Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

DATED

CONTRACT OF SALE OF REAL ESTATE

Lot 27, 70 Providence Road, Greenvale 3059

HWL Ebsworth, LAWYERS
Level 8
447 Collins Street
MELBOURNE VIC 3000
DX 564 MELBOURNE

Tel: (03) 8633 7500
Fax: 1300 365 323
Ref: FX:JLB:1075703
(Registered Lot Contract)

FORM 1

Estate Agents Act 1980 Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

Property Address: Lot 27, 70 Providence Road, Greenvale 3059

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

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 **Section 31, Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

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 agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /

Print name of person signing:

State nature of authority if applicable (eg. director, attorney under power of attorney):

Print name of person signing:

State nature of authority if applicable (eg. director, attorney under power of attorney):

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

SIGNED BY THE VENDOR on / /

Print name of person signing: George Kostandinov

State nature of authority if applicable (eg. director, attorney under power of attorney):Director - Grange Greenvale Pty Ltd

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

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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Jason Real Estate (Sales) Pty Ltd

Address: 201B Melrose Drive Tullamarine Vic 3043

Phone: 9338 6411 Mob: Email: contact@jasonrealestate.com.au

VENDOR

Name: Grange Greenvale Pty Ltd A.C.N. 611 484 014

Address: 2203/81 South Wharf Drive, Docklands 3008

Phone: Fax: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: HWL Ebsworth Lawyers

Address: Level 8, 447 Collins Street, Melbourne 3000

DX: 564 Melbourne

Phone: 03 8644 3533 Fax: 1300 365 323 Email: jbutcher@hwle.com.au

PURCHASER

Name:

Address:

Phone: Fax: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Ref:

Address:

DX:

Phone: Fax: Email:

PROPERTY ADDRESS

Lot 27, 70 Providence Road, Greenvale 3059

LAND

The land described in the attached copy title(s) and plan(s) as:
Lot 27 on Plan of Subdivision No. PS839321B being the whole of the land described in the corresponding certificate of title set out in Schedule 1 and excludes any other lot set out in Schedule 1

GOODS

Nil – Vacant Land

PAYMENT

Price $

Deposit $ being an amount equivalent to _____% of the Price with $_____ payable on the signing hereof and balance due on _____/_____/_____

Balance $ payable at settlement

GST (refer to general condition 13)

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

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

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

SETTLEMENT

is due _____

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box: in which case refer to general condition 1.1.

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

.....

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

ENCUMBRANCES

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

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

.....

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appears in this box:

special conditions

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: ____/____/____

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Schedule 1

Property Description

LOT	VOLUME	FOLIO	ADDRESS
1	12500	549	68 Providence Road, Greenvale 3059
2	12500	550	70 Providence Road, Greenvale 3059
8	12500	556	14 Ned Road, Greenvale 3059
11	12500	559	20 Ned Road, Greenvale 3059
12	12500	560	33 April Street, Greenvale 3059
13	12500	561	31 April Street, Greenvale 3059
18	12500	566	14 April Street, Greenvale 3059
19	12500	567	16 April Street, Greenvale 3059
21	12500	569	13 Ned Road, Greenvale 3059
23	12500	571	9 Ned Road, Greenvale 3059
24	12500	572	11 Elise Street, Greenvale 3059
25	12500	273	9 Elise Street, Greenvale 3059
26	12500	574	5 Ned Road, Greenvale 3059
27	12500	575	3 Ned Road, Greenvale 3059
28	12502	035	72 Providence Road, Greenvale 3059
70	12500	576	74 Providence Road, Greenvale 3059

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

SPECIAL CONDITIONS

1. Interpretation and definitions

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

Act means the *Sale of Land Act* 1962.

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

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

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

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

Council means Hume City Council.

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

Deposit means the deposit specified in the Particulars of Sale.

Development means any dwellings, structures and improvements constructed or to be constructed on the Development Land.

Development Land means the land owned by the Vendor known as 70 Providence Road, Greenvale 3059, and where the context admits or requires includes the Property.

Development Works means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Development Land and the construction of other lots on the Development Land and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks.

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

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

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Withholding Amount means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

Guarantee means the form of guarantee annexed to this Contract as Annexure A.

Lot means the lot number specified in the Particulars of Sale.

MCP means the Memorandum of Common Provisions, being proposed restrictions to be imposed on registration of the Plan of Subdivision, a draft copy of which is included in the Vendor's Statement.

Permit means the Planning Permit P22275 issued by Council, a copy of which is attached to the Vendor's Statement.

Plan of Subdivision means the registered Plan of Subdivision no. PS839321B a copy of which is annexed to the Vendor's Statement.

Planning Agreement means one or more agreements pursuant to Section 173 of the *Planning & Environment Act* 1987 with the Council (or its successor).

Planning and Building Controls means the Restrictions, the MCP, this Contract and any other matters set out in Special Condition 27.

Property means the property described as such in the Particulars of Sale.

Restrictions means the restrictions created on registration of the Plan of Subdivision.

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

Settlement Date means the date when Settlement occurs.

SRO means the State Revenue Office of Victoria.

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

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

Withholding Law means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

1.2 In this Contract, unless the context otherwise requires:

(a) words importing:

(i) the singular include the plural and vice versa; and

(ii) any gender includes the other genders;

(b) an obligation of two or more parties shall bind them jointly and severally;

(c) if a word or phrase is defined cognate words and phrases have corresponding definitions;

(d) a reference to:

(i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;

(ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;

(iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

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

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

1.5 The following General Conditions are deleted:

(a) General Condition 1.3;

(b) General Condition 2.6;

(c) General Condition 2.7;

(d) General Condition 5;

(e) General Condition 6;

(f) General Condition 7;

(g) General Condition 8;

(h) General Condition 9;

(i) General Condition 10.3;

(j) General Condition 11.6;

(k) General Condition 13;

(l) General Condition 14;

(m) General Condition 15;

(n) General Condition 23;

(o) General Condition 26,

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

2. Acknowledgment

2.1 The Purchaser acknowledges:

(a) having received from the Vendor:

(i) the Vendor's Statement executed by the Vendor; and

(ii) a copy of this Contract;

(b) that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's agent;

(c) that the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract;

(d) that the Purchaser must disclose to any financier, valuer, governmental authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party; and

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

3. Whole Contract

3.1 This Contract contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties (other than warranties set out in this Contract), or commitments in relation to, or in any way affecting, the subject matter of this Contract are superseded by this Contract and are of no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.

3.2 No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between any of the parties.

3.3 The Vendor gives no warranty and makes no representation as to the fitness of the Property for the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy itself in this regard.

3.4 Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor shall not be bound by it and the Purchaser must not rely upon any such representation and or advice.

3.5 Without limiting this Special Condition 3, the Purchaser acknowledges that no information, representation or warranty made by the Vendor, the Vendor's Agent (if any) or any other party was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that:

(a) no information, representation or warranty has in fact been relied upon;

(b) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the Development including but without limitation the Property, construction of any building on the Property, planning restrictions, building regulations and the suitability of the Property for the Purchaser's intended use; and

(c) the Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition subject to any defects whether latent or patent.

4. Finance

4.1 The parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

4.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale and refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

5. Identity of Land

5.1 The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Lot. Subject to the provisions of the Act, the Purchaser accepts as identical with the land the lot bearing the same number on the Plan of Subdivision when registered as the lot number specified in the title particulars set out in the Particulars of Sale or if the lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser shall accept as identical with the land the lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as is indicated on the Plan of Subdivision included in the Vendor's Statement attached to this Contract as being occupied by the lot specified in the title particulars set out in the Particulars of Sale.

5.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for:

(a) any actual or alleged misdescription of the Property or deficiency in its area or measurements; or

(b) any minor variations (being variations which will not materially affect the Property) between the Property as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

(c) any other amendments or variations on the Plan of Subdivision which do not affect the Property.

6. Condition of Land

6.1 The Purchaser acknowledges that it has purchased the Property in its present condition and has entered into this Contract on the basis that it:

(a) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Property or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property;

(b) releases and discharges the Vendor and its successors, assigns, employees and agent from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Property and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and

(c) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage. liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Property (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

7. Planning Restrictions

7.1 The Purchaser buys the Property subject to any restriction on the use of the Property pursuant to any planning scheme, order, regulation, rule, permit or condition imposed by any authority empowered by statute or otherwise to control the use of the Property. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such restriction.

7.2 The Purchaser agrees to comply with the provisions of any planning permit or permits as they affect the use and development of the Property.

7.3 The Purchaser acknowledges the Vendor may apply for amendments to existing planning permits or one or more new planning permits or amendments to the Planning Scheme in connection with any Development Works. The Purchaser must not unreasonably:

(a) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Development Works;

(b) oppose, or assist or encourage the opposition of, any amendment to the Planning Scheme proposed by or on behalf of the Vendor to enable the Development Works;

(c) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the Planning Scheme which relates to any proposed Development Works; or

(d) make any requisitions or objections, claim compensation or refuse or delay payment of the Price or rescind or terminate this Contract on account of any amendment or proposed amendment to the Permit or the grant of any new planning permit in relation to the Property.

8. Deposit

8.1 **Payment of Deposit**

The Purchaser must pay the Deposit to the Vendor's Legal Practitioner on the Day of Sale (time being of the essence) and it must be held by the Vendor's Legal Practitioner as stakeholder for the parties.

8.2 **Investment**

The Vendor and Purchaser authorise the Vendor's Legal Practitioner to invest the Deposit in a separate interest-bearing trust account at a Bank. The Purchaser must not make any claim on the Vendor's Legal Practitioner for any matter arising out of this Special Condition 8.2 and the Purchaser releases the Vendor's Legal Practitioner from all claims in that regard.

8.3 **Tax file number**

(a) Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Legal Practitioner or to the Bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor's Legal Practitioner verification of this from the Bank.

(b) The Purchaser acknowledges that if the Purchaser fails to notify the Vendor's Legal Practitioner or the Bank of the Purchaser's tax file number as required by Special Condition 8.3(a), withholding tax may be deducted from the interest earned on the invested Deposit at the top marginal rate.

8.4 **Entitlement to interest**

(a) The interest earned on the Deposit (if any) will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If this happens, then, subject to Special Condition 8.3, interest earned on the Deposit (if any) will belong to the Purchaser.

(b) If the Purchaser fails to notify the Vendor's Legal Practitioner of the Purchaser's tax file number as required by Special Condition 8.3(a) and withholding tax is deducted from the interest earned on the invested Deposit and the Vendor becomes entitled to the Deposit, the Purchaser must pay or allow to the Vendor the amount of any withholding tax that is deducted due to the Purchaser's failure to provide the Vendor's Legal Practitioner with the Purchaser's tax file number.

9. Purchaser indemnity

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

(a) the *Duties Act* 2000 relating to the Contract and the instrument of transfer of land;

(b) the Property, however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring after the Settlement Date by which the Vendor may become liable in any way, unless the Vendor has contributed to the same; and

(c) any liability including any penalty or interest under the *Duties Act* 2000 relating to this Contract, any substitute contract of sale of real estate or the transfer or any transfer or conveyance under any substitute contract of sale of real estate.

10. Purchaser to procure execution of guarantee

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

11. Default

11.1 If the Vendor gives to the Purchaser a notice of default under this Contact, the default will not be remedied until all of the following have occurred:

(a) the remedy by the Purchaser of the relevant default;

(b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the Property, calculated from the designated Settlement Date;

(c) the payment of the Vendor's solicitors legal costs (on an indemnity basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary instructions and advice; and

(d) the payment of interest under Special Condition 12.

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

11.3 If the Purchaser fails to tender the whole of the balance of the Purchase Price payable on the Settlement Date or purports to make any retention or withholding of the balance of Purchase Price payable at the Settlement Date for any reason whatsoever, the Purchaser shall be in substantial breach of this Contract and without prejudice to any other rights of the Vendor contained in this Contract:

(a) the Vendor may terminate this Contract and the deposit monies shall be forfeited to the Vendor;

(b) the Purchaser is liable to pay the amounts set out in Special Condition 11.1; and

(c) the Purchaser must pay to the Vendor at settlement an administration fee of $500.00 in addition to all other amounts owing to the Vendor under this Contract.

12. Default interest

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

13. Waiver

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

acceptance by the Vendor of moneys tended by the Purchaser not in accordance with this Contract. Time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

14. Adjustment of rates

14.1 All rates, assessments and outgoings (collectively referred to as **the outgoings**) in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date.

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

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

14.4 This Special Condition 14 will not merge on settlement.

15. Development

15.1 The Purchaser acknowledges and agrees that:

(a) the Property forms part of an overall subdivision of the whole or part of the Development Land and that the Development Land will be a mixed use development, with the Vendor considering various options to develop all or part of the balance of the Development Land for a variety of possible purposes including residential;

(b) any promotional material prepared by the Vendor with respect to the possible use of the Development Land does not constitute promises or representations on the part of the Vendor that the balance of the Development Land or any part of it will be developed for any of the purposes disclosed in the promotional material;

(c) the Vendor is continuing to consider development options for the balance of the Development Land and may in its discretion decide to proceed with development of only part of it (for any one or more of the uses referred to in Special Condition 15.1(a) and/or for any other purpose) or not develop it at all;

(d) the Vendor has given no promises or representations as to the timing of any development of the Development Land; and

(e) the subdivision development, use and management of all or any part of the Development Land, including the Property will be subject to the lawful directions, requirements, licences or permits from time to time issued by the Council or any other governmental authority and the Vendor will be bound to comply with such directions, requirements, licences or permits.

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

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

16. Development Works

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

16.2 The Purchaser acknowledges and agrees that:

(a) at the Settlement Date, the construction of the Development Works may not be wholly completed;

(b) the Vendor and any contractor contracted for works on any part of the Development Land may enter and carry out other Development Works on other lots on the Plan of Subdivision and the construction of one or more new buildings and for that purpose may bring upon the Development Land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;

(c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date;

(d) any contractor working on the Development Land shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access; and

(e) the Purchaser is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of any Development Works which the Vendor is permitted by Council to complete after registration of the Plan of Subdivision.

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

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

16.5 Without limiting any other provision of this Contract, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or withhold any part of the Balance of the Price or delay settlement by reason of:

(a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;

(b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Development Land for the purpose of:

(i) gaining access or egress to any part of the Development Land or any adjoining land whether by foot or in vehicles and heavy machinery; or

(ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development;

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

(c) any easements restrictions or other encumbrances created or implied by the *Subdivision Act* 1988 (Vic) or executed by the Vendor as provided for elsewhere in this Contract, in particular under Special Condition **Error! Reference source not found.**;

(d) construction of any services on or under the Development Land which may not be protected by easements;

(e) any alteration to the area or dimensions of the Development Land;

(f) non-completion of the facilities to be constructed on the Development Land;

(g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Development Land;

(h) any boundary on the Development Land not being fenced or any boundary fence or wall not being on or within the boundary; and

(i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

16.6 The Purchaser acknowledges that:

(a) the Development Works are to be constructed under a separate contract that is a major domestic building contract or other building contract; and

(b) the Contract is not a building contract to which the Domestic Building Contracts Act 1995 (Vic) applies.

17. Services

17.1 The Purchaser acknowledges that the Property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas, electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation or terminate or rescind this Contract or delay settlement or withhold any part of the Price in respect of any of the following:

(a) the nature, location availability or non-availability of any such installations, services and utilities;

(b) if any such service is a joint service with any other land or building;

(c) if any such service for any other Property or building or any parts or connections therefore pass through the Property;

(d) if any sewer or water main or connection passes through in or over the Property;

(e) if there is a man hole or vent on the Property; or

(f) if because of or arising out of any such limitations, services and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

18. Fencing

18.1 The Purchaser may not make any claim against the Vendor for any fencing costs or expenses where the Vendor owns land adjoining the Property.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

18.2 The Purchaser acknowledges and agrees that it may not ask the Vendor to contribute towards any fencing costs because the Price in this Contract has already been reduced by an amount assessed by the Vendor to cover the Vendor's estimated expenses in respect of contributions as adjoining proprietor to the costs of fencing to the Property.

18.3 The Purchaser agrees with the Vendor that if before the date of this Contract, the Vendor has received one or more fencing notices from the owner or owners of land adjoining the Property, the Purchaser agrees to pay to the Vendor on the settlement the half share cost set out in each of the fencing notices by way of reimbursement for the contribution which the Vendor will be required to make under the fencing notices.

18.4 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 18.

18.5 This Special Condition 18 shall not merge upon settlement and shall enure for the benefit of the Vendor.

19. Foreign Investment Review Board

19.1 The Purchaser warrants to the Vendor that:

(a) this Contract is not examinable by the Foreign Investment Review Board (**FIRB**) under the *Foreign Acquisitions and Takeovers Act* 1975 (**FIRB Act**); or

(b) where this Contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.

19.2 The Purchaser must indemnify and keep indemnified the Vendor against any loss, damage or liability the Vendor may suffer or incur as a result of a breach of the warranty in this Special Condition.

20. GST

20.1 In this Contract and unless the context otherwise requires:

GST means a tax that is payable under the GST Law;

GST Law has the meaning given by Section 195-1 of the *A New Tax System (Goods and Services Tax) Act* 1999.

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

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

20.4 If a supplier makes a supply under or in connection with this Contract to a recipient which is a taxable supply that is not a supply of real property and is not a supply the consideration for which is specifically described as GST-inclusive, then:

(a) the consideration is increased by and the recipient must also pay to the supplier an amount equal to the GST payable by the supplier on that supply; and

(b) subject to Special Condition 20.6, the amount by which the GST exclusive consideration is increased must be paid to the supplier by the recipient at the time at which the GST exclusive consideration is payable.

20.5 If this Contract requires a party to pay for, reimburse or contribute to any expense or liability (**reimbursable expense**) incurred by the other party (**payee**) to a third party, the amount to be paid, reimbursed or contributed the amount to be paid, reimbursed or contributed must be charged by the third party or payee as a taxable supply subject to Special Condition 20.6 or otherwise will be the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

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

21. Non-merger

Obligations under this Contract which have not been satisfied or performed by the Settlement Date remain in full force and effect irrespective of settlement and do not merge on the transfer of the Property.

22. Time of the essence

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

23. Planning and building controls

23.1 **Restrictions**

(a) The Purchaser hereby covenants and agrees with the Vendor to be bound by the Restrictions on and from Settlement.

(b) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.

(c) If the Purchaser breaches its obligations under Special Condition 23.1(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor for all expenses incurred in rectification.

23.2 **Purchaser Covenants**

The Purchaser:

(a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;

(b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:

(i) will not merge on completion of this Contract; and

(ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns.

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

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

(d) first, the Restrictions; and

(e) third, these Special Conditions.

23.3 **Rescode**

The Purchaser acknowledges being made aware of the recent introduction of changes to town planning and building controls, known as ResCode, which legislation sets standards for building

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

heights, setbacks, access to daylight, overlooking and overshadowing. The Purchaser shall make no claim against the Vendor in respect of any Rescode requirements, in respect of the Purchaser's proposed use or development of the Property.

23.4 **Bushfire Attack Level**

Without limiting Special Condition 3 of this Contract, the Purchaser acknowledges and agrees:

(a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (**BAL**) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;

(b) the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;

(c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;

(d) that no information, representation or warranty was made by the Vendor, the Vendor's Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:

(i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and

(ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;

(e) that it must not make any requisitions or objections, claim any compensation or refuse or delay payment of the Price or rescind, terminate or delay settlement on account of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

23.5 **Vendor Access**

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

24. Community Infrastructure Levy

24.1 **Acknowledgment**

The Purchaser acknowledges and agrees that:

(a) the Planning and Building Controls and Planning Documents indicate that a community infrastructure levy must be paid in relation to the development of the Property prior to a building permit being issued;

(b) between the Day of Sale and the Settlement Date, the Authority may increase the community infrastructure levy from time to time;

(c) the Purchaser must pay the community infrastructure levy in relation to the development of the Property (as increased from time to time) before obtaining a building permit in respect of the development of the Property or when requested to do so by the Vendor in writing including prior to the Settlement Date under this Contract;

(d) if requested by the Vendor in writing, the Purchaser agrees that the community infrastructure levy in relation to the development of the Property will be adjusted against the Purchaser on the Settlement Date; and

(e) the Purchaser must not make any claim, requisition or objection or be entitled to any compensation from the Vendor in respect of any community infrastructure levy which is payable in relation to the Property.

25. National Broadband Network and fibre-to-the-premises

25.1 The Purchaser acknowledges and agrees that:

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

(b) any failure to comply with the NBN Co In-Home Wiring Guide in construction and works on the Property will prevent the Purchaser from connecting to the NBN or will require the Purchaser to incur additional costs in order to connect to the NBN.

25.2 The Purchaser further acknowledges and agrees that:

(a) the Vendor is only responsible for, and will enter into an agreement with NBN Co for, the provision of pit and pipe infrastructure on the Development Land and the Vendor is not responsible for actual connection of the Property to any services through the NBN;

(b) the Vendor will not, and Telstra or any other telecommunications provider (**Telco**) will not, install or provide any form of copper wiring to the Property; and

(c) the Purchaser must make no requisitions or objections, nor claim compensation or refuse or delay payment of the Price on account of any matter in this Special Condition 25.

25.3 The Purchaser acknowledges that the Vendor makes no representations nor gives any warranties in respect of any NBN services offered or supplied to the Property by any Telco or other service provider, and that the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use, terms and conditions which apply to such offers.

25.4 The Purchaser agrees that the Vendor may disclose the Purchaser's name, contact details and the Lot in this Contract to NBN Co or any Telco or service provider who offers, or is considering offering, services via the NBN to or at the Property so that NBN Co or the Telco or service provider can provide details of offers for such services to the Purchaser.

25.5 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 25.

26. Settlement

26.1 On the Settlement Date, settlement must be effected prior to 5:00 pm at the offices of the Vendor's Solicitor or at such other place as the Vendor or the Vendor's Solicitor may direct.

26.2 At settlement in addition to any other matter, the Purchaser must pay to the Vendor the Balance of the Price less any deductions provided herein, by an unendorsed bank cheque or bank cheques in favour of the Vendor or as the Vendor or the Vendor's Solicitor may direct in writing.

26.3 At settlement the Purchaser must pay the fees on up to five cheque bank cheques.

26.4 If settlement is effected later than 5:00 pm on the Settlement Date, settlement shall be deemed to have occurred on the business day following the day on which payment of the Balance of the Price is made and the Purchaser will be deemed to have made a default in payment of the Balance of the Price, so that the Vendor will be entitled to interest for the intervening days.

26.5 The Purchaser is not entitled to call for or receive at settlement or at any other time a Form 312 or any other release or letter of comfort or discharge of any charge registered under the *Corporations Act* 2001 over the Property, the Development Land or the assets and undertaking of the Vendor generally. If the Vendor provides a Form 312, the Purchaser must pay any registration fee and arrange for lodgement at its expense.

26.6 The Purchaser acknowledges and agrees to pay an administration fee of $250.00 plus GST to the Vendor's Solicitor should a request for an extension of time for settlement be requested and such fee will be payable at settlement and any failure to pay such fee will be a breach of this Contract and the Vendor will rely on Special Condition 11.

27. Insolvency and incapacity

27.1 If before completion of this Contract:

(a) the Purchaser, being a natural person:

(i) dies;

(ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;

(iii) is sentenced to imprisonment for a term exceeding one month; or

(iv) is a protected person under any legislation or an involuntary patient or security patient under the *Mental Health Act* 1986; or

(b) the Purchaser, being a company:

(i) is subject to an application for its winding up;

(ii) is ordered to be wound up, or is placed in provisional liquidation;

(iii) enters into a scheme of arrangement for the benefit of the creditors;

(iv) resolves to go into liquidation; or

(v) is put into the control of a receiver, receiver and manager, official manager or administrator,

27.2 then the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting in any way the Vendor's other rights or remedies, accept such repudiation and rescind this Contract at any time before Settlement in which case the provisions of General Condition 28.4 will apply, and the parties shall hereby each appoint the other as their lawful attorney for this purpose and absolve the stakeholder from any liability for complying with such noticeFor the purposes of this Special Condition, "Purchaser" includes any of the persons that comprise the Purchaser.

28. Vendor may mortgage or deal with the Development Land

28.1 The Vendor may grant a mortgage or charge over the Property (including a fixed and/or floating charge over all the assets and undertaking of the Vendor) from time to time.

28.2 The Purchaser acknowledges that:

(a) the Vendor has the right to enter into a contract or agreement with a third party (**Substitute Vendor**) whereby the Vendor agrees to sell, assign, novate, transfer or dispose of its interest in the Development Land to the Substitute Vendor;

(b) in the event of such a sale, assignment, novation, transfer or disposal, the Substitute Vendor is entitled to enforce all of the Vendor's rights under this Contract;

(c) the Purchaser must not make any requisition, objection, or claim for any compensation or damages or refuse to pay the Price, delay settlement in respect of anything relating to this Special Condition or the Substitute Vendor; and

(d) the Purchaser must, if required by the Vendor or the Substitute Vendor, enter into a deed releasing the Vendor from its obligations and/or confirming its obligations to the Substitute Vendor under this Contract.

29. Resale and advertising

29.1 Until an occupancy permit is issued for a residential dwelling constructed on the Property, the Purchaser must not advertise online or erect any advertising signs on the Property without the Vendor's prior written consent (which will not unreasonably be withheld). The Purchaser must procure any transferee or assignee of the Property to execute a deed in favour of the Vendor pursuant to which the transferee or assignee agrees to be bound by the Purchaser's obligations in this Special Condition 29.1.

29.2 Despite anything else in this Special Condition 29, if the Purchaser carries on a business of selling house and land packages in Victoria:

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

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

29.3 This Special Condition 29 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 29.

29.4 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this Special Condition 29 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 29.

30. First home owner assistance

The Purchaser acknowledges and agrees that the Vendor or the Vendor's estate agent has made no representation or warranty, or given any oral or written explanation or information as to the timing of registration of the Plan of Subdivision or the timing of settlement of the Land, particularly in respect of Purchaser's eligibility for any form of financial assistance, including but not limited to the First Home Owners Grant or First Home Owners Boost or First Home Owners Bonus or any such similar assistance.

31. Notice

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

(a) must be in writing; and

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

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

31.3 A letter or facsimile is taken to be received:

(a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting; and

(b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

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

31.5 If a conveyancer (as defined in the *Legal Profession Act* 2004) acts for a party to this Contract, then the conveyancer may be served with a notice in the same manner as a party's solicitor may be served.

32. Landscaping

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

32.2 The Purchaser agrees and acknowledges that:

(a) any information provided by the Vendor in respect of such landscaping is indicative only, and believed to be correct at the Day of Sale;

(b) the Purchaser is not relying upon such information in entering into this Contract;

(c) no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor;

(d) the Vendor retains the right to change such landscaping at its absolute discretion, including the right to not provide such landscaping at all; and

(e) any potential changes made by the Vendor to such landscaping may have the affect of altering the visual amenity from the Property.

32.3 The Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay settlement as a direct or indirect consequence of anything contained in this Special Condition.

33. General Provisions

33.1 This Contract may consist of one or more counterpart copies. All counterparts of this Contract, when taken together, constitute one fully executed document.

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

33.3 This Contract is to be governed by and construed in accordance with Victorian law and each party submits to the non-exclusive jurisdiction of the Victorian courts.

33.4 A reference to “consent” of the Vendor means prior written consent which may be given or withheld at the Vendor’s sole discretion and may be given on conditions.

33.5 If any provision of this Contract or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this Contract will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

33.6 The provisions of this Contract may only be varied by further written agreement of the parties. No variation of the provisions of this Contract shall be inferred from a course of dealing.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

34. Digital Duties Form and SRO Settlement Statement

34.1 **Vendor's obligations**

The Vendor must:

(a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);

(b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and

(c) if the Purchaser has complied with Special Condition 34.1(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

34.2 **Purchaser's obligations**

The Purchaser must:

(a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;

(b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;

(c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and

(d) prior to Settlement:

(i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and

(ii)

(iii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

34.3 **No Objection**

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

34.4 **Settlement if not an electronic conveyance**

(a) This Special Condition 36.4 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.

(b) Subject to the Vendor complying with Special Condition 36.2:

(i) Settlement is not conditional upon:
(A) the Purchaser signing or approving a DDF; or
(B) production of an SRO Settlement Statement; and

(ii) the Purchaser may not Object if:
(A) the DDF is not completed prior to Settlement or at all; or
(B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

34.5 **Settlement if an electronic conveyance**

(a) This Special Condition 33.5 only applies if Special Condition 33.4 does not apply.

(b) Special Condition 33.5 is a fundamental term of this Contract.

(c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 33.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

34.6 **General Condition 10.1**

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 10.1(b)(i) (as that General Condition is amended by Special Condition 1.5).

35. Electronic Conveyancing

(a) Settlement and lodgement may be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 35 if applicable.

(b) This Special Condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the Contract of Sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

(c) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

(d) Each party must:

(i) Be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(ii) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law;

(iii) Conduct the transaction in accordance with the Electronic Conveyancing National Law.

(e) The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

(f) The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for Settlement.

(g) Settlement occurs when the workspace records that:

(i) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or

(ii) 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.

(h) The parties must do everything reasonably necessary to effect settlement:

(i) electronically on the next business day, or

(ii) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 35(f) has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

(i) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

(j) The Vendor must before settlement:

(i) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents and items at the Vendor's address set out in the Contract, and

(ii) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.

(k) The Vendor must, at least 7 days before the due date for Settlement if requested, provide the original of any document required to be prepared by the Vendor in accordance with General Condition 6.

36. GST Withholding

36.1 **Interpretation**

In this Special Condition 36, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

36.2 **Vendor's Notice**

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

(a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and

(b) if the Purchaser is required to make a payment referred to in Special Condition 36.2(a):

(i) the name and ABN of the Vendor;

(ii) the GST Withholding Amount;

(iii) when the GST Withholding Amount is required to be paid;

(iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money - the GST inclusive market value of the non-monetary consideration; and

(v) any other information required by law.

36.3 **Withholding**

(a) This Special Condition 36.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.

(b) The Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner (**GST Cheque**) and:

(i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and

(ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.

(c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 36.3(b) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

36.4 **No Effect on Other Terms**

Except as expressly set out in this Special Condition 36, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

36.5 **Other Information**

If the Property qualifies as potential residential land and:

(a) the Purchaser is registered (within the meaning of the GST Act) and

(b) the Purchaser acquires the Property for a creditable purpose,

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

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

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

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

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that:

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

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

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay:

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

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

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

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

13.8 In this general condition:

(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and

(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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

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

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Annexure 'A'

Guarantee and Indemnity

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor (hereinafter called "the Vendor")

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

A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.

B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.

C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.

D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.

E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.

F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-

(a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.

(b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;

(c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.

G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.

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

J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.

K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

SCHEDULE

Vendor: Grange Greenvale Pty Ltd

Purchaser:
of

Guarantor:

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

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

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

DATED 2024

VENDOR'S STATEMENT

Property

Lot _____. 70 Providence Road, Greenvale 3059

HWL EBSWORTH LAWYERS
Level 8
447 Collins Street
MELBOURNE VIC 3000
DX 564 MELBOURNE

Tel: +61 3 8644 3500
Fax: 1300 365 323
Ref: JLB:1075703
(Registered Lot Contacts)

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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

VENDOR **Grange Greenvale Pty Ltd**

PROPERTY **Lot 27, 70 Providence Road, Greenvale 3059**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

(i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.

(ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

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

Nil.

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

Not applicable.

2. INSURANCE

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

Not applicable.

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

Not applicable.

3. LAND USE

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

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

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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

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

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

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

Proposed Section 173 Agreement between Ballarat City Council, Peter Nicholas Byvoet and Anne Byvoet and Alfredton Ballarat Pty Ltd, a copy of which is attached.

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

Nil.

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

Nil.

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not applicable.

8. NON-CONNECTED SERVICES

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

(a) electricity supply

(b) gas supply

(c) water supply

(d) sewerage

(e) telephone services

9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

10. SUBDIVISION

10.1 Unregistered Subdivision

Not applicable.

10.2 Staged Subdivision

Not applicable.

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

12. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but has been attached as a matter of convenience.

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

Date of this Statement: 23/10/2024

Signature of the vendor: Signed by: George Kostandinou 2B3684437291438 .....
For and on behalf of Grange Greenvale Pty Ltd

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

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

Signature of the purchaser: .....
Signed by Purchaser

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 549 Security no : 124113047048B
Produced 29/02/2024 11:03 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B 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: 68 PROVIDENCE ROAD GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack (Major Accounts) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 550 Security no : 124109045910Q
Produced 13/09/2023 09:45 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 556 Security no : 124109046562G
Produced 13/09/2023 09:59 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 559 Security no : 124109046678F
Produced 13/09/2023 10:01 AM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 560 Security no : 124109046979D
Produced 13/09/2023 10:07 AM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 561 Security no : 124109047035S
Produced 13/09/2023 10:08 AM

LAND DESCRIPTION

Lot 13 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 566 Security no : 124109047080T
Produced 13/09/2023 10:08 AM

LAND DESCRIPTION

Lot 18 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 567 Security no : 124109047124V
Produced 13/09/2023 10:09 AM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 569 Security no : 124109047160G
Produced 13/09/2023 10:10 AM

LAND DESCRIPTION

Lot 21 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 571 Security no : 124109047206G
Produced 13/09/2023 10:10 AM

LAND DESCRIPTION

Lot 23 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 572 Security no : 124109047226K
Produced 13/09/2023 10:11 AM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

END OF REGISTER SEARCH STATEMENT

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 573 Security no : 124109047243R
Produced 13/09/2023 10:11 AM

LAND DESCRIPTION

Lot 25 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 574 Security no : 124109047265S
Produced 13/09/2023 10:12 AM

LAND DESCRIPTION

Lot 26 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 575 Security no : 124109047286U
Produced 13/09/2023 10:12 AM

LAND DESCRIPTION

Lot 27 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12502 FOLIO 035 Security no : 124109092127E
Produced 14/09/2023 02:35 PM

LAND DESCRIPTION

Lot 28 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument AX249748E 13/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
AX249748E 13/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

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.

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX255454N	RECTIFY ADD/CREATE COVT	Unregistered	14/09/2023
AX249748E	RECTIFY CREATE NEW FOLIO	Registered	13/09/2023

END OF REGISTER SEARCH STATEMENT

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 13/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12500 FOLIO 576 Security no : 124109047313Q
Produced 13/09/2023 10:13 AM

LAND DESCRIPTION

Lot 70 on Plan of Subdivision 839321B.
PARENT TITLE Volume 10879 Folio 860
Created by instrument PS839321B 05/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
PS839321B 05/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

COVENANT PS839321B 05/09/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AW795301K 04/05/2023

DIAGRAM LOCATION

SEE PS839321B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS839321B (B)	PLAN OF SUBDIVISION	Registered	05/09/2023

---END OF REGISTER SEARCH STATEMENT---

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, timestamp 12/09/2023 17:15 Page 1 of 6
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLAN OF SUBDIVISION

EDITION 1

PS839321B

LOCATION OF LAND

PARISH: YUROKE
TOWNSHIP: ---
SECTION: 2
CROWN ALLOTMENT: ---
CROWN PORTION: C (PART)
TITLE REFERENCE: Vol. 10879 Fol. 860

LAST PLAN REFERENCE: Lot 1 on TP857872V

POSTAL ADDRESS: 70 Providence Road
(at time of subdivision) GREENVALE VIC 3059

MGA 94 CO-ORDINATES: E: 312 360 ZONE: 55
(of approx centre of land in plan) N: 5 831 180

Council Name: Hume City Council

Council Reference Number: s009412
Planning Permit Reference: P22275
SPEAR Reference Number: S168012T

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6 of the Subdivision Act 1988: 22/07/2022

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Antonino Magazzu for Hume City Council on 23/03/2023

Statement of Compliance issued: 10/08/2023

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	HUME CITY COUNCIL

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. P22275

PEPPERCORN GRANGE GREENVALE
Area of Release: 1.513ha
No. of Lots: 29 Lots

NOTATIONS

Lots 29 - 69 (both inclusive) have been omitted from This Plan.

Lots 1 - 28 & 70 on this plan are affected by one or more restrictions.
Refer to Creation of Restrictions A,B,C & D on Sheets 5 & 6 of this plan for details.

OTHER PURPOSE OF PLAN
To remove easements created on Inst. AV778450W and Inst. AV799055K.
GROUNDS FOR REMOVAL:
By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diagram	This Plan	Hume City Council
	Sewerage			Yarra Valley Water Corporation
E-2	Drainage	See Diag.	This Plan	Hume City Council
E-3	Drainage	See Diag.	AU364166L	Hume City Council
E-4	Drainage	See Diag.	This Plan	Hume City Council

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

SURVEYORS FILE REF: Ref. 21611-S1 Ver. 8

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (8),
29/08/2023, SPEAR Ref: S168012T

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 6

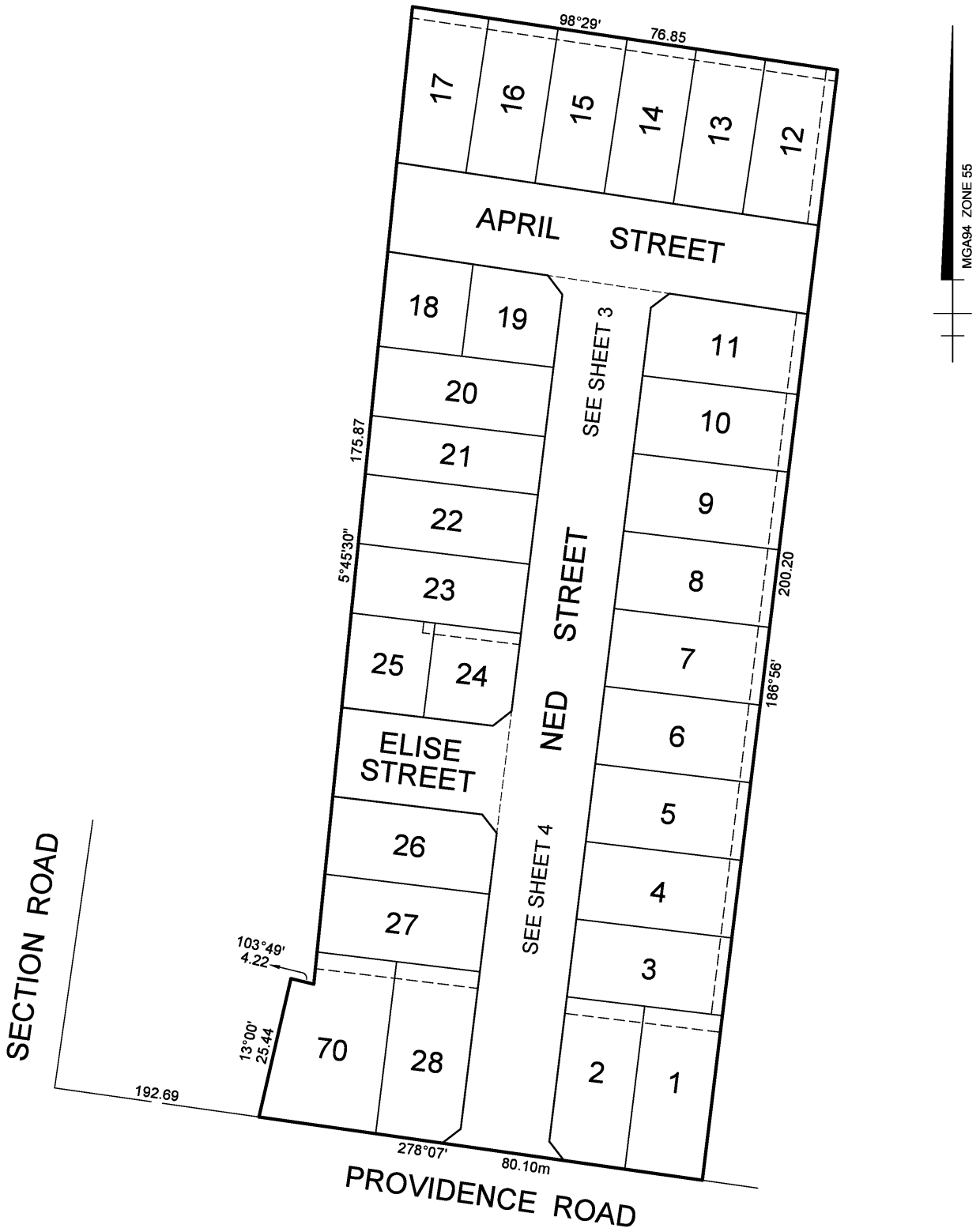
PLAN REGISTERED
TIME: 2:17 PM DATE: 05/09/2023
CG26
Assistant Registrar of Titles

Amended by: Leo Alexander Bateman, Licensed Surveyor 05/09/2023.

Delivered by LANDATA®, timestamp 12/09/2023 17:15 Page 2 of 6

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PS839321B



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

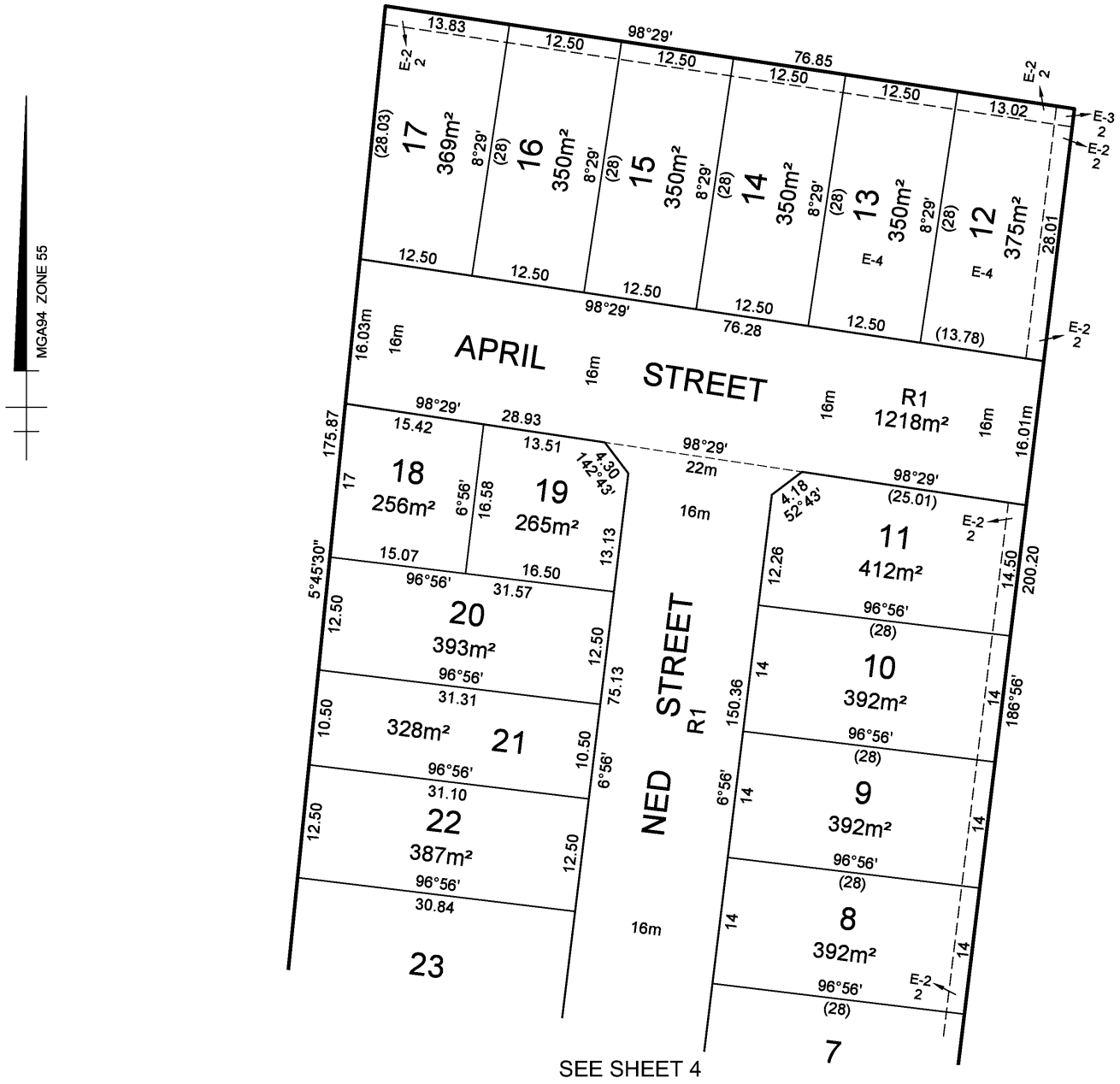
SCALE		ORIGINAL SHEET		
1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	SIZE: A3	Ref. 21611-S1 Ver. 8	SHEET 2

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (8),
29/08/2023, SPEAR Ref: S168012T

Digitally signed by:
Hume City Council,
23/03/2023,
SPEAR Ref: S168012T

Amended by: Leo Alexander Bateman, Licensed Surveyor 05/09/2023.

PS839321B



TAYLORS

Urban Development | Built Environments | Infrastructure

8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168

***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SCALE		ORIGINAL SHEET	Ref. 21611-S1	SHEET 3
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ver. 8	

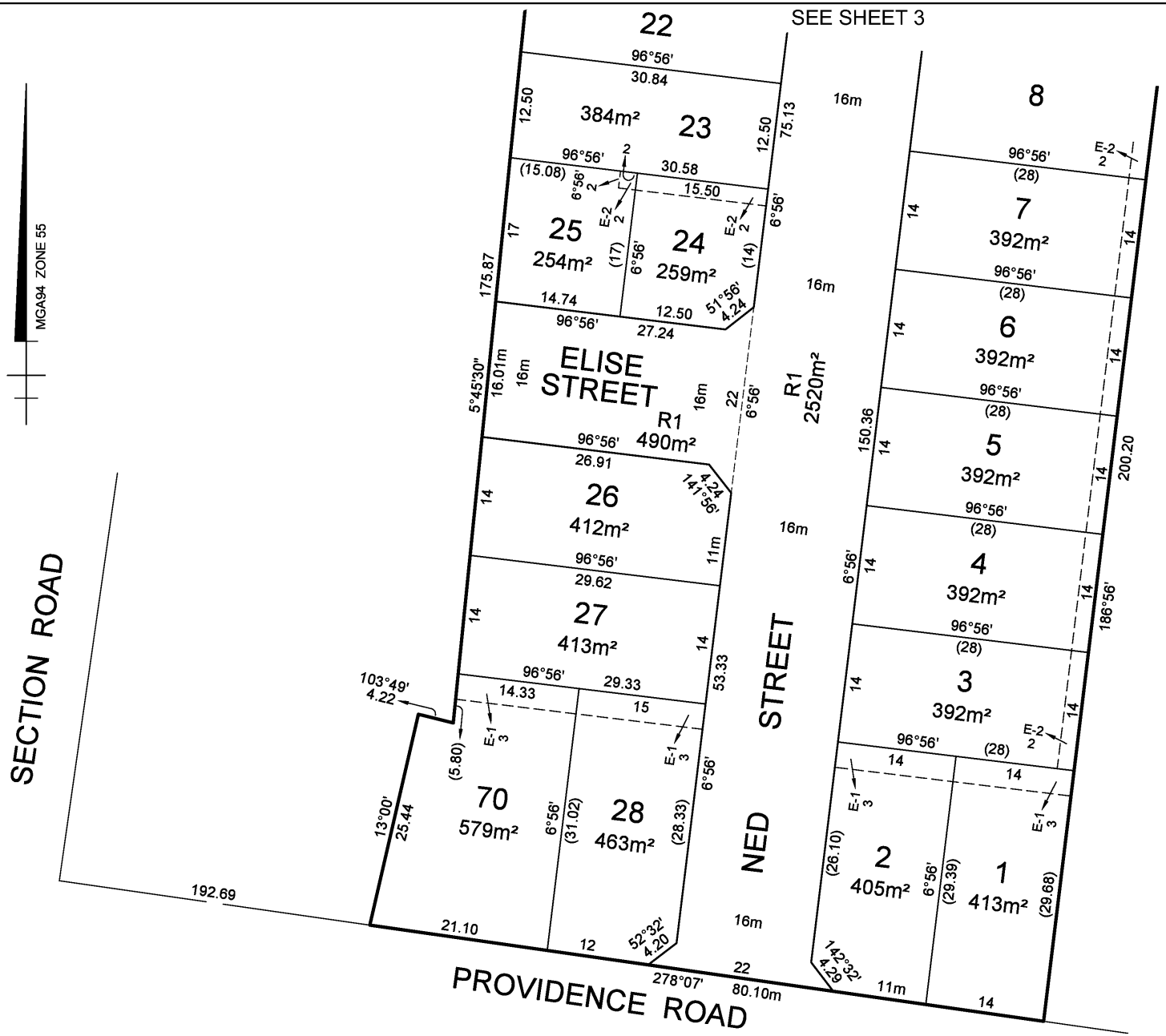
Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (8),
29/08/2023, SPEAR Ref: S168012T

Digitally signed by:
Hume City Council,
23/03/2023,
SPEAR Ref: S168012T

Amended by: Leo Alexander Bateman, Licensed Surveyor 05/09/2023.

Delivered by LANDATA®, timestamp 12/09/2023 17:15 Page 3 of 6
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PS839321B



TAYLORS

Urban Development | Built Environments | Infrastructure

8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168

***Tel:** 61 3 9501 2800 | **Web:** taylorsds.com.au*

SCALE		ORIGINAL SHEET	Ref. 21611-S1	SHEET 4
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ver. 8	

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (8),
29/08/2023, SPEAR Ref: S168012T

Digitally signed by:
Hume City Council,
23/03/2023,
SPEAR Ref: S168012T

Amended by: Leo Alexander Bateman, Licensed Surveyor 05/09/2023.

Delivered by LANDATA®, timestamp 12/09/2023 17:15 Page 4 of 6
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Delivered by LANDATA®, timestamp 12/09/2023 17:15 Page 5 of 6
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1
BENEFITED LAND: See Table 1

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

1. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding except in accordance with the approved building envelopes for that lot recorded in Planning Permit No. P22275 or any further Planning Permit / approval to the satisfaction of the Responsible Authority.

2. At any time erect, construct, build or permit to be erected, construct or build on the lot, any building other than one private dwelling house with usual outbuildings without prior consent obtained in writing from the Responsible Authority.

Expiry date: 15/10/2030

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1	2, 3
2	1, 3
3	1, 2, 4
4	3, 5
5	4, 6
6	5, 7
7	6, 8
8	7, 9
9	8, 10
10	9, 11
11	10
12	13
13	12, 14
14	13, 15
15	14, 16

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
16	15, 17
17	16
18	19, 20
19	18, 20
20	18, 19, 21
21	20, 22
22	21, 23
23	22, 24, 25
24	23, 25
25	23, 24
26	27
27	26, 28, 70
28	27, 70
70	27, 28

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2
BENEFITED LAND: See Table 2

RESTRICTION:
The registered proprietor or proprietors for the time being of any burdened lot on this plan:

Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Hume Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.

Expiry date: 15/10/2030

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
18	A	19, 20
19	A	18, 20
24	A	23, 25
25	A	23, 24

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

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (8),
29/08/2023, SPEAR Ref: S168012T

Digitally signed by:
Hume City Council,
23/03/2023,
SPEAR Ref: S168012T

Amended by: Leo Alexander Bateman, Licensed Surveyor 05/09/2023.

Delivered by LANDATA®, timestamp 12/09/2023 17:15 Page 6 of 6
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 1 and 70 on this plan.

BENEFITED LAND: All Lots on this plan.

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this Restriction applies must not:

Construct any dwelling, house or garage on a side boundary of a lot unless the dwelling, house or garage is set back a minimum of 1 metre from the other side boundary of that lot.

CREATION OF RESTRICTION D

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 3
BENEFITED LAND: See Table 3

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

At any time erect, construct, build or permit to be erected, construct or build on the lot, any building other than one private dwelling house with usual outbuildings without prior consent obtained in writing from the Responsible Authority.

Expiry date: 15/10/2030

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1	2, 3
3	1, 2, 4
4	3, 5
5	4, 6
6	5, 7
7	6, 8
8	7, 9
9	8, 10
10	9, 11
12	13
13	12, 14
14	13, 15
15	15, 17
16	14, 16
17	16

TABLE 3 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
18	19, 20
19	18, 20
20	18, 19, 21
21	20, 22
22	21, 23
23	22, 24, 25
24	23, 25
25	23, 24
27	26, 28, 70

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

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (8),
29/08/2023, SPEAR Ref: S168012T

Digitally signed by:
Hume City Council,
23/03/2023,
SPEAR Ref: S168012T

Amended by: Leo Alexander Bateman, Licensed Surveyor 05/09/2023.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PROPERTY REPORT

Environment, Land, Water and Planning

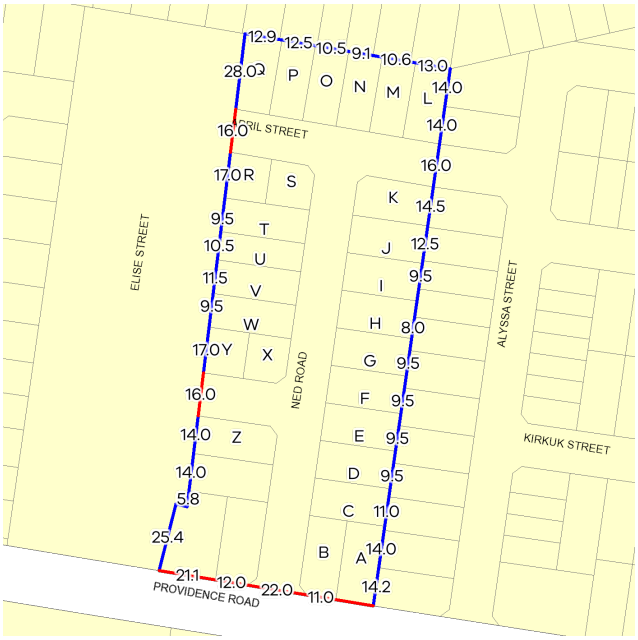
From www.planning.vic.gov.au at 19 September 2023 11:59 AM

PROPERTY DETAILS

Address:	**70 PROVIDENCE ROAD GREENVALE 3059**
Lot and Plan Number:	**This property has 29 parcels. See table below**
Standard Parcel Identifier (SPI):	**See table below**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**303279**
Directory Reference:	**Melway 178 G11**

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 15129 sq. m (1.51 ha)
Perimeter: 563 m
For this property:
— Site boundaries
— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

20 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI			Lot/Plan or Crown Description	SPI
A	Lot 1 PS839321	1\PS839321		P	Lot 16 PS839321	16\PS839321
B	Lot 2 PS839321	2\PS839321		Q	Lot 17 PS839321	17\PS839321
C	Lot 3 PS839321	3\PS839321		R	Lot 18 PS839321	18\PS839321
D	Lot 4 PS839321	4\PS839321		S	Lot 19 PS839321	19\PS839321
E	Lot 5 PS839321	5\PS839321		T	Lot 20 PS839321	20\PS839321
F	Lot 6 PS839321	6\PS839321		U	Lot 21 PS839321	21\PS839321
G	Lot 7 PS839321	7\PS839321		V	Lot 22 PS839321	22\PS839321
H	Lot 8 PS839321	8\PS839321		W	Lot 23 PS839321	23\PS839321
I	Lot 9 PS839321	9\PS839321		X	Lot 24 PS839321	24\PS839321
J	Lot 10 PS839321	10\PS839321		Y	Lot 25 PS839321	25\PS839321
K	Lot 11 PS839321	11\PS839321		Z	Lot 26 PS839321	26\PS839321
L	Lot 12 PS839321	12\PS839321			Lot 27 PS839321	27\PS839321
M	Lot 13 PS839321	13\PS839321			Lot 28 PS839321	28\PS839321
N	Lot 14 PS839321	14\PS839321			Lot 70 PS839321	70\PS839321
O	Lot 15 PS839321	15\PS839321				

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

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: **GREENVALE**

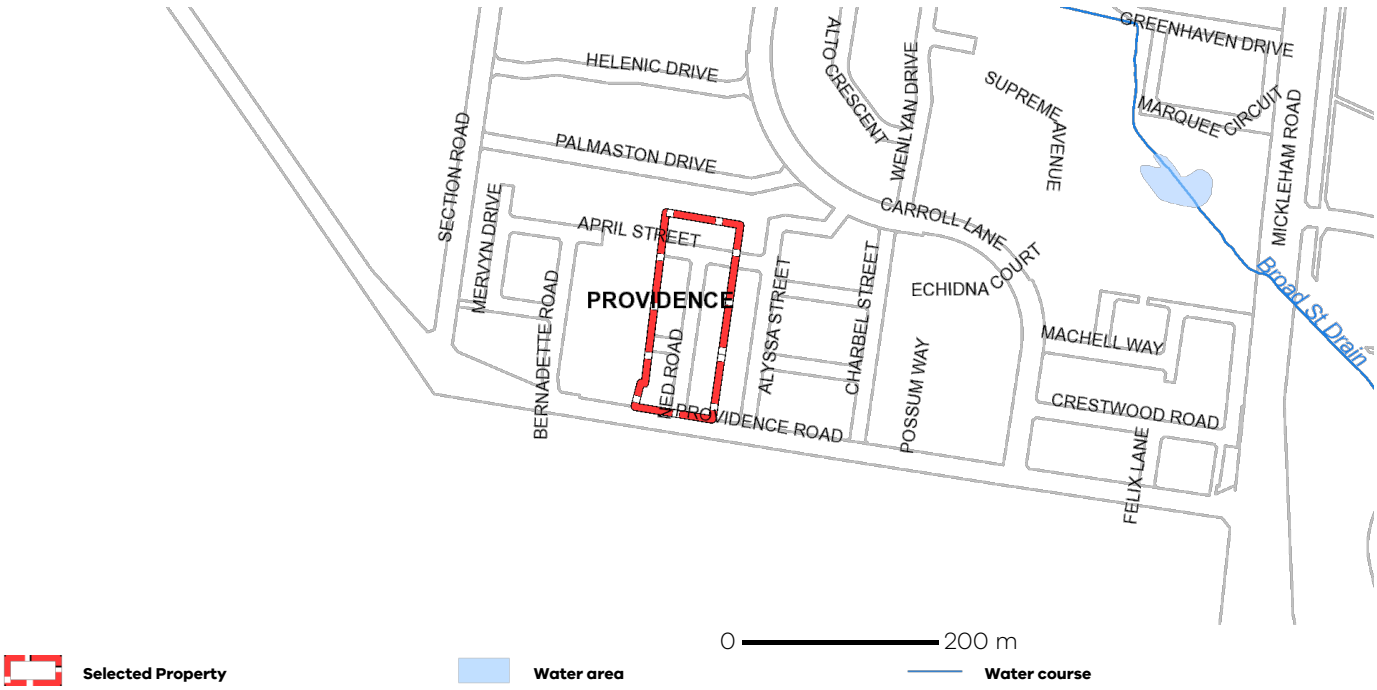
PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Area Map



Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PROPERTY REPORT

PROPERTY DETAILS

Address:	**70 PROVIDENCE ROAD GREENVALE 3059**
Lot and Plan Number:	**More than one parcel - see link below**
Standard Parcel Identifier (SPI):	**More than one parcel - see link below**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**303279**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 178 G11**

This property has 29 parcels. For full parcel details get the free Property report at Property Reports

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:	**GREENVALE**

OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Note

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

For more information about this project go to Victorian Planning Authority

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

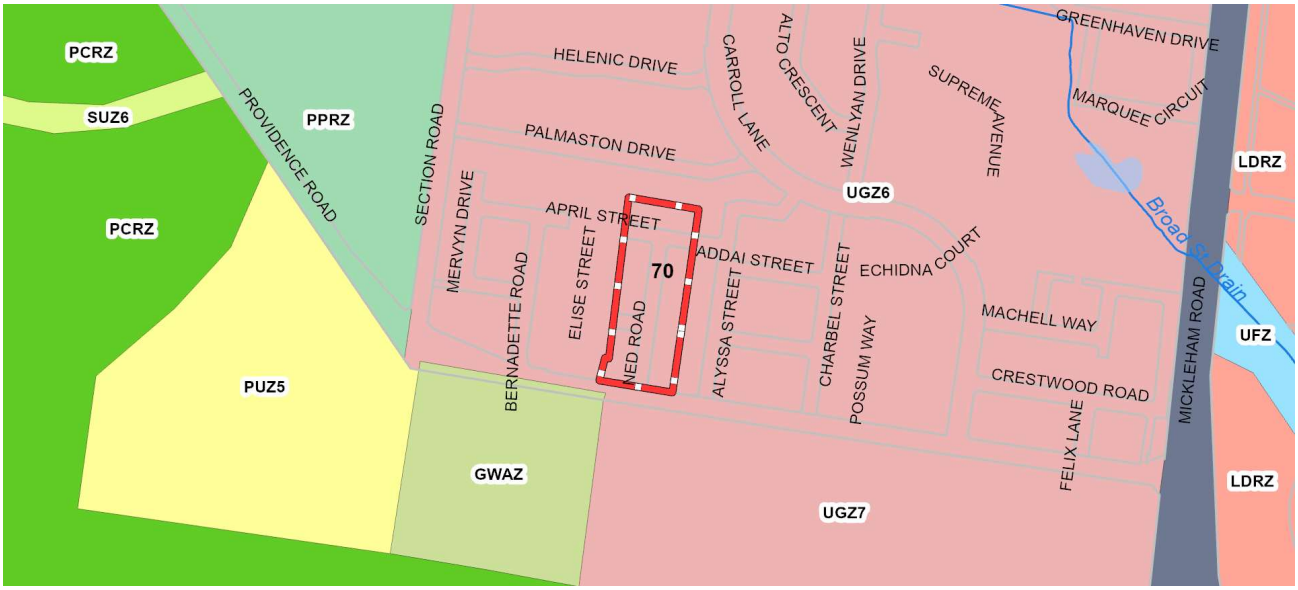
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PROPERTY REPORT

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 6 (UGZ6)



GWAZ - Green Wedge A	LDRZ - Low Density Residential	PCRZ - Public Conservation and Resource
PPRZ - Public Park and Recreation	PUZ5 - Public Use-Cemetery/Crematorium	SUZ - Special Use
TRZ2 - Principal Road Network	UFZ - Urban Floodway	UGZ - Urban Growth
Water area	Water course	

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

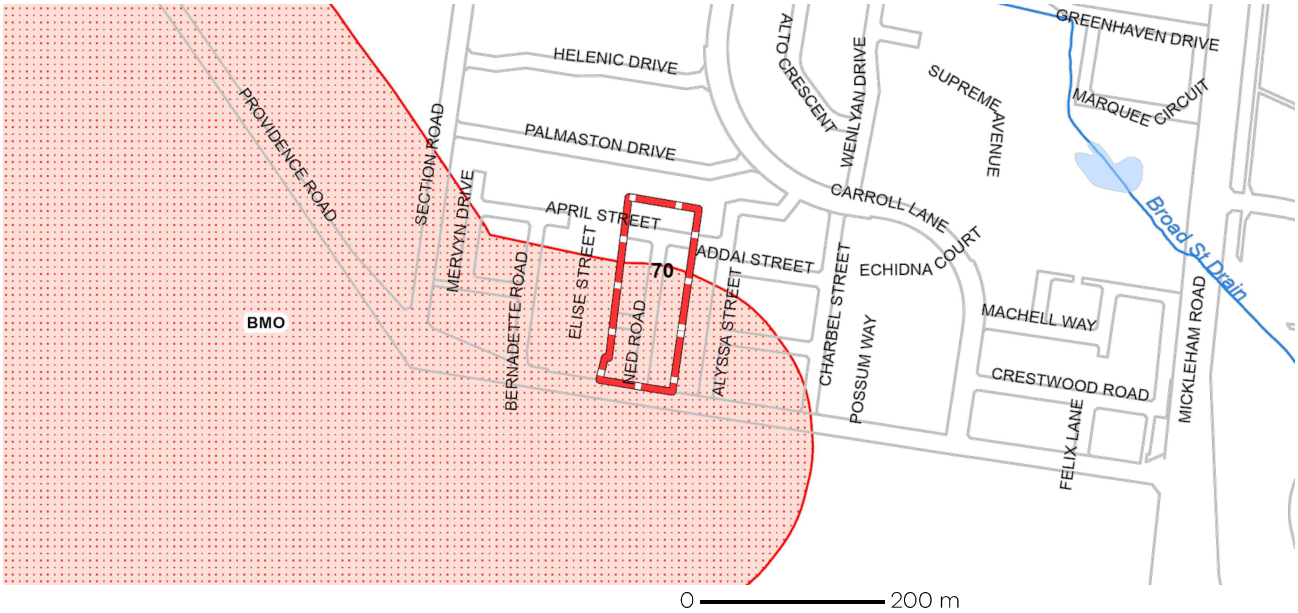
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PROPERTY REPORT

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)



BMO - Bushfire Management Overlay | Water area | Water course

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



DCPO - Development Contributions Plan Overlay | Water area | Water course

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

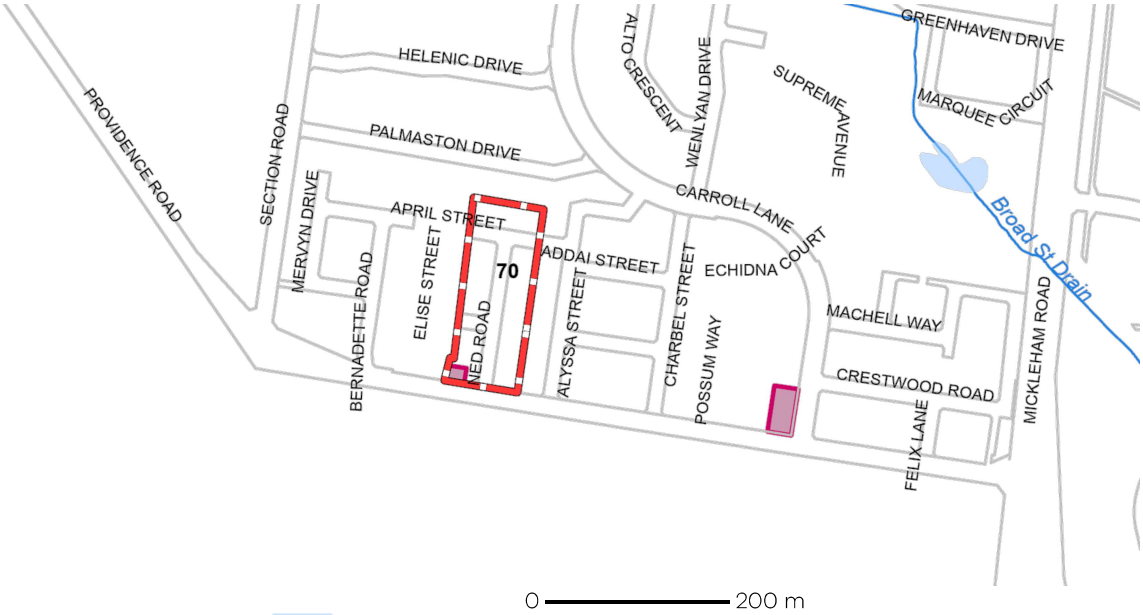
Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PROPERTY REPORT

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO242)



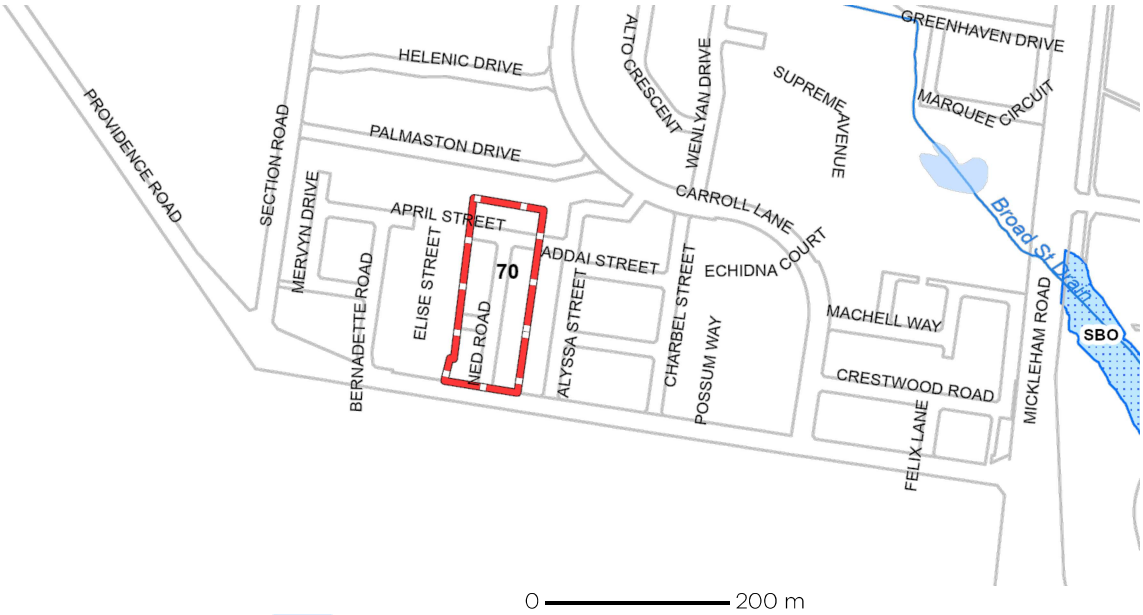
HO - Heritage Overlay | Water area | Water course

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay | Water area | Water course

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

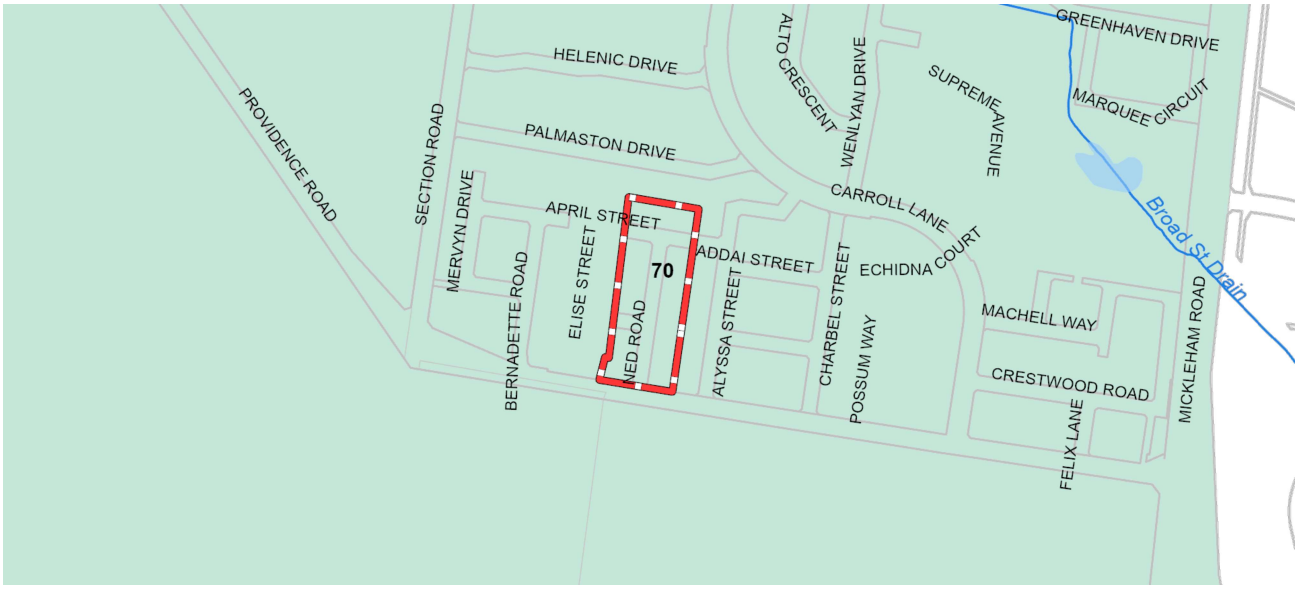
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PROPERTY REPORT

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Melbourne Strategic Assessment

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



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 13 September 2023.

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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

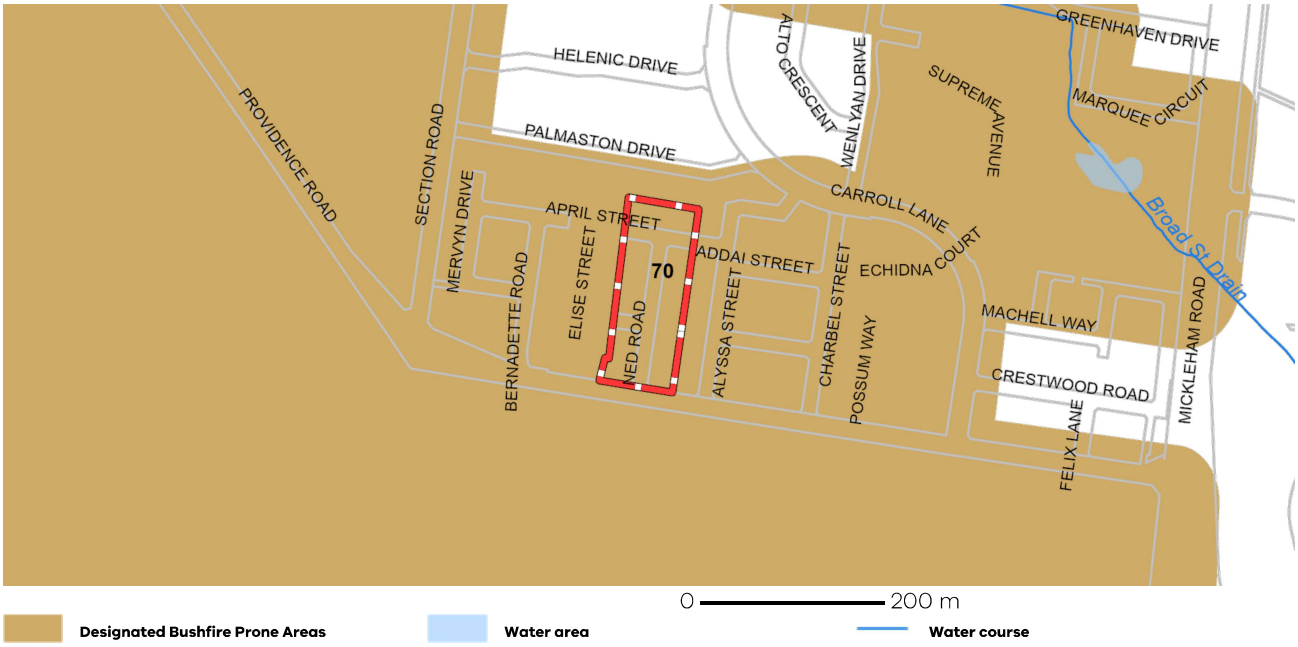
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

PLANNING PERMIT

Permit No.: P22275
Planning scheme: Hume Planning Scheme
Responsible authority: Hume City Council

ADDRESS OF THE LAND:
(Lot 1 TP 121982 Vol 9904 Fol 374
Lot 1 TP 857872V Vol 10879 Fol 860),
70 PROVIDENCE RD
GREENVALE VIC 3059

THE PERMIT ALLOWS:
STAGED SUBDIVISION OF LAND AND REMOVAL OF NATIVE VEGETATION IN ACCORDANCW 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 Prior to the certification of stage 2, a detailed environmental site assessment report prepared by a suitably qualified and EPA accredited professional in accordance with the requirements of the *Potentially Contaminated Land General Practice Note, Department of Sustainability and Environment, June 2005* must be prepared to the satisfaction of the responsible authority and submitted to it for approval. When approved the environmental site assessment will be endorsed and will then form part of the permit. The report must:

(a) Identify the nature and extent of any contamination present on the land.

(b) Advise whether or not a separate environmental audit is required pursuant to the Environment Protection Act 1970.

(c) Where no further auditing is required, confirm whether or not the site is suitable for sensitive land uses (including residential use) and provide recommendations for any remediation works that may be necessary prior to any use commencing.

In its consideration of the assessment, the responsible authority may require that a peer review of the environmental site assessment be undertaken with all costs associated with the peer review borne by the permit holder.

Date issued:15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

2 If the environmental site assessment advises that an environmental audit of all or part of the land is required, then prior to the certification of stage 2 , the following must be provided to the responsible authority, either:

1. A Certificate of Environmental Audit issued for the relevant land in accordance with Part 1XD of the *Environmental Protection Act 1970*; or

2. A Statement of Environmental Audit issued for the relevant land is accordance with Part 1XD of the *Environmental Protection Act 1970* stating that the environmental conditions of the relevant site are suitable for a sensitive use (with or without conditions on the use of the site).

3 Prior to the issue of a Statement of Compliance for stage 2 , any remediation works identified in the approved environmental site assessment must be undertaken at the direction and supervision of a suitably qualified and EPA accredited professional. Upon completion of the remedial works, a written report prepared by this professional must be submitted to the responsible authority. The report must confirm that all works were undertaken in accordance with the relevant provisions of the *Environment Protection Act 1970* and that the site is now suitable for the use and development proposed.

4 Before the plan of subdivision can be certified, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:

(d) The surveyed location and TPZs of Trees 1, 2 and 3, as identified in the TreeMap Arboriculture Report dated February 2019.

(e) Surveyed building footprint of the existing heritage cottage (including any later additions and associated outbuildings) and area affected by the Heritage Overlay on 70 Providence Road.

5 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.

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

7 Prior to the issue of a Statement of Compliance for the subdivision, road infrastructure items LR12 (Providence Road west of the Carroll Lane intersection) and LR13 must be constructed in accordance with the Providence Road Cross Section and Functional Layout Plan endorsed under condition 4 of this permit and the requirements of the Greenvale Central PSP to the satisfaction of the Responsible Authority.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

8 Prior to a Statement of Compliance for each respective stage being issued for the Plan of Subdivision under Section 21 of the Subdivision Act 1988, all conditions of Planning Permit Number P22275 as they relate specifically to that stage must be complied with to the satisfaction of the Responsible Authority.

Cultural Heritage

9 Before the plan of subdivision can be certified for stage 1, the permit holder must install along the proposed property boundary for Lot 70 containing 'Prospect Cottage', protective fencing which must remain in place until the completion of the subdivisional works hereby approved all to the satisfaction of the responsible authority. Fill, machinery, vehicles and building materials/waste must not be placed within the fenced area at any time.

10 Before the plan of subdivision can be certified, an interim Conservation Management Plan prepared by a suitably qualified heritage architect must be prepared and submitted for approval to the responsible authority consistent with Heritage Victoria's *Conservation Management Plans: Managing Heritage Places*. The Conservation Management Plan must provide the following:

(f) Identifying the historical significance of the place.

(g) A structural evaluation of 'Prospect Cottage' which identifies its current structural condition and identifying any immediate protection measures that may be necessary during the construction phase of the subdivision including fencing of the site from adjoining road reservations.

(h) An action plan that implements and establishes timeframes and prioritises for the on-going maintenance of the place during the construction phase of the subdivision.

(i) A management program for the protection of the peppercorn trees numbered 1, 2 and 3.

In its consideration of the Conservation Management Plan, the responsible authority may require that a peer review of the plan be undertaken with all costs associated with the peer review borne by the permit holder.

11 Prior to the commencement of any buildings and works on the land, contractors must be inducted by a suitably qualified heritage consultant into the requirements of the Conservation Management Plan, as relevant to the construction phase of the subdivision.

Development contribution and levies

12 Not more than 21 days prior to the issue of the Statement of Compliance the amount of both the Development Infrastructure Levy and Community Infrastructure Levy calculated in accordance with the provisions of the Greenvale Central Development Contributions Plan (the Plan) must be paid to Hume City Council to the satisfaction of the responsible authority.

13 Before the Statement of Compliance is issued under the Subdivision Act 1988 for any stage of the development, the Public Open Space contribution must be paid by the permit holder to Hume City Council in accordance with the schedule to Clause 52.01 of the Hume Planning

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL · VCAT

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Scheme and the Greenvale Central Precinct Structure Plan November 2013. Unless provided in a Public Infrastructure Plan, a schedule of public open space must also be submitted to Council showing the amount provided together with any cumulative totals of any credit/balance in the amounts provided to the satisfaction of the responsible authority.

Building Envelopes

14 Prior to the issue of the Statement of Compliance, a building envelope plan must be submitted to and approved by the responsible authority. The building envelope plan must show a building envelope for each lot greater than 300sqm to the satisfaction of the responsible authority. The building envelopes, created as a result of this permit, are approved building envelopes for the purposes of applying part 4 of the building regulations.

15 The plan of subdivision certified under the Subdivision Act 1988 must include a restriction that buildings on lots greater than 300sqm conform to the building envelopes shown on the approved building envelope plan. The restriction must provide for:

(j) buildings to be constructed only in conformity with the approved building envelope plan;

(k) 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;

(l) a building envelope plan to cease to have effect on the lot containing the envelope ten years after the issue date of Planning Permit (P22275) for the whole of the dwelling on the lot containing the building envelope.

Land Vested in Council or other Authorities

16 Land required for community facilities, public open space, reserves or public roads must be shown on a plan of subdivision as a reserve in favour of Hume City Council or another relevant person or body.

17 Within four weeks of the registration of the plan of subdivision at the Land Titles Office the following must be provided to the Responsible Authority:

(m) A Certificate of Title for all land vested in the Hume City Council on the plan of subdivision; and

(n) A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Title Office.

Engineering

18 Prior to the approval of construction plans required under condition 22 of this Permit, a detailed Drainage Strategy Plan, prepared to the satisfaction of the responsible authority, must be submitted to and approved by the responsible authority. When approved the Drainage Strategy Plan will form part of the permit. The Drainage Strategy Plan must:

(o) detail all drainage discharge points, channel drains, treatment ponds and swales;

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

(p) detail all temporary swales required to discharge stormwater from the subdivision;

(q) detail all bunds/ cut off drains required to protect the subdivision from external overland flow;

(r) address the interim responsibility for maintenance of the bunds & temporary swales until the ultimate drainage infrastructure is built; and

all to the satisfaction of Hume City Council and Melbourne Water.

19 All works identified on the Drainage Strategy Plan including bunds and temporary swales must be covered by easements in favour of the relevant authority prior to the certification of the Plan of Subdivision.

Construction Plans

20 Prior to the commencement of any road and/or drainage works associated with any stage of the subdivision, detailed design plans, including plans generally in accordance with the plans prepared by Dalton Constructing Engineers Revision B dated 27 February 2019, must be submitted to and approved by the responsible authority for construction under the provisions of Part 3 of the Subdivision Act 1988. When approved the construction plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be submitted for stamping approval. The plans must include:

(s) Engineering plans, standard drawings and specifications in accordance with the MPA Engineering Design and Construction Manual, (Hume City Council Infrastructure Standards Manual as required), for the proposed works that are to become public assets such as roads, intersections, drains, conduits, bridges, public lighting and the like.

(t) Typical cross-sections for each street type, dimensioning individual elements such as service offsets, concrete footpath, shared pathways, kerb and channel, public lighting, cut off drains, lots and any other spatial requirements identified in the Greenvale Central Precinct Structure Plan applying to the land.

(u) A table of offsets for all utility services and street trees.

(v) 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.

(w) Details of any water, gas, electricity and/or telecommunication conduits as required by the relevant service provider and/or the responsible authority.

(x) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.

(y) Fully sealed pavements with kerb and channel to dimensions generally in accordance with the relevant road cross sections in the Greenvale Central Precinct Structure Plan applying to the land, including traffic management devices where appropriate.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

(z) The minimum road reserve for all internal streets must be in accordance with the requirement of the Greenvale Central PSP.

(aa) Where appropriate in accordance with the Greenvale Central PSP and 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.

(bb) Bus stop infrastructure shall be provided along the future bus routes to the approval of Council and Public Transport Victoria.

(cc) Traffic calming devices must be provided as per MPA guidelines to the satisfaction of the responsible authority.

(dd) 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.

(ee) Drainage outfall system in accordance with the approved drainage scheme (both interim and ultimate) indicating legal point of discharge and any access requirements for construction and maintenance.

(ff) Underground drainage network (both major and minor) incorporating, as appropriate:

i. Easement drainage and inlets for all allotments which slope to the rear.

ii. Road drainage with inlets for all allotments that slope towards the road.

iii. Land required for maintenance access to drainage facilities.

iv. Watercourses, lakes, wetlands, silt ponds.

(gg) Cut-off drains and bunds 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. The cut off drains/ bunds must be capable of discharging Q100 flows safely from the external catchments to the destination.

(hh) Temporary turn-around areas within the site for waste collection vehicles (single unit truck) at the temporary dead end of any road.

(ii) Court heads designed to allow for sufficient road reserve width to accommodate a three point turn for a single unit truck.

(jj) Lane-way ‘dead-ends’ designed to allow for sufficient road reserve width to accommodate a three point turn for a standard vehicle.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

(kk) Provision of street trees within the road reserve.

2

(a) 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. Nonstandard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.

(b) Permanent survey marks levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).

(c) Details of any cut and fill.

(d) Provision of fire hydrants in accordance with the requirements of clause 56.09-3 of the Hume Planning Scheme.

(e) On street car parking to be provided in accordance with MPA guidelines.

(f) Details of any traffic control.

(g) Details of any Tree Protection Zones and Conservation Zones, indicating designated no go construction zones to occur in these areas.

(h) 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 of 10m from intersecting kerb line at intersections.

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.

(i) Intersection treatments from an existing carriageway designed and constructed in accordance with AustRoads Guide to Traffic Engineering Practice, Intersections at Grade.

(j) The drawings in AutoCAD format are required to meet the following:

a) Drawings shall be in AutoCAD format, from a version no more than 3 years

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

older than the current version.

b) Drawings shall be prepared in GDA94 mapping coordinates.

c) All additional attribute data for subdivision assets must be clearly tabulated on digital drawings.

d) Where available all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers.

PDF plans are to comply with the following:

i) Pipe offsets for drainage services are to be shown from nearest boundary

ii) To be created in archive format. (PDF/A)

iii) Are not to have any security modes set.

iv) Are to be multi-page single file.

21 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.

Drainage Construction

22 All temporary and ultimate drainage works must be designed and constructed generally in accordance with the approved Drainage Strategy Plan to the satisfaction of Melbourne Water and the responsible authority.

23 The temporary drainage works must be constructed and installed before the issue of a Statement of Compliance for the relevant stage and the ultimate drainage works must be constructed and installed in accordance with the timing requirements contained in the approved Drainage Strategy Plan or as agreed to by Melbourne Water and the Responsible Authority.

24 Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a water course or easement drain except in accordance with the approved Drainage Strategy Plan to the satisfaction of the Responsible Authority.

Landscaping

25 Prior to commencement all trees to be retained are to be fenced with 1.8m temporary fencing 1m beyond the Tree Protection Zone.

26 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 maximise public safety and tree longevity by a qualified arborist and to Council's satisfaction.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

27 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.

28 Following approval of the landscape development plans and prior to Statement of Compliance, 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:

(k) In accordance with the Subdivision Act 1988, payment will be required for works within the road reserves at the following rates:

– plan checking fee: 0.75% of the value of the works;

– supervision fee: 2.5% of the value of the works.

29 Prior to Statement of Compliance for each stage of subdivision, 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.

30 Prior to Statement of Compliance, Council requires that all nature strips and disturbed areas are stabilised with hydromulch in accordance with standard note required on all approved civil plans. These works are unable to be bonded.

31 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.

32 The Responsible Authority must be notified of the completion of the public open space/landscape areas. An inspection must be undertaken and a verified costing of the works provided to Council 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.

33 Prior to the commencement of the 2 year maintenance period Council requires proof of a contractual arrangement for the maintenance of the landscape works, and a Maintenance Bond to the value of 35% of the value of works is to be lodged to Council's satisfaction, and developers forward as constructed electronic files in DWG, PDF and O-Spec formats for all landscape development works (including approved irrigation systems).

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

34 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.

35 No Council owned trees, including street trees adjacent to the development site, are to be removed 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.

Wildfire Management Plan

36 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.

Construction Site Environmental Management

37 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.

38 Prior to commencement of works, contractors must be inducted into the CSEMP and all flora and fauna conservation requirements.

39 The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.

Soil and Fill Recovery

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.

Vegetation

41 Prior to felling, trees identified for removal must be examined by a qualified zoologist for the presence of fauna, including those using external nests (e.g. Common Ringtail Possums, bird nests) and tree hollows. If native fauna species are located, they are to be salvaged and relocated in accordance with all relevant legislation and approvals, further to consultation with the Department of Environment, Land, Water and Planning.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

42 All indigenous trees permitted to be removed must be taken into a nearby conservation reserve for inclusion as large logs. These logs must be cut into a minimum of 1.5 metre lengths and placed into the reserve under the direction of a suitably qualified ecologist or Council environment officer.

43 Any construction stockpiles fill and machinery must be placed away from the tree protection zones of any vegetation to be retained to the satisfaction of the responsible authority.

Clause 44.06-5 of the Hume Planning Scheme - Bushfire Management Overlay (Mandatory Condition)

44 Before the statement of compliance is issued under the Subdivision Act 1988, the owner must enter into an agreement with the responsible authority under section 173 of the Planning and Environment Act 1987. The agreement must:

(l) State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Hume Planning Scheme.

(m) Incorporate the plan prepared in accordance with clause 53.p02-4.4 of this planning scheme and approved under this permit.

(n) State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.

The land owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.

Greenvale Central PSP

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

46 The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

47 Before the certification of the plan of subdivision, a Kangaroo Management Plan must be submitted to and 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.

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

49 The salvage Translocation Protocol for Melbourne's Growth Corridors (Melbourne Strategic Assessment) (Department of Environment and Primary Industries 2013) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109

BUILDING A FUTURE TOGETHER

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Environment Land Water and Planning, unless with the written consent of the Secretary to the Department of Environment Land Water and Planning.

3 Before the construction of a building or the construction or carrying out of works on land starts for each stage of construction:

(a) Offsets for the loss or deemed loss of threatened species habitat and native vegetation on land must be secured, offsets must be secured by making a request for offsets to the Secretary to the Department of Environment Land Water and Planning in accordance with the Biodiversity Conservation Strategy (Department of Environment and Primary Industries 2013); and

(b) any fee payable for securing the offsets through the Secretary to the Department of Environment Land Water and Planning under the Conservation Forests and Land Act 1987 must be paid; and

(c) the Secretary to the Department of Environment Land Water and Planning must have certified in writing that the relevant fee for the development has been paid and such certification must be submitted to the responsible authority.

The above requirements do not apply if, before the start of construction of a building or the construction or carrying out of works, the owner has entered into an agreement with the responsible authority and the Secretary to Department of Environment Land Water and Planning under section 173 of the Planning and Environment Act 1987, which provides for the payment of the fee required under section 28 of the Conservation Forests and Land Act to secure offsets through the Secretary to the Department of Environment Land Water and Planning by:

(a) the payment of the fee in instalments; or

(b) the transfer of vesting of land within a Conservation Area identified in the Precinct Structure Plan for Nature Conservation to or in the Secretary to the Department of Environment Land Water and Planning in lieu of payment of the fee for the land; or

(c) the carrying out of works within a Growling Grass Frog corridor identified in a Precinct Structure Plan in lieu of payment of the fee for the land; or

(d) a combination of any of the above;

to the satisfaction of the Secretary to the Department of Environment Land Water and Planning and/or the Commonwealth.

Before the start of the construction of a building or construction or carrying out of works on the land, an application must be made to the Registrar of Titles to register the section 173 agreement on the title to the land under section 181 of the Act.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

The owner must pay the reasonable costs of the responsible authority and Secretary to the Department of Environment Land Water and Planning in the preparation, execution and registration of the agreement.

50 Unless otherwise agreed by Public Transport Victoria (PTV), prior to the issue of the Statement of Compliance, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed in accordance with the Public Transport Guidelines for Land Use and Development; and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002, at locations approved by PTV, at no cost to PTV, and to the satisfaction of PTV.

Telecommunications

51 The owner of the land must enter in to 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 area where the National Broadband Network will not be provided by optical fibre.

52 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.

Melbourne Water (Conditions 53 to 61)

53 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 stormwater 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.

54 No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourse. Prior to the issue of a Statement of Compliance, a

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Council approved Site Management Plan detailing pollution and sediment control measures, must be submitted to Melbourne Water for our records.

55 All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council' satisfaction.

56 Stormwater drainage shall be to Council's satisfaction.

57 Any road or accessway intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).

58 Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

59 Prior to Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, council and the affected downstream property owner(s). Melbourne Water will require evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risks to downstream areas.

60 Prior to the issue of Statement of Compliance for the subdivision, Council approved engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records.

61 Prior to Statement of Compliance, Council approved SWMS including specifically the outfall arrangement (interim and ultimate) must be submitted to Melbourne Water for our records.

Country Fire Authority (Conditions 62 to 67)

62 The Bushfire Management Plan prepared by BAL Assessments, Version 2.1 dated 20 September 2019 must be endorsed to form part of the permit, be included as an annexure to the section 173 agreement and must not be altered unless otherwise agreed in writing by the CFA and the responsible authority.

63 In addition to the requirements of clause 44.06-5 of the Hume Planning Scheme the section 173 agreement prepared in accordance with that clause must also specify:

(a) Explicitly exclude Lot 70 Providence Road (existing Dwelling) from the following exemption under clause 44.06-2 of the Hume Planning Scheme:

- *A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-5.*

64 Before the Statement of Compliance issued under the Subdivision Act 1988, the defendable space on every lot in the subdivision must be implemented and maintained as specified on the endorsed Bushfire Management Plan, unless otherwise agreed in writing by the CFA and the responsible authority.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

65 Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CFA:

i) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.

ii) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

66 The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.

67 The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

Jemena (Conditions 69 to 70)

68 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.

69 The applicant shall: 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).

70 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.

Downer (Condition 71)

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

Expiry

72 This permit will expire if:

(a) the plan of subdivision for the first stage is not certified within two years of the date of the issue of this permit; or

(b) the plan of subdivision for the last stage is not certified within five 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 under the Subdivision Act 1988.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
04 January 2021	• Condition 15 (l) corrected pursuant to Section 71 of the Planning and Environment Act 1987

Date issued: 15 October 2020 ***Signature for the responsible authority:***

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987.**

WHEN DOES A PERMIT BEGIN?

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.

WHEN DOES A PERMIT EXPIRE?

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.

WHAT ABOUT REVIEWS?

(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.

Date issued: 15 October 2020 ***Signature for the responsible authority:***





LEGEND

- Site boundary
- Northern most extent of Bushfire Management Overlay (BMO)
- Building Envelope
- (X) Non-Typical Lots (refer to plan for setbacks)
- (ED) Existing dwelling 70 Providence Road
  Part of Lot 1 on TP857872V
- 1.8mH Colorbond Fence

BUILDING ENVELOPES:

Building Envolopes are for Bushfire Management Overlay purposes only.

Typical Lot Setback: (unless stated otherwise (X))

Front Setback: 4m

Rear Setback: 2m or 0m

Side Setback: 0-1m from all side boundaries adjoining another lot.

Corner Lots: 2m setback off the secondary road frontage.

Existing dwelling: Building Envelope to entire lot (ED)

LOT 29 Building Envelope encroachment within any adjoining TPZ is less than 10%.

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

N

0 10 20 30 metres
Scale 1:1000 @ A3

Job No. 21611 | MP09 | BOP
Date 14/12/20
By TAM Ckd AGT

c:\users\tam\taylors development strategists pty ltd\21611 - documents\acad\urban design\concept plans\cad\9\21611_mp09.dwg | BOP

70 & 80 Providence Road
Greenvale, 3059
HUME CITY COUNCIL

BUSHFIRE OVERLAY PLAN

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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

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

Our Reference:	**WBPI015630**
Your Reference:	**JLB:1075703**
Property Address:	**70 PROVIDENCE RD GREENVALE VIC 3059 LOT 1 TP 857872V VOL 10879 FOL 860**
Property No:	**303279**
Allotment Area:	**1.5020 HECTARES**
Development:	

Certificate Details:

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

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

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: ……. Date: 17 August 2021
PETER JOLLY
MUNICIPAL BUILDING SURVEYOR, HUME CITY COUNCIL

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.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)

HUME CITY COUNCIL

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

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

Our Reference: **WBPI015631**
Your Reference: **JLB:1075703**
Property Details: **70 PROVIDENCE RD**
GREENVALE VIC 3059
LOT 1 TP 857872V VOL 10879 FOL 860
Property Number: **303279**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **GRANGE GREENVALE 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
BS-U1301/20110174/0	BPS29380	CONSTRUCTION OF SWIMMING POOL BARRIER - POOL FENCE -- CHANGE OF RBS & COMPLETION OF POOL FENCE	23/09/2011	PHILIP WATT	BSU 1301	20110174/0	23/09/2011

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

Please note

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 18th 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 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 for more information and registrations.

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. 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.

.....

PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 18 August 2021

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Property No : 303279
Certificate No : eLIC061224
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

HUME CITY COUNCIL

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: JLB:1075714
Date of Issue: 21/08/2023

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

Property Description:	Lot 1 TP 857872V Vol 10879 Fol 860
Property Situated:	MUCHGUM 70 PROVIDENCE RD GREENVALE VIC 3059

Site Value $4045000	C.I.V. $4045000	N.A.V. $202250

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	RATE LEVIED ON C.I.V.		BALANCES OUTSTANDING
General Rate	$9,361.30		$6,690.64
Land Use Rebate	$0.00		$0.00
Optional Waste Charges	$462.90		$330.83
Fire Service Property Levy	$311.00		$222.26
Special Charge / Rate	$0.00		$0.00
Waste Rates and Charges	$496.09		$354.56
Arrears as at 30/06/2023			$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	$10,631.29		$7,598.29

****PLEASE NOTE :**	**Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024**

OTHER CHARGES

Account Number / Description	Principal	Interest	Interest To	Balance

TOTAL OTHER CHARGES: $0.00

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS

TOTAL OUTSTANDING AT ISSUE DATE : $7,598.29

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Property No : 303279
Certificate No : eLIC061224
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	MUCHGUM 70 PROVIDENCE RD GREENVALE VIC 3059

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

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

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact 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 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 $28.80 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
21/08/2023

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

PEXA BPAY BILLER CODE HAS CHANGED

BPAY **Biller Code:** 357947
Ref: 9132440

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

21st August 2023

Jacelle Butcher C/- GXS
LANDATA

Dear Jacelle Butcher C/- GXS,

RE: Application for Water Information Statement

Property Address:	70 PROVIDENCE ROAD GREENVALE 3059
Applicant	Jacelle Butcher C/- GXS LANDATA
Information Statement	30788718
Conveyancing Account Number	7959580000
Your Reference	JLB:1075714

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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	70 PROVIDENCE ROAD GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	70 PROVIDENCE ROAD GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

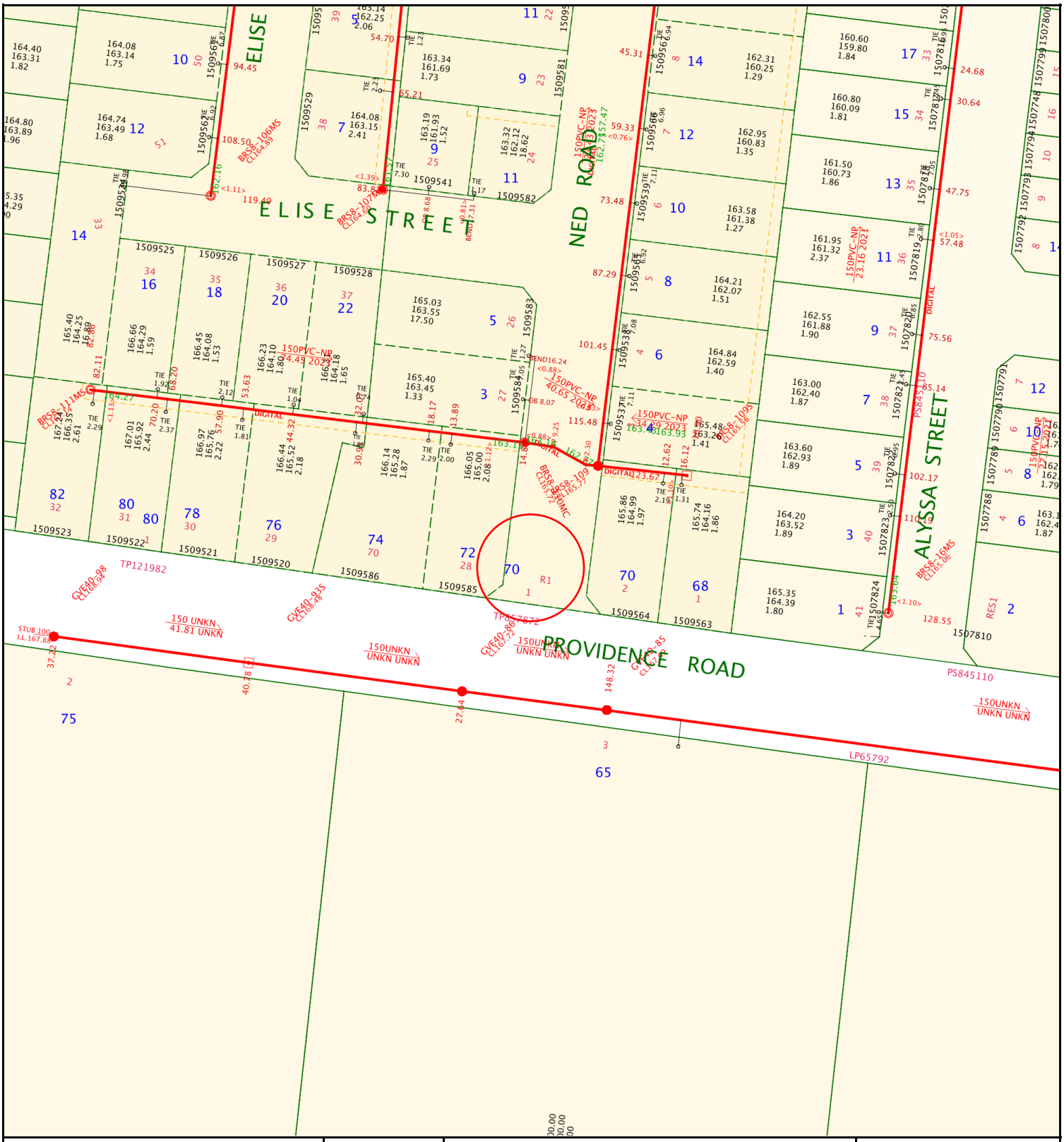
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30788718**	**Address**	70 PROVIDENCE ROAD GREENVALE 3059	
	Date	21/08/2023	N
	Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

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;

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

1st February 2021

Application ID: 481217

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.

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

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.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

27th January 2021

Application ID: 481263

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

Water

Required Services

Product	Qty
Standard Plugging Small	1

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.
Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.
Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.
Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:
a) Must be within 2 metres of the title boundary that abuts the water main
b) Must be fitted at right angles to the water main, in line with the tapping
c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
d) Must not be encased in concrete surrounds
e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Jacelle Butcher C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6393175227
Rate Certificate No: 30788718

Date of Issue: 21/08/2023
Your Ref: JLB:1075714

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
70 PROVIDENCE RD, GREENVALE VIC 3059	1\TP857872	1693748	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee *	01-07-2023 to 30-09-2023	$38.48	$38.48
Drainage Fee	01-07-2023 to 30-09-2023	$29.70	$29.70
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$27.34
		Total for This Property	$95.52

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1693748

Address: 70 PROVIDENCE RD, GREENVALE VIC 3059

Water Information Statement Number: 30788718

HOW TO PAY

Biller Code: 314567
Ref: 63931752276

Amount Paid		**Date Paid**		**Receipt Number**	

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Property Clearance Certificate

Land Tax

JACELLE BUTCHER

Your Reference:	LD:69962715-013-9.JLB:10757
Certificate No:	66830130
Issue Date:	08 SEP 2023
Enquiries:	ESYSPROD

Land Address: 70 PROVIDENCE ROAD GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7553844	1	857872	10879	860	$49,650.00

Vendor: GRANGE GREENVALE PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GRANGE PROPERTIES TRUST	2023	$3,850,000	$49,650.00	$0.00	$49,650.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$3,850,000
SITE VALUE:	$3,850,000
CURRENT LAND TAX CHARGE:	**$49,650.00**

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Notes to Certificate - Land Tax

Certificate No: 66830130

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

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 = $49,650.00

Taxable Value = $3,850,000

Calculated as $27,975 plus ($3,850,000 - $3,000,000) multiplied by 2.550 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 66830130

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 66830130

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Property Clearance Certificate

Windfall Gains Tax

JACELLE BUTCHER

Your Reference:	LD:69962715-013-9.JLB: 1075714
Certificate No:	66830130
Issue Date:	08 SEP 2023

Land Address:	70 PROVIDENCE ROAD GREENVALE VIC 3059

Lot	Plan	Volume	Folio
1	857872	10879	860

Vendor: GRANGE GREENVALE PTY LTD

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE: $0.00

Paul Broderick
Commissioