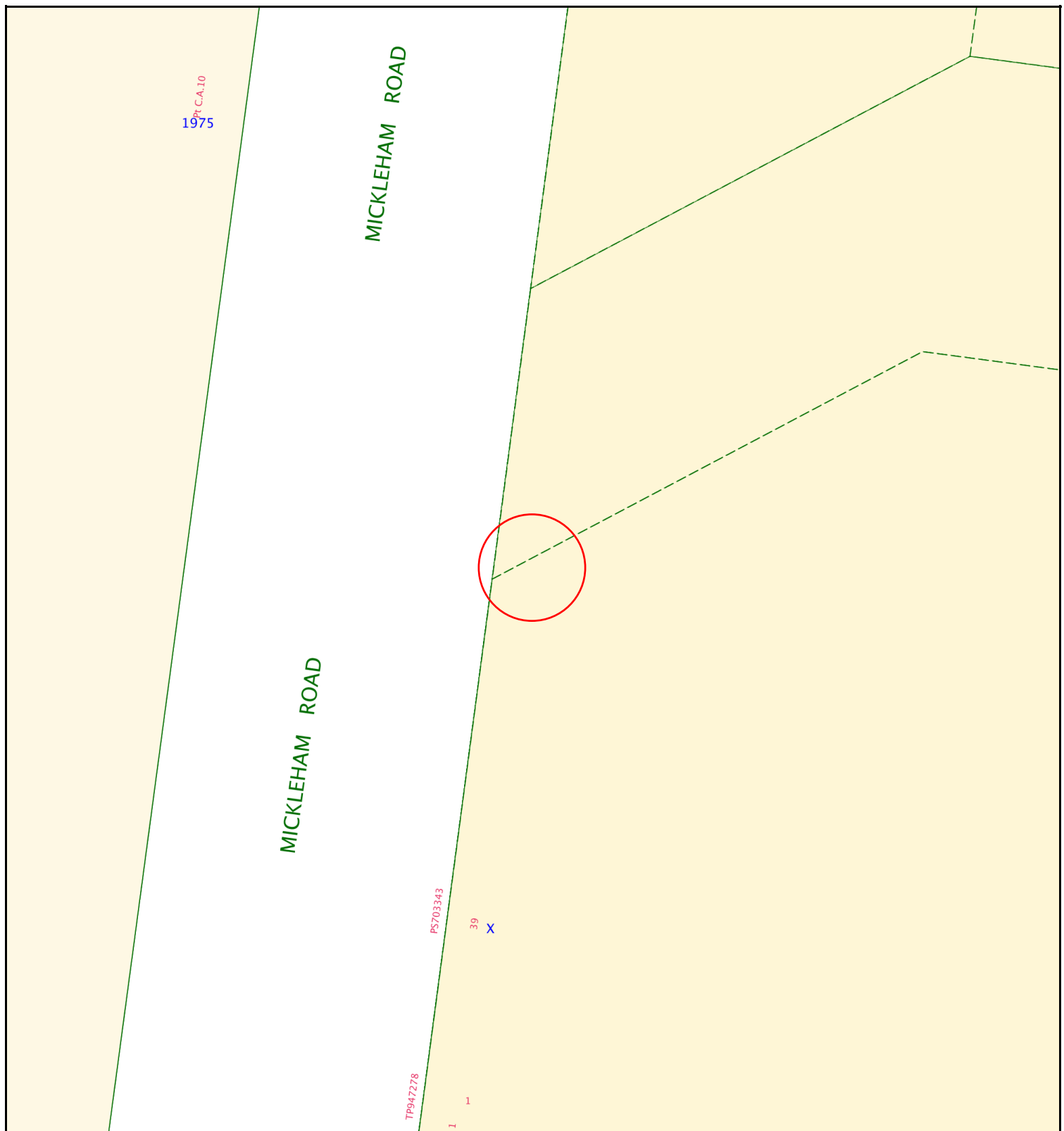
Melbourne Water Property Location Note (22/12/99) - the property may be located opposite Bardwell Drive at Esmar Ref 622 C12. The suburb name may be 'Mickleham', rather than 'Craigieburn'

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679 7517.

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: 30606469**

<b>Address</b>	1960 MICKLEHAM ROAD MICKLEHAM 3064
<b>Date</b>	20/05/2021
<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	<1.00>	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;

19th March 2021

**Application ID: 488872**

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail**

**Sewer**

**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Sewer Connection	960819

**Multiple Lots**

Number of Lots	0
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### **Conditions of Connection Details**

#### **SEWER**

You have submitted a commercial/ industrial sewer application.

The current sites business activity does not require a trade waste agreement.

If the business activities change you may be requested by an Authorised Officer to enter into a trade waste agreement with Yarra Valley Water and installation of pre-treatment may be required.



## **CONDITIONS OF CONSENT**

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

### **CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT**

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at [www.esc.vic.gov.au](http://www.esc.vic.gov.au).

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

As this is a works only application and the applicant is not connecting any new properties to Yarra Valley Water assets, the applicant has the option to defer paying NCC's past the 90 day due date. In this case NCC charges will be calculated based on the rate as at the date of payment and a revised statement issued. Where the application includes a property connection to Yarra Valley Water water and sewer assets, all fees and charges must be paid within 90 days else the application will lapse.

This development requires assets to be constructed. The applicant must enter into a Development Deed with Yarra Valley Water. It is a requirement of the Deed that the applicant engage only Accredited Consultants and Accredited Contractors to complete the design and construction work. A list of Accredited Consultants and Accredited Contractors can be obtained from [www.yvw.com.au/help-advice/develop-build/consultants/accredited-consultants-and-contractors](http://www.yvw.com.au/help-advice/develop-build/consultants/accredited-consultants-and-contractors)

Water connection is dependent on a water main being constructed under a Development Deed. Bookings for the installation of water meters can only be requested after the execution of the Development Deed and connection to the water main can only occur after Yarra Valley Water has issued an acceptance of works certificate.

### **SUBDIVISIONAL CONDITIONS**

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

Maddocks C/- InfoTrack C/- LANDATA  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 8801680119  
**Rate Certificate No:** 30606469

**Date of Issue:** 20/05/2021  
**Your Ref:** 356744

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1960 MICKLEHAM RD, MICKLEHAM VIC 3064	1\TP947278	1340897	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-04-2021 to 30-06-2021	\$26.02	\$26.02
<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>			\$26.02
<b>Total Due</b>			\$26.02

### 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. 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.

6. 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.

7. 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

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

9. 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

10. 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

11. 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.

**Property No:** 1340897**Address:** 1960 MICKLEHAM RD, MICKLEHAM VIC 3064**Water Information Statement Number:** 30606469**HOW TO PAY**Biller Code: 314567  
Ref: 88016801194**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:** 1340897**Address:** 1960 MICKLEHAM RD, MICKLEHAM VIC 3064**Water Information Statement Number:** 30606469**Cheque Amount:** \$

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / MADDOCKS

**Your Reference:** CYNM: 8449522

**Certificate No:** 47561170

**Issue Date:** 02 JUN 2021

**Enquiries:** MXH10

**Land Address:** 1960 MICKLEHAM ROAD MICKLEHAM VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11361186	1	947278	11252	162	\$676,502.55

**Vendor:** SATTERLEY MICKLEHAM PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SATTERLEY MICKLEHAM PTY LTD	2021	\$30,700,000	\$676,767.36	\$0.00	\$676,502.55

**Comments:** Land Tax of \$676,767.36 has been assessed for 2021, an amount of \$264.81 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

**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:** \$30,700,000

**SITE VALUE:** \$30,700,000

**AMOUNT PAYABLE:** \$676,502.55

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

**Certificate No:** 47561170

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$648,225.00

Taxable Value = \$30,700,000

Calculated as \$24,975 plus ( \$30,700,000 - \$3,000,000 )  
multiplied by 2.250 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 47561170

### 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: 47561170

### 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)

# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



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)

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

Our Reference: **WBPI013868**  
Your Reference: **356744**  
Property Details: **1960 MICKLEHAM RD**  
**MICKLEHAM VIC 3064**  
**LOT 1 TP 947278 VOL 11252 FOL 162**  
Property Number: **302755**  
Municipal District: **HUME CITY COUNCIL**  
Registered Owner: **SATTERLY MICKLEHAM PTY LTD**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date

**Please Note: There are no records of Building approvals or permits in the preceding 10 years to the knowledge of the Council.**

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993			
Notice Date	Notice Type	RBS Name	RBS No

<b>Please note</b>
Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 <sup>th</sup> November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites. Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.
For the purpose of regulation 810, Bushfire Prone Area maps are available at <a href="http://www.land.vic.gov.au">www.land.vic.gov.au</a>
New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. <a href="http://www.hume.vic.gov.au">www.hume.vic.gov.au</a> for more information and registrations.
<b>Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00</b> <b>For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.</b>
This advice is based on the most current information in Council's records.

  
.....  
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR**  
**HUME CITY COUNCIL**

Date: 21 May 2021

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*

# Building Information Certificate 51 (2)

Building Act 1993  
Building Regulations 2018  
Regulations 51 (2)



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)

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

Our Reference:	<b>WBPI013869</b>
Your Reference:	<b>356744</b>
Property Address:	<b>1960 MICKLEHAM RD MICKLEHAM VIC 3064 LOT 1 TP 947278 VOL 11252 FOL 162</b>
Property No:	<b>302755</b>
Allotment Area:	<b>62.9200 HECTARES</b>
Development:	

## Certificate Details:

<b>Property information for design purposes:</b>	
The land is in an area liable to flooding pursuant to Regulation 153	<b>No</b>
The land is in an area designated pursuant to Regulation 154.	<b>No</b>
Is the allotment in an area prone to termites pursuant to regulation 150	<b>Yes</b>
Bushfire Prone Areas – refer to BPA Maps available at <a href="http://www.land.vic.gov.au">www.land.vic.gov.au</a> and the Hume Planning Scheme	
Is the allotment in an area prone to significant snowfalls pursuant to regulation 152	<b>No</b>
The Building Regulations 2018 applies to Single Dwellings and Associated Outbuildings on this allotment.	<b>Yes</b>

### Please Note

- Planning and other controls may apply for certain types of development on this allotment, any planning enquires should be made to Council's Statutory Planning department, telephone 9205 2309.
- The Building Regulations 2018 apply with respect to building envelopes, see regulation 71. Where building envelopes or similar controls apply the consent of relevant Developer (Development Victoria, Delfin, Stockland, Peet etc) may be required before a Building Permit can be issued.
- Some properties within the Hume municipal district have restrictive covenants on title which may affect or preclude some development proposals. You are advised to obtain an up to date copy of the land title documents before commencing any design works.
- In relation to land liable to flooding or designated land or works, the applicant is also advised to make inquiries with Melbourne Water and the Hume Planning Scheme.
- Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)
- 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.

**Community Infrastructure Levy pursuant to section 24(5) of the *Building Act* Bal Payable \$ 0.00**  
**For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.**

This advice is based on the most current information in Council's records.

Signed:   
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR, HUME CITY COUNCIL**

Date: 20 May 2021

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*



## 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: 1960 MICKLEHAM ROAD

SUBURB: MICKLEHAM

MUNICIPALITY: HUME

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 365 Reference H11  
Melways 40th Edition, Street Directory, Map 365 Reference H10  
Melways 40th Edition, Street Directory, Map 365 Reference J9  
Melways 40th Edition, Street Directory, Map 365 Reference H9  
Melways 40th Edition, Street Directory, Map 365 Reference K9  
Melways 40th Edition, Street Directory, Map 365 Reference K10  
Melways 40th Edition, Street Directory, Map 365 Reference K11  
Melways 40th Edition, Street Directory, Map 365 Reference J10  
Melways 40th Edition, Street Directory, Map 365 Reference J11

DATE OF SEARCH: 20th May 2021

### 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 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

[Extract of Priority Sites Register] # 48974296 - 48974296172519  
'356744'



## Extract of EPA Priority Site Register

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

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



# Department of Transport

**Landata**  
**GPO Box 527**  
**Melbourne VIC 3001**

Dear Enquirer

30/05/2021  
Our Ref: 114828

**REQUEST FOR PROPERTY INFORMATION**  
**YOUR REFERENCE: 48974296-013-9**

I refer to your request for information and fee payment received at the Sunshine office on 30/05/2021, concerning the property which is located at:

1960 MICKLEHAM ROAD MICKLEHAM  
Lot 1 TP947278H  
CITY OF HUME

As at this date, the subject property described as above in your application is affected by a VicRoads Public Acquisition Overlay.

A Public Acquisition Overlay in the Hume Planning Scheme reserves part of the subject property for a public purpose. That reserved land is proposed to be acquired by VicRoads (Roads Corporation) for the future upgrade of Mt Ridley Road.

The purpose of the Public Acquisition Overlay is also to ensure that changes to the use or development of the subject land do not prejudice the purpose for which the land is to be acquired

The timing of the land acquisition and the upgrade of Mt Ridley Road are subject to future consideration for project funding. There is currently no funded proposal to acquire the reserved land covered by the Public Acquisition Overlay.

Should you need to discuss possible loss on sale compensation under the Planning and Environment Act 1987, please contact Ms Franca Savoca, Acquisition Manager, on telephone 9854 2828 or by email at [franca.savoca@roads.vic.gov.au](mailto:franca.savoca@roads.vic.gov.au) during business hours Monday to Friday (excluding public holidays).

Should you need further general information about the Public Acquisition Overlay and its effects on the subject property, please contact Ms Anastasia Sdrinis, Property Services, on Tel: 9313 1389 or by email at [anastasia.sdrinis@roads.vic.gov.au](mailto:anastasia.sdrinis@roads.vic.gov.au) during business hours Monday to Friday (excluding public holidays).

More information -

Clause 45.01 of the Victoria Planning Provisions contains more information about the Public Acquisition Overlays. [http://planningschemes.dpcd.vic.gov.au/schemes/vpps/45\\_01.pdf](http://planningschemes.dpcd.vic.gov.au/schemes/vpps/45_01.pdf)

You are also advised to check your local municipal Council planning scheme, including the land use zoning of the property and surrounding area to identify any relevant controls over land use and development.

Should you need to more accurately determine the location of boundaries of the Public Acquisition Overlay through the subject property, you may lodge a request together with a definitive plan of the property to the Senior Mapping Officer, Department of Environment, Land, Water and Planning by email - [planning.mappingservices@delwp.vic.gov.au](mailto:planning.mappingservices@delwp.vic.gov.au).

**Yours sincerely**

**Anastasia Sdrinis**

**Project Advice / Property Services**

**NORTH WEST-METRO SURFACE TRANSPORT**

**12 Clarke Street, Sunshine Victoria 3020**

**VicRoads is now part of the Department of Transport**

## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Maddocks**

CERTIFICATE NO:  
**48974296**

PROPERTY ADDRESS:  
**1960 MICKLEHAM ROAD MICKLEHAM**

PARCEL DESCRIPTION:  
**Lot 1 TP947278H**

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



**Ainsley Thompson**  
**Heritage Officer (Registry)**

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

**DATED: 25 May 2021**

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

OFFICIAL

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 20 May 2021 05:35 PM

## PROPERTY DETAILS

Address: **1960 MICKLEHAM ROAD MICKLEHAM 3064**  
Lot and Plan Number: **Lot 1 TP947278**  
Standard Parcel Identifier (SPI): **1\TP947278**  
Local Government Area (Council): **HUME**  
Council Property Number: **302755**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 365 H10**

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

[planning-schemes.delwp.vic.gov.au/schemes/hume](http://planning-schemes.delwp.vic.gov.au/schemes/hume)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **YUROKE**

## Note

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

For more information about this contribution go to [Victorian Planning Authority](http://Victorian Planning Authority)

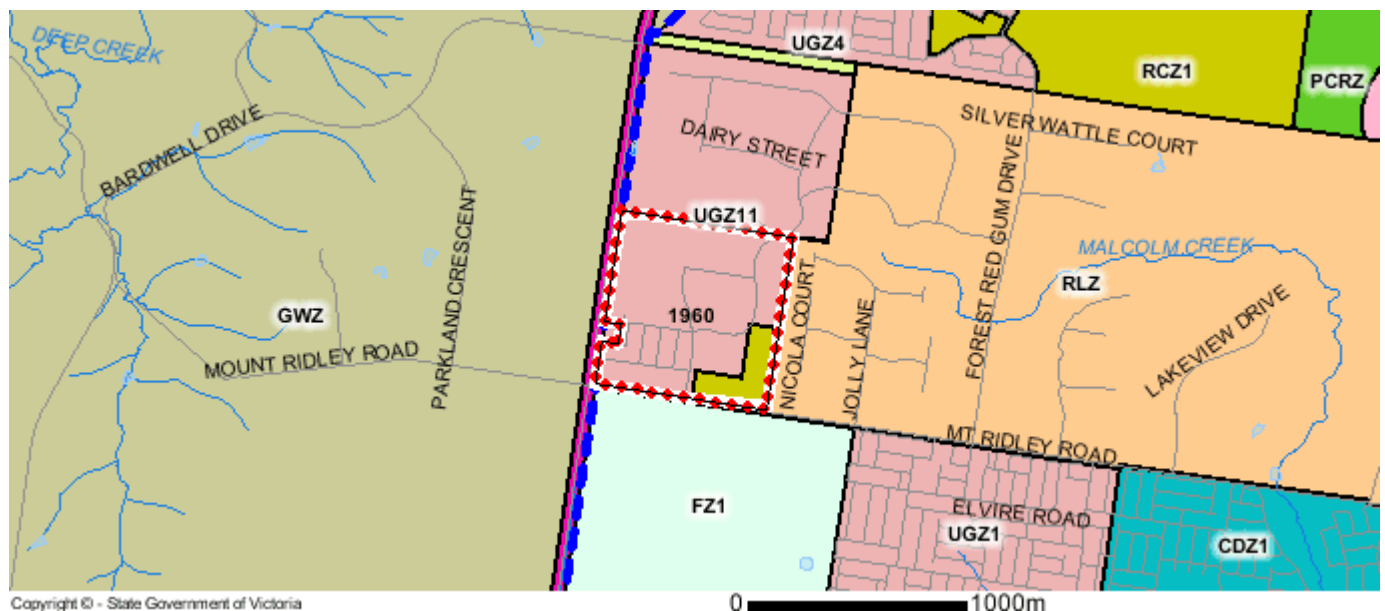
## Planning Zones

[RURAL CONSERVATION ZONE \(RCZ\)](#)

[SCHEDULE TO THE RURAL CONSERVATION ZONE \(RCZ\)](#)

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

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



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	CDZ - Comprehensive Development		FZ - Farming		GRZ - General Residential
	GWZ - Green Wedge		PCRZ - Public Conservation & Resource		RCZ - Rural Conservation
	RDZ1 - Road - Category 1		RLZ - Rural Living		SUZ - Special Use
	UGZ - Urban Growth				

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

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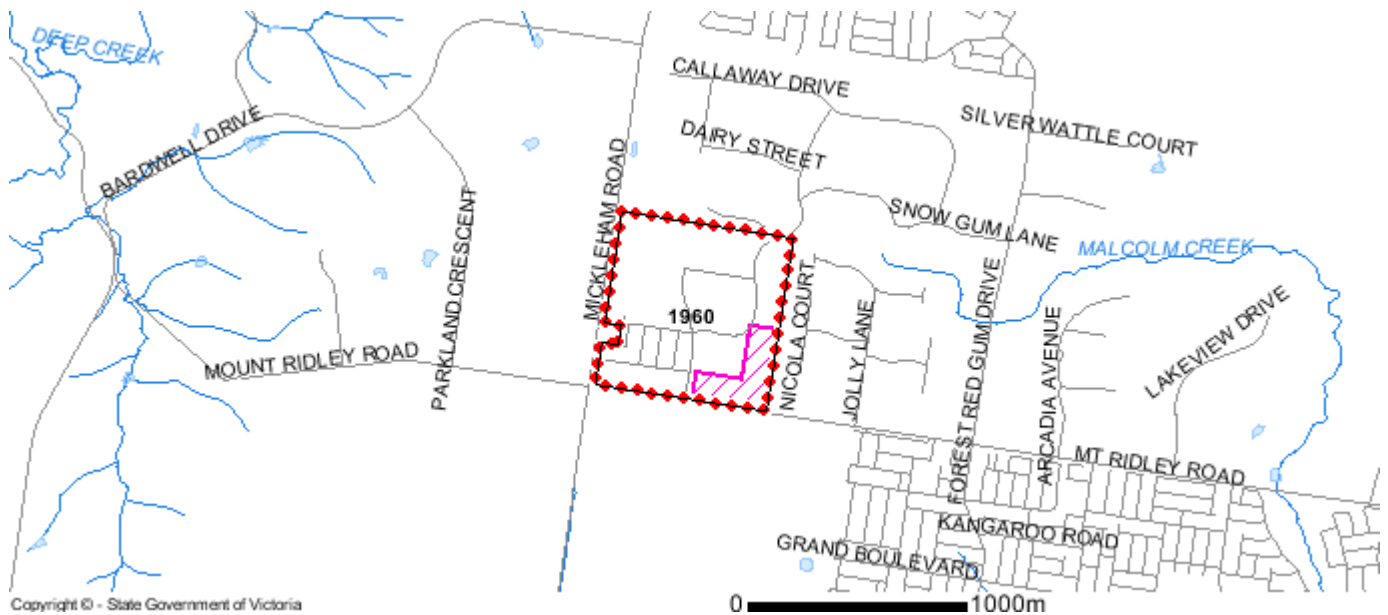
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### INCORPORATED PLAN OVERLAY (IPO)

#### INCORPORATED PLAN OVERLAY - SCHEDULE 5 (IPO5)

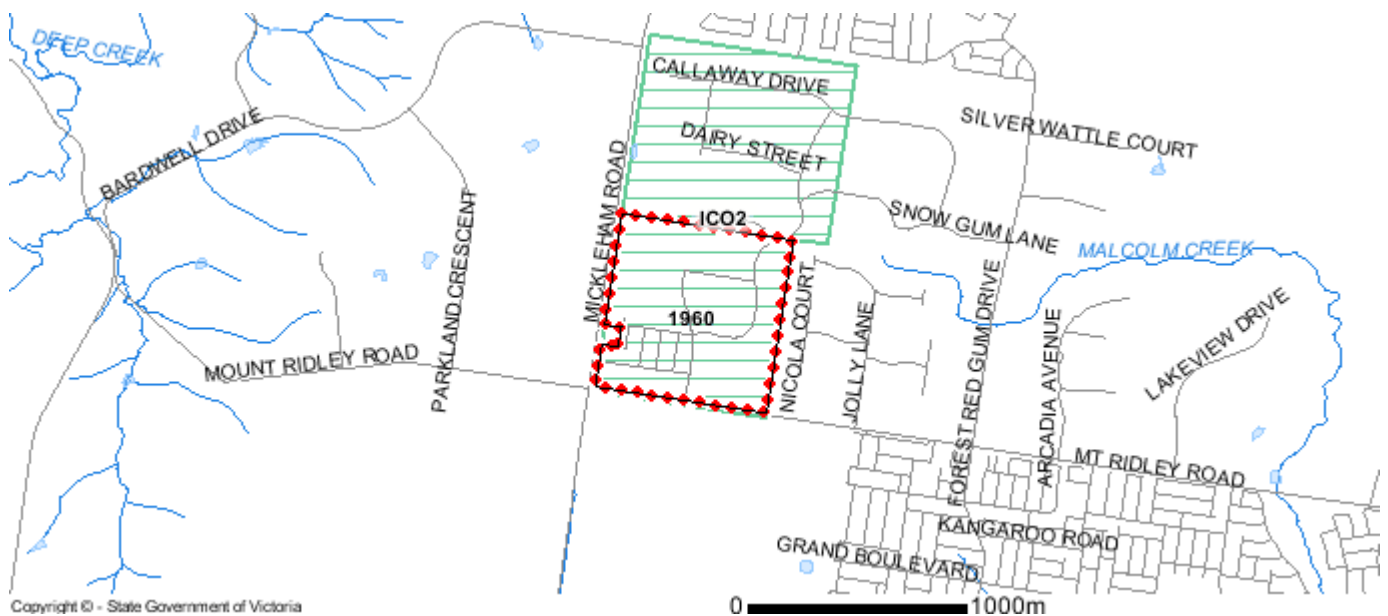


 IPO - Incorporated Plan

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

### INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

#### INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 2 (ICO2)



 ICO - Infrastructure Contributions

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

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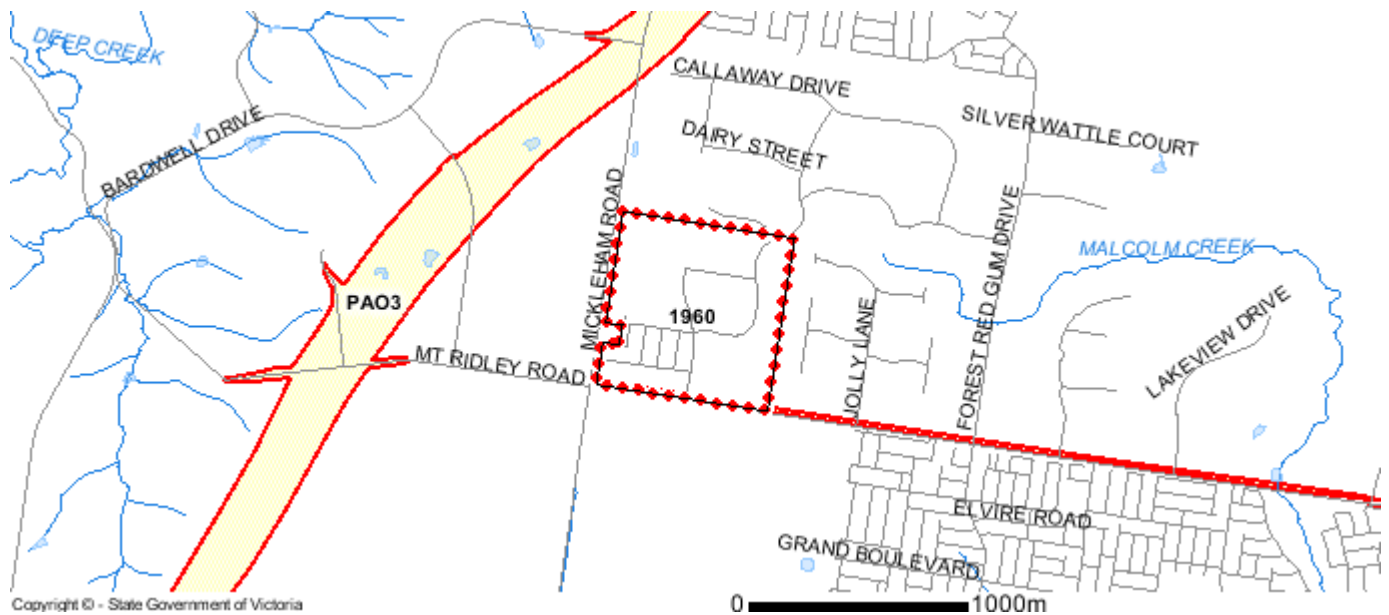
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## Planning Overlays

PUBLIC ACQUISITION OVERLAY (PAO)

PUBLIC ACQUISITION OVERLAY 2 SCHEDULE (PAO2)



PAO - Public Acquisition

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



## Planning Overlays

### OTHER OVERLAYS

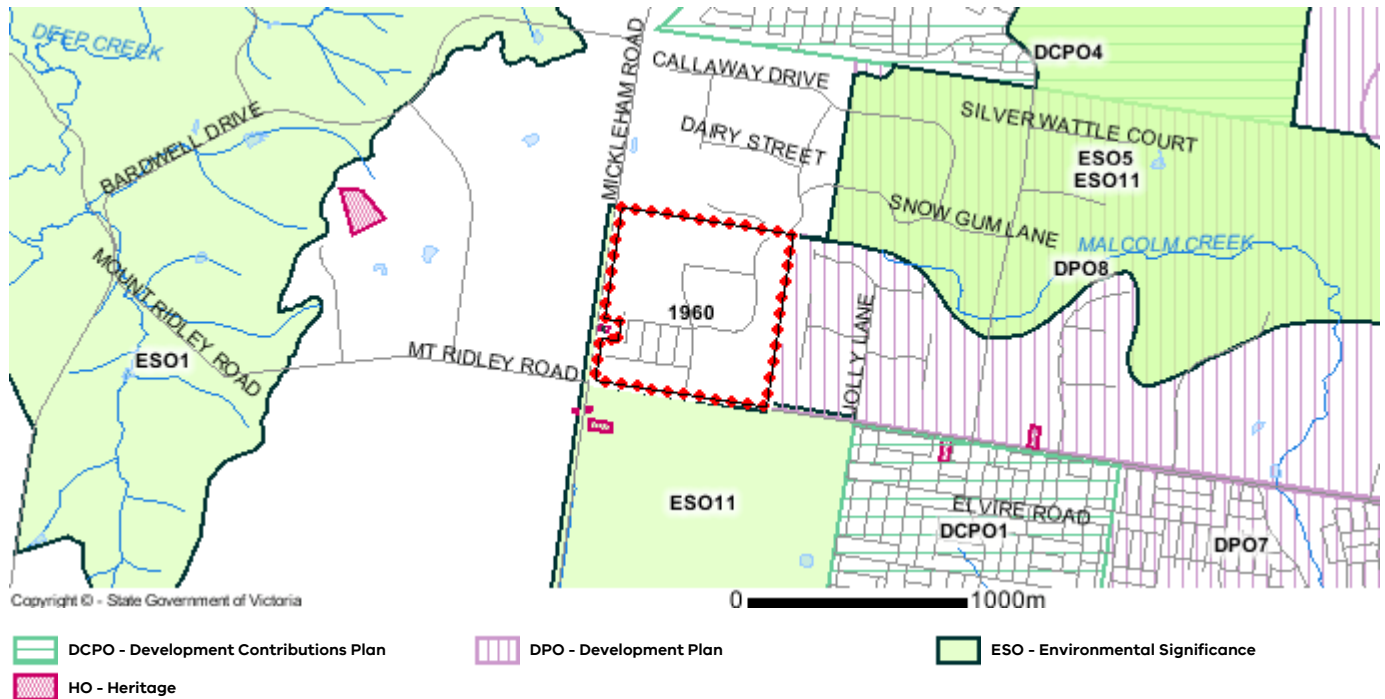
Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

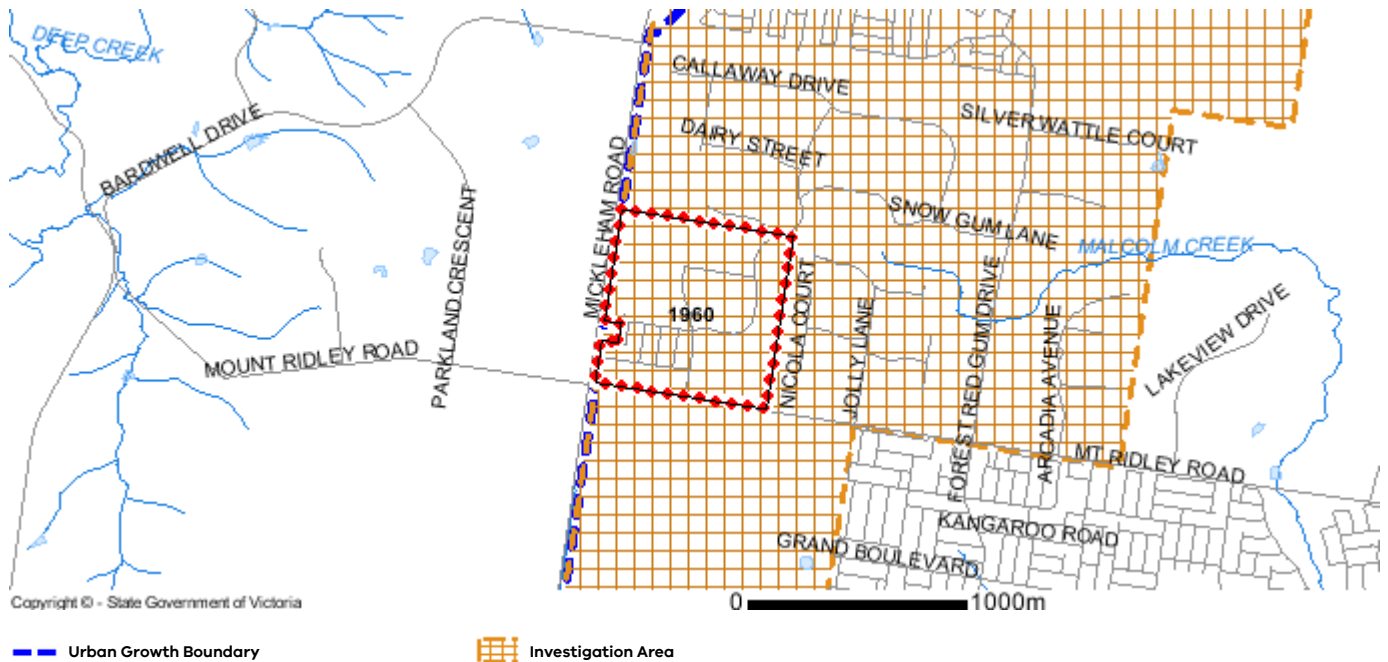
[HERITAGE OVERLAY \(HO\)](#)



## Investigation Area

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

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

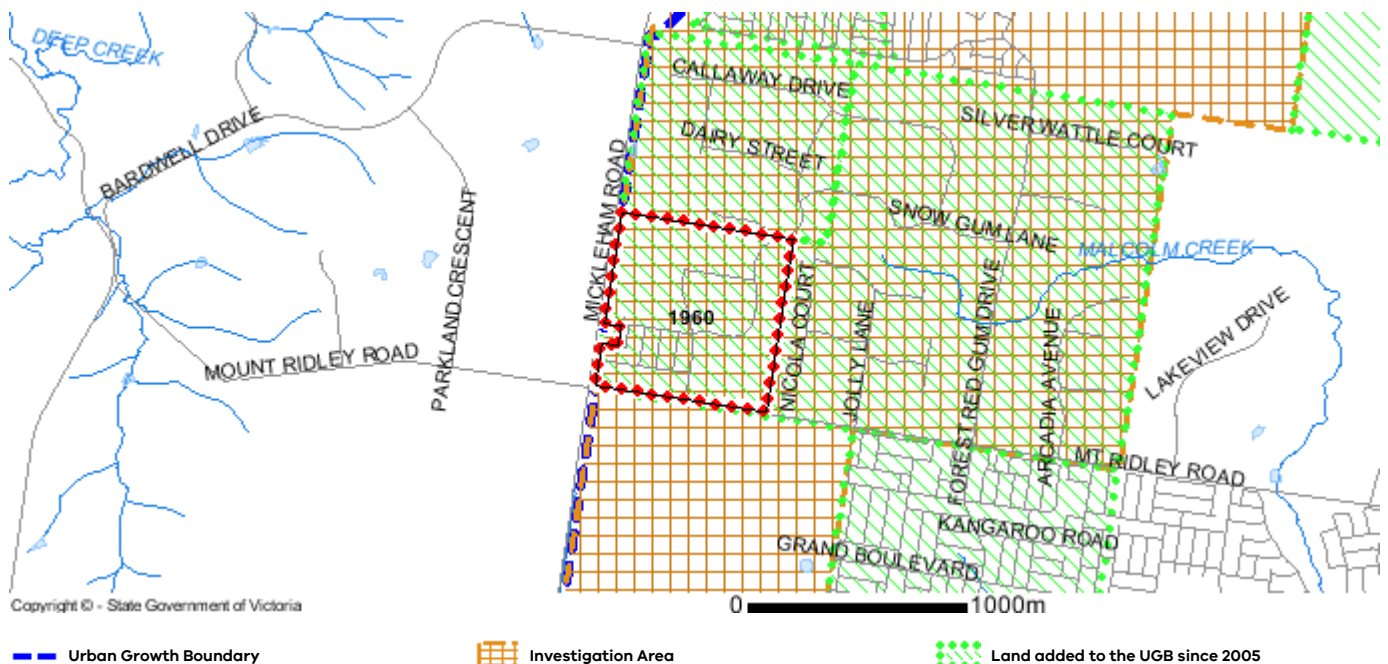


## Growth Area Infrastructure Contribution

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

It may be subject to the Growth Area Infrastructure Contribution.

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



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

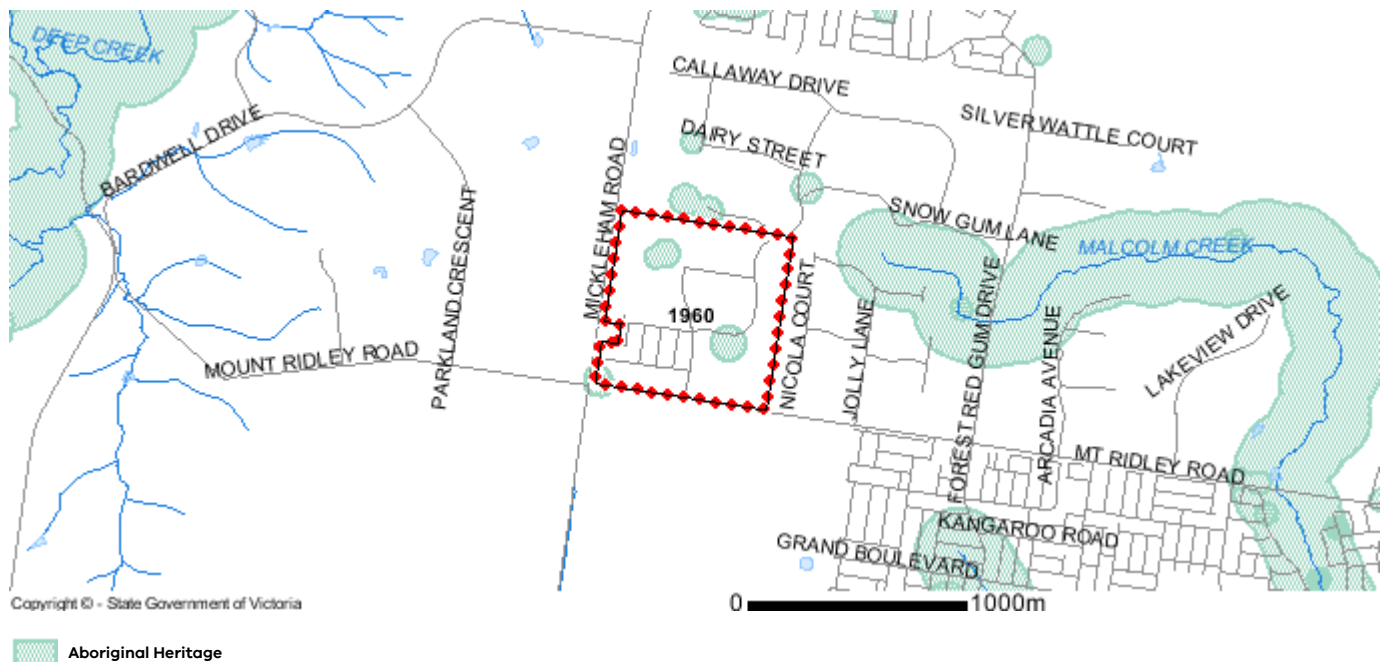
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 19 May 2021.

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

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

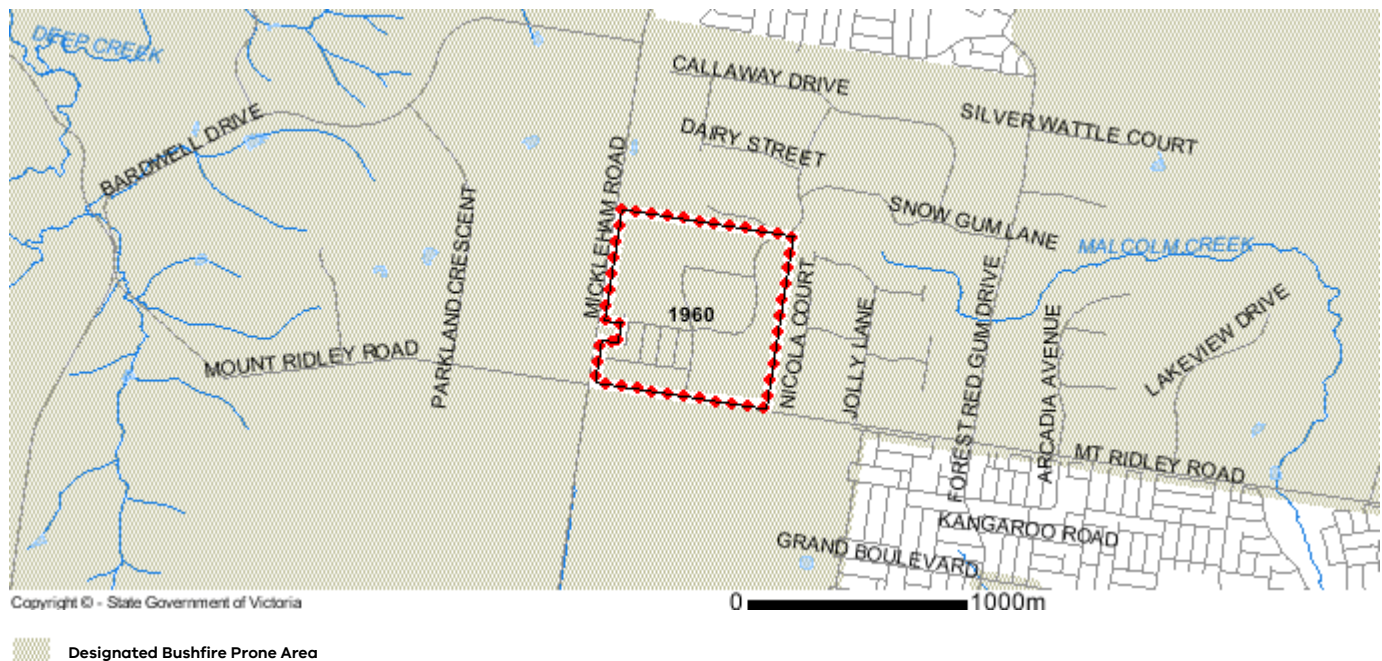
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Area

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



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

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

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

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

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

# PLANNING PERMIT



Permit No.: P22453  
Planning scheme: Hume Planning Scheme

**ADDRESS OF THE LAND:**

**Responsible authority:** Hume City Council

**1960 MICKLEHAM RD, MICKLEHAM VIC 3064 (Lot 1 TP 947278 Vol 11252 Fol 162)**

**10A BILLABONG CLOSE, 45 FOREST RED GUM DRIVE, 23 COOINDA AVENUE, 35A CANOWINDRA CLOSE AND THE MICKLEHAM ROAD AND MT RIDLEY ROAD RESERVES MICKLEHAM VIC 3064 (Reserve 1 PS418402, Reserve 1 PS442963, Reserve 1 PS534343, Reserve 2 PS534343 and Lot 1 TP950083)**

**THE PERMIT ALLOWS:**

**STAGED MULTI-LOT SUBDIVISION, THE CREATION OF ACCESS ONTO A ROAD ZONE (CATEGORY 1), THE REMOVAL OF NATIVE VEGETATION ON THE SUBJECT LAND (BEING THE SITE, ADJOINING ROADS AND ADJOINING DRAINAGE INFRASTRUCTURE), AND THE REMOVAL OF DRY STONE WALLS IN ACCORDANCE WITH THE ENDORSED PLANS**

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

---

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

---

1. Before a the plan of subdivision is certified for the relevant stage under the Subdivision Act 1988 a Dry Stone Wall Management Plan related to the removal and re-use of the stone from the east- - west orientated dry stone wall in opens pace areas must be submitted and approved to the satisfaction of the Responsible Authority.
2. 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.
3. The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

---

**Date issued: 29 October 2020**

**Signature for the  
responsible authority:**

*Brydon King*

---

4. 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 requiring the depth of interface, general requirements, dwelling setbacks and lot size outcomes required by Table 2 - Sensitive Interface Areas of the incorporated Lindum Vale Precinct Structure Plan.
5. Prior to the removal of native vegetation in any relevant stage (outside of the Lindum Vale NVPP) the permit holder must prepare an updated native vegetation removal plan for that stage to the satisfaction of the responsible authority. The updated native vegetation removal plan must:
  - a) Show native vegetation proposed to be removed
  - b) Show any native vegetation proposed to be retained
  - c) Be accompanied by a report that explains how native vegetation loss has been avoided, minimised and calculates required offsets in accordance Clause 52.17 of the planning scheme and the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017).
  - d) The updated native vegetation removal plan must be prepared to the satisfaction of the responsible authority and submitted for approval. Once approved, the permit holder must comply with the endorsed native vegetation removal plan unless otherwise agreed in writing by the responsible authority.
6. Within 3 months of Council endorsing a native vegetation removal plan for a stage (outside of the Lindum Vale NVPP), the permit holder must provide Council with evidence that the required offset for that stage has been secured. The evidence can be one or both of the following:
  - a) An established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10 year management actions and ongoing management of the site. The applicant must provide the annual offset site report to the Responsible Authority by the anniversary date of the execution of the offset security agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.
  - b) Credit extract(s) allocated to the permit from the Native Vegetation Credit Register. A copy of the offset evidence will be endorsed by the Responsible Authority and form part of this permit. Within 30 days of endorsement of the offset evidence by the Responsible Authority, a copy of the endorsed offset evidence must be provided to the Department of Environment, Land, Water and Planning.
7. The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the written consent of the Responsible Authority.
8. The subdivision of the land must proceed in the order of the stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.

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**Infrastructure Contributions**

9. A Standard Levy, as it applies to a particular stage, in accordance with the provisions of the Lindum Vale Infrastructure Contributions Plan, must be paid by the applicant to Hume City Council after certification of the relevant plan of subdivision for that particular stage within 21 days of the issue of a Statement of Compliance in respect of that plan under the Subdivision Act 1988.
10. Where the subdivision is to be developed in stages, the levies only for that stage to be developed are to be paid to Hume City Council within 21 days of the issue of a Statement of Compliance in respect of that stage.

**Section 173 Agreement**

11. Prior to the certification of a plan of subdivision or at such other time which is agreed between Council and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:
  - c) The implementation of the Public Infrastructure Plan approved under this permit.
  - d) The timing of any payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the Infrastructure Contributions Plan.

The permit holder must pay the reasonable costs of the preparation, execution and registration of this section 173 Agreement.

**Tree Management and Tree Health**

12. A Tree Management Plan for all trees shown to be retained on the approved plans must be prepared by a suitably qualified and experienced arborist and submitted to and approved by the responsible authority. The Tree Management Plan must identify methods and procedures to protect and maintain trees in a healthy and safe condition e.g. above ground pruning requirements. Once approved this plan will form part of the permit.
13. Prior to statement of compliance the methods and procedures detailed in the approved Tree Management Plan must be implemented by a suitably qualified and experienced arborist to the satisfaction of the responsible authority.
14. Prior to statement of compliance for each relevant stage of subdivision, the infrastructure required for the delivery of passive irrigation of River Red Gum trees and local reserves must occur generally in accordance with the document title "Surface/Stormwater Management Strategy, 1960 & 2040 Mickleham Road, Mickleham – Lindum Vale Precinct 1, August 2019" and in addition, include measures to passively irrigate and tree 26 and, if retention is viable, Tree 20 in the NVPP, to the satisfaction of the Responsible Authority

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### Conditions relating to the Conservation Reserve

15. Prior to the Certification of the Plan of Subdivision for relevant stage or otherwise agreed, a two year Conservation Management Plan for the Conservation Reserve must be submitted and approved by the Responsible Authority. This plan must be in accordance with "Land and Biodiversity Guidelines – preparing a Land Management Plan, Hume City Council" and include actions required to bring the Conservation Reserve up to a suitable standard for management handover to the responsible authority. Once approved this plan will form part of the permit.
16. Prior to statement of compliance the methods and procedures detailed in the approved Conservation Management Plan must be implemented by a suitably qualified and experienced conservation land manager to the satisfaction of the responsible authority.
17. Prior to the commencement of works, the boundary of the Conservation Reserve must be fenced on all boundaries in accordance with the Conservation Management Plan, to the satisfaction of the responsible authority. Fill, machinery and building materials must not be placed, even for a short time, in the conservation reserve.
18. At all times the Conservation Reserve must be protected from sediment and any significant changes to overland water flows.
19. Prior to certification of the relevant plan of subdivision, this plan must show the Conservation Reserve as a 'reserve for conservation purposes'.

### Environmental Management conditions

20. Prior to commencement of works, a Construction Site Environmental Management Plan (CSEMP), must be submitted to and approved 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.
21. Prior to commencement of works, contractors must be inducted into the CSEMP and all flora and fauna conservation requirements.
22. The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.
23. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas.
24. Prior to the commencement of works, 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

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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.

#### Conditions relating to sodic and dispersive soils

25. Prior to the commencement of works, a Sodic and Dispersive Soils Management Plan must be prepared by a suitability qualified professional and submitted to the responsibility authority for approval. The plan must include:
- i. The existing site conditions, including:
    - a) extent of sodic and dispersive soils based on topsoil and subsoil samples in the works area.
    - b) land gradient.
    - c) erosion risk mapping.
    - d) the extent of any existing erosion, landslip or other land degradation.;
  - ii. Soils investigation, undertaken by a soil scientist;
  - iii. The extent of any proposed earthworks;
  - iv. Recommendations for soil management practices (including fill) with consideration of anticipated sodic and dispersive soil exposure;
  - v. The management of drainage during all stages of development;
  - vi. The staging of development;
  - vii. Any training and supervisions processes proposed for construction contractors to ensure compliance with the sodic and dispersive soils management plan;
  - viii. Proposed document monitoring and reporting processes that ensure works are undertaken in accordance with the sodic and dispersive soils management plan;
  - ix. Any post-construction monitoring and/or management requirements; and
  - x. Recommendations that inform a site management plan including:
    - a) The management, volume and location of any stockpiles.
    - b) Vehicle access and movement within the site area.
    - c) Any treatment to manage the soil while works are undertaken.
    - d) Treatments to rehabilitate areas that are disturbed during site works.
    - e) Any soil treatment to manage the soil to reduce risk to existing or current
    - f) infrastructure and dwellings.
26. The findings and recommendations of the Sodic and Dispersive Soil Management Plan must be incorporated into all relevant engineering, environment and drainage processes and implemented to the satisfaction of the Responsible Authority.

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**Small Lot Housing Code**

27. 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 (Victorian Planning Authority, November 2019) incorporated pursuant to Clause 72.04 of the Hume Planning Scheme.
28. The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code (Victorian Planning Authority, November 2019) applies to each lot to the satisfaction of the responsible authority.

**Building Envelopes**

29. Before the statement of compliance 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 5 of the building regulations.
30. Before the statement of compliance under the *Subdivision Act 1988* by Council the plan of subdivision must include a restriction that buildings conform to the building envelopes. The restriction must provide for:
- a) buildings to be constructed only in conformity with the approved building envelope plan;
  - b) 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;
  - c) 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 except for the lots in the south west corner between Mt Ridley Road and the next road north and for a depth of two lots fronting Mickleham Road where such envelopes are to remain in perpetuity on those lots;
  - d) 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;
  - e) 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.

**Fire Prevention**

31. The holder of this permit is required to submit a Wildfire Management Plan to Council's Municipal Fire Prevention Officer prior to October each year, for the duration of the subdivision construction.

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**Construction Plans**

32. Prior to the approval of construction plans required under condition 14 of this permit, a detailed drainage strategy plan must be submitted for approval by the responsible authority. The drainage strategy plan must show all drainage discharge points, channel drains, treatment ponds and swales, temporary swales required to discharge stormwater from the subdivision, bunds/ cut off drains required to protect the subdivision from external overland flow and should address the interim responsibility for maintenance of the bunds & temporary swales until the ultimate drainage infrastructure is built, all to the satisfaction of Hume City Council and Melbourne Water.
33. Prior to the commencement of any road and/or drainage works associated with any stage of the subdivision or at such other time which is agreed between Council and the permit holder, detailed design plans must be submitted to and approved by the responsible authority for construction under the provisions of Part 3 of the Subdivisions Act 1988.

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 submitted for stamping approval. The plans must include:

- a) Engineering plans, standard drawings and specifications in accordance with an Infrastructure Design Manual approved by the responsible authority for the proposed works that are to become public assets such as roads, intersections, drains, conduits, bridges, public lighting and the like.
- b) Typical cross-sections for each street type, dimensioning individual elements, such as service offsets, concrete footpaths, shared pathways, kerb and channel, public lighting, cut off drains and any other spatial requirements identified in the Precinct Structure Plan applying to the land.
- c) A table of offsets for all utility services and street trees.
- d) The provision of conduits to service premises fronting on to the roads, created for the more efficient or easy laying, repairing or replacing of water services and gas services.
- e) Details of any water, gas, electricity and/or telecommunication conduits as required by the relevant service provider and/or the responsible authority.
- f) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.
- g) Fully sealed pavements with kerb and channel to dimensions generally in accordance with the relevant road cross sections in the Precinct Structure Plan applying to the land, including traffic management devices where appropriate.
- h) The minimum road reserve for all internal streets must be as per approved PSP, or as otherwise agreed to by the responsible authority.
- i) Where appropriate in accordance with the design guidelines, concrete footpaths on both sides of every road with the exception of any access lane and any other circumstances as agreed with the responsible authority. Traffic calming devices to be provided to the satisfaction of the Responsible Authority.

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- j) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination. Unless otherwise approved, no overland flows will be permitted to be discharged through private property.
- k) Drainage outfall system (both interim and ultimate) indicating legal point of discharge and any access requirements for construction and maintenance.
- l) Underground drainage network (both major and minor) incorporating, as appropriate:
  - i. Easement drainage and inlets for all allotments which slope to the rear.
  - ii. Connection to the underground drainage network for all allotments that slope towards a road.
  - iii. Land required for maintenance access.
  - iv. Watercourses, lakes, wetlands, silt ponds.
  - v. Piped elements (for major drains) showing sizing.
- m) Cut-off drains to intercept stormwater run-off from adjoining properties. Where cut-off drains are placed on adjoining properties in different ownership than the subdivision developer, written approval to construct the cut-off drain along with the creation of an easement over the drain is to be provided by the adjoining land owner.
- n) Temporary turn-around areas within the site for waste collection vehicles (single unit truck) at any temporary dead end of any road.
- o) Court heads designed to allow for sufficient road reserve width to accommodate a three point turn for a single unit truck.
- p) Lane-way 'dead-ends' designed to allow for sufficient road reserve width to accommodate a three point turn for a standard vehicle.
- q) Provision of street trees within the road reserve.
- r) Location and design of street lighting in accordance with the requirements of AS/NZS 1158.1.1:2005, vehicular traffic (category V) lighting, Pedestrian Area (Category P) lighting, Essential Services Commission Public Lighting Code 2005 and AGLE Public Lighting Technical standard. Non standard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.
- s) Any water sensitive urban design (WSUD) features to prevent litter, sediments and oils from entering the drainage system in accordance with *Best Practice Environmental management Guidelines (CSIRO 1999)*.
- t) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).
- u) On street car parking to be provided within each stage to deliver one space per allotment.
- v) Details of any cut and fill.
- w) Details of any traffic control.
- x) Details of any Tree Protection Zones.

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- y) Provision of a vehicular crossing to each lot and municipal reserve created by the subdivision as follows.
  - i. Vehicle crossover layout and specifications which must be designed in accordance with the Standard Drawings.
  - ii. Vehicle crossovers which must be located a minimum 1m from any service facilities.
  - iii. Vehicle crossovers which must be offset a minimum 9m from any side streets from the intersecting property boundaries.
  - iv. Unless an alternative treatment is approved by the responsible authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 3 metres in width (excluding splays) at the kerb.
  - v. Minimum clearance between adjoining vehicle crossing must be 7m at kerb.
- aa) Provision of Fire hydrants as per the requirements of Clause 56.09-3 of the Hume *Planning Scheme*
- bb) Intersection treatments from an existing carriageway designed and constructed in accordance with *AustRoads Guide to Traffic Engineering Practice*, Intersections at Grade.
- cc) Roundabouts must be designed:
  - vi. at the intersection of two connector streets to accommodate an ultra low floor bus (ULFB, 12.5m) through and turning movement.
  - vii. at the intersection of two local access streets to cater for service vehicles through and turning movement.
- dd) Splays (minimum 3m x 3m) which must be provided at all intersections of the local road network.
- ee) Splays of 2m x 2m which must be provided at the intersection with any laneway.
- ff) A CD or email containing the "as constructed drawings" in electronic format in both AutoCAD and PDF format to be forwarded to Council.

The drawings in AutoCAD format are required to meet the following

- viii. Drawings shall be in AutoCAD format, from a version no more than 3 years older than the current version
- ix. Drawings shall be prepared in GDA94 mapping coordinates.
- x. All additional attribute data for subdivision assets must be clearly tabulated on digital drawings
- xi. Where available all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers.

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PDF plans are to comply with the following:

- Pipe offsets for drainage services are to be shown from nearest boundary
  - To be created in archive format. (PDF/A)
  - Are not to have any security modes set.
  - Are to be multi-page single file.
34. Unless agreed to in writing by Council under section 21(1)(b)(ii) of the Subdivision Act 1988, all works shown on the endorsed construction plans must be constructed and are to be completed to the satisfaction of the responsible authority prior to the issue of a Statement of Compliance pursuant to Section 21 of the Subdivisions Act 1988 for the relevant stage.

#### Temporary Drainage Construction

35. Before any works associated with the subdivision start, the need for a temporary retarding basin to mitigate flows from the land or temporary outfall to Melbourne Water's drainage system before permanent drainage infrastructure is in place must be investigated and determined.
36. Any temporary drainage works required must be designed and constructed to the satisfaction of Melbourne Water and the responsible authority.
37. The temporary drainage works must be installed before the issue of a Statement of Compliance for the relevant stage.
38. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a watercourse or easement drain.
39. Polluted drainage must be treated and/or absorbed on the lot from which it emanates to the satisfaction of the responsible authority.

#### Soil/Fill Requirements

40. Prior to the commencement of works, 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.

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**Landscape Requirements**

41. The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 copies of landscape development plans for all open space, streetscape developments and landscape elements. When approved the plans will be endorsed and will then form part of the permit. The development of these areas, including fencing of all reserves must be completed in accordance with the approved plans prior to the issue of a Statement of Compliance. Prior to Statement of Compliance for the stage that includes the active open space reserve, the shared paths within the reserve are required to be constructed in accordance with approved Subdivision Concept Plan.
42. Prior to commencement all trees to be retained are to be fenced with 1.8m temporary fencing 1m beyond the Tree Protection Zone.
43. Prior to Statement of Compliance all trees to be retained are to have weeds controlled and mulch applied to 1m beyond the Tree protection Zones, and pruning works carried out to ensure maximise public safety and tree longevity to Council's satisfaction.
44. Following approval of the landscape development plans, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer a copy of the specification and an estimate of costs for all works.
  - a. In accordance with the Subdivision Act 1988, payment will be required for works within the road reserves at the following rates:
  - b. plan checking fee: 0.75% of the value of the works;
  - c. supervision fee: 2.5% of the value of the works.
45. Prior to Statement of Compliance, Council requires payment of
  - a set plan checking and supervision fee for all reserves, in accordance with Council's currently adopted fees and charges.
  - 35% Maintenance Bond to the satisfaction of Council.
46. Prior to Statement of Compliance, Council requires that all naturestrips and disturbed areas are stabilised with hydroseeding in accordance with standard note required on all approved civil plans. These works are unable to be bonded.
47. The contractors undertaking the associated landscape development works must arrange a pre-construction meeting with Council's Subdivision Landscape Officer prior to commencement of any works.
48. The Responsible Authority must be notified of the completion of the public open space/landscape areas, and an inspection undertaken before the maintenance period is to commence. The open space areas/landscape must be maintained for a minimum period of two (2) years after completion.

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49. Council requires that developers forward 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.
50. At the end of the specified maintenance period, the developer should request an end of maintenance inspection. This inspection will ensure that the asset has been maintained to the prescribed standard and can be handed over to Council.
51. Prior to commencement of the maintenance period, the owner or developer under this permit will be required to provide a safety and functional audit for the design and construction of all raingardens, bioretention, sediment collection facilities and wetlands, and to complete any rectification works required under that audit.
52. Prior to handover Council, the owner or developer under this permit will be required to provide a functional audit - including infiltration tests - for all Water Sensitive Urban Design elements (including tree pits, raingardens, bioretention, sediment collection facilities and wetlands), and to complete any rectification works required under that audit.
53. Landscape development plans for playgrounds must show in colour all fall zones for all play equipment in accordance with Australian Standards for playgrounds, and must be accompanied by a completed Playspace Design Checklist
54. Prior to commencement of the maintenance period, the developer must provide a Certificate of Compliance to show that the playground meets Australian Standards.
55. Prior to handover to Council the developer must provide a playground condition audit conducted by a suitably qualified playground auditor.
56. Complete records of all playground inspections and maintenance works carried out during the maintenance period must be forwarded to Council at handover.
57. No trees are to be removed as part of this development without the prior written approval of the Responsible Authority. Any street or reserve trees approved to be removed and/or replaced are to be removed and/or replaced by Council at the owner's or developer's expense or as otherwise agreed.
58. In order to prevent driver confusion and disorientation, headlight glare planting is required to be approved by Council for all road reserves between parallel roads in this development.

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**Road Network**

59. Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.
60. Land required for road widening, including right of way flaring for the ultimate design of any intersection within an existing or proposed local road, must be transferred to or vested in Council at no cost to the acquiring agency unless funded by the Lindum Vale Infrastructure Contributions Plan.

**Land vested in Council or other Authorities**

61. The costs associated with effecting the transfer or vesting of land required for community facilities, public open space, conservation areas or road and intersection projects must be borne by the permit holder.
62. Land required for community facilities, public open space, conservation areas or road and intersection projects must be transferred to or vested in the relevant public agency with any designation (e.g. road, reserve or lot) nominated by the relevant agency.
63. Within 4 weeks of the registration of the Plan of Subdivision at the Land Titles Office the following documents must be provided to the Responsible Authority:
- A Certificate of Title for all land vested in the Responsible Authority on the Plan of Subdivision; and
  - A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Titles office.

**Biodiversity, Native Vegetation Protection**

64. Prior to commencement of works in or around a conservation area, scattered native tree or patch of native vegetation, the developer of the land must erect a conservation area/vegetation protection fence that is:
- Highly visible;
  - At least 2 metres in height;
  - Sturdy and strong enough to withstand knocks from construction vehicles;
  - Kept in place for the whole period of construction; and
  - Located the following minimum distance from the element to be protected:

Conservation reserve	2 metres from the edge of the area
Scattered tree	the distance between the tree trunk and the edge of the canopy
Patch of native vegetation	2 metres from the edge of the patch

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65. 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 required protective 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; and
  - d. Not be undertaken if the qualified ecologist or arborist who is familiar with the requirements of the incorporated Precinct Structure Plan is of the opinion that the various
  - e. activities presents a risk to any vegetation within a conservation reserve.
66. The Salvage and Translocation Protocol for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2014) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning.
67. Street trees and public open space landscaping should contribute to habitat for indigenous fauna species in particular arboreal animals and birds
68. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
69. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas.
70. Before the felling of any trees with nest or hollows the tree must be examined for fauna by a suitably qualified zoologist. If native fauna species are found, they must be salvaged and relocated where possible to the nearest suitable habitat, in consultation with the Department of Environment, Land, Water and Planning.

#### Conditions from the NVPP

71. Prior to the beginning of any works authorised by this permit a statement of intention must be provided to the satisfaction of the responsible authority.

The statement must include:

  - a. The purpose of the subdivision.
  - b. Evidence that an offset has been secured. The offset must meet the offset requirements set out in this NVPP and delivered in accordance with the requirements of Guidelines for the removal, destruction or lopping of native vegetation. Offset evidence can be:
    - i. A security agreement (signed by both parties) to the required standard for the offset site or sites, including a 10 year offset management plan.

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- ii. An allocated credit extract from the Native Vegetation Credit Register.
72. The removal, destruction or lopping of native vegetation must be in accordance with the Lindum Vale NVPP or this permit. Only the native vegetation which is identified for removal in the Lindum Vale NVPP or this permit may be removed, destroyed or lopped. Native vegetation which is identified for removal in the Lindum Vale NVPP or this permit can only be removed if the purpose of its removal is in accordance with the purpose of this NVPP.
  73. Prior to the removal of any native vegetation, or prior to the commencement of works, all native vegetation identified in this NVPP as to be retained must be protected by high visibility fencing, as follows:
    - a. Fencing around scattered trees and trees within patches of native vegetation must meet the minimum standards for a tree protection zone described in AS 4970-2009 Protection of trees on development sites or succeeding Australian Standard.
    - b. Fencing around patches of native vegetation must be erected at a minimum distance of 2 metres from the retained native vegetation.
    - c. Except with the written consent of the Responsible Authority, within the native vegetation protection areas,
    - d. No vehicular or pedestrian access, trenching or soil excavation is to occur;
      - No storage or dumping of tools, equipment or waste is to occur; and
    - e. No entry and exit pits for underground services are to be constructed.
  74. Prior to felling of any tree which may be removed, the tree must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. Whenever possible tree removal should not occur during spring and early summer to avoid disturbing active nests. If native fauna species are located, they must be salvaged and relocated to the closest suitable vegetation, in consultation with DELWP and the Responsible Authority.
  75. All indigenous trees permitted to be removed must be relocated into protected conservation areas within the NVPP or a nearby conservation reserve for inclusion as large logs, in consultation with DELWP and the Responsible Authority. These logs must be cut into a minimum of 1.5 metre lengths and placed into the conservation areas under the direction of a suitably qualified ecologist or Council environment officer, with the written consent of the Responsible Authority.
  76. Any construction stockpiles, fill and machinery must be placed at least 30 metres away from areas supporting native vegetation and drainage lines, or to the satisfaction of the responsible authority.
  77. Prior to the removal of vegetation the Responsible Authority and/or DELWP must be given an opportunity to salvage genetic material from flora species for use in nearby Public Reserves.

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78. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control, EPA, 1991.
79. Water run-off must be designed to ensure that native vegetation to be retained is not compromised.

**The following conditions are required by Public Transport Victoria:**

80. Unless otherwise agreed by Public Transport Victoria, prior to the issue of Statement of Compliance for any subdivision stage, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:
  - a) In accordance with the Public Transport Guidelines for Land Use and Development; and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002.
  - b) At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

**The following conditions are required by Melbourne Water**

81. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
82. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
83. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
84. Prior to Certification of any Plan of Subdivision associated with the application, a updated stormwater management strategy must be submitted and approved by Melbourne Water and Hume City Council. The strategy must demonstrate the following:
  - a. The proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event;
  - b. That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
  - c. 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;
  - d. Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.

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85. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
86. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
87. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600mm above the 1 in 100 year flood level associated with any existing or proposed Melbourne Water wetland, retarding basin or waterway.
88. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
89. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
90. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
91. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
92. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Land Development Manual.
93. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
94. The developer is to negotiate with the downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
95. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
96. 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.

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**The following conditions are required by Yarra Valley Water:**

97. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.
98. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of recycled water services
99. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

**The following conditions are required by AusNet:**

100. Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
101. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
102. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
103. Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of "Power Line" in the favour of "AUSNET ELECTRICITY SERVICES PTY LTD" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
104. Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
105. Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
106. Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
107. Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.

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108. Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
109. Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
110. Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

**The following conditions are required by Jemena:**

111. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Jemena Electricity Networks (Vic) Ltd in accordance with Section 8 of that Act.
112. The applicant shall:
  - a. enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Jemena Electricity Networks (Vic) Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
  - b. where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation rules issued by the Local Government electricity Supply Association (Vic) and Distribution Authorities to the extent determined by Jemena Electricity Networks (Vic) Ltd.

**The following conditions are required by Department of Transport:**

113. Prior to commencement of any works within the subdivision, the following functional layout plans must be submitted to the Head, Transport for Victoria for approval. The plans must be drawn to scale with dimensions and two copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
  - a. Interim signalised intersection of Mickleham Road and Mt Ridley Road generally in accordance with the plan prepared by Traffix Group ( DWG. No. G25163-D-03. Dated 28 April 2020, Issue A);
  - b. Ultimate signalised intersection of Mickleham Road and Mt Ridley Road;
  - c. Relevant Traffic analysis;
  - d. Access to the Mickleham Primary School to be modified as necessary;
  - e. Section Mt Ridley Road in front of this site showing the proposed service road at the ultimate location;

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114. Before the plan of subdivision is submitted to the Responsible Authority for certification under the Subdivision Act 1988, amended plans must be submitted to and approved by the Head, Transport for Victoria. The plans must be generally in accordance with the plans submitted with the application and the concept plan prepared for Mt riddle Road, but modified to show:
  - a) Overlay the ultimate concept road alignments for Mickleham Road and Mt Ridley Road onto the Plan of Subdivision, to demonstrate that adequate land has been set aside to accommodate the future road widening works including signalised intersection treatments.
  - b) Any land set aside as Road must be labelled "ROAD" on the plan of subdivision.
  - c) All land to be vested as road or reserve, for which the Head, Transport for Victoria is to be responsible, must be vested in the name of the Head, Transport for Victoria.
  - d) Any land to be set aside as Reserve for which the Head, Transport for Victoria is to be responsible must be labelled "RESERVE FOR USE OF THE HEAD, TRANSPORT FOR VICTORIA" on the plan of subdivision.
115. Prior to the issue of a Statement of Compliance for the Stage 16 of subdivision, the following road works must be completed, at no cost to the Head, Transport for Victoria and to the satisfaction of the Head, Transport for Victoria and the Responsible Authority:
  - a) The proposed interim signalised intersection of Mickleham Road and Mt Ridley Road or as otherwise agreed to by the Head, Transport for Victoria including any associated works.
116. Prior to the certification of Stage 21 of subdivision and prior to opening of any traffic at the left-in, left-out access to Mickleham Road, the following functional layout plans must be submitted to the Head, Transport for Victoria for approval. The plans must be drawn to scale with dimensions and two copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
  - a) The proposed left-in left-out access point including left turn declaration lane (interim & ultimate) and any treatment to restrict right turns into the site.
117. Prior to the issue of a Statement of Compliance for the Stage 21 of subdivision, the following road works must be completed, at no cost to the Head, Transport for Victoria and to the satisfaction of the Head, Transport for Victoria and the Responsible Authority:
  - a) The proposed let-in left-out access to Mickleham Road and any associated works as approved by the Head, Transport for Victoria.
118. Prior to the issue of a Statement of Compliance for the Stage 21 of subdivision, a design for a speed limit reduction to 80km/h along Mickleham Road must be undertaken and provided to the Head, Transport for Victoria for approval. The speed limit reduction must be implemented before the intersection is operational, at no cost to and to the satisfaction of the Head, Transport for Victoria

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### Telecommunications

119. The owner of the land must enter into an agreement with:
- a. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time;
  - b. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an areas where the National Broadband Network will not be provided by optical fibre.
120. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

### Subdivision Expiry

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

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

### NOTES:

1. The definition of fill for the purposes of the Soil and Fill Recovery Plan condition includes any soil, rock, substrate, clay, sand or other natural material generated through the excavation of the site.

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responsible authority:**

*Brydon King*

## IMPORTANT INFORMATION ABOUT THIS PERMIT

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### WHAT HAS BEEN DECIDED?

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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**.)

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### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

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### WHEN DOES A PERMIT BEGIN?

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A permit operates:

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

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### WHEN DOES A PERMIT EXPIRE?

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

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### WHAT ABOUT REVIEWS?

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- (a) 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.
- (b) 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.
- (c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- (d) An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- (e) An application for review must state the grounds upon which it is based.
- (f) A copy of an application for review must also be served on the responsible authority.
- (g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

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**Signature for the  
responsible authority:**

*Brydon King*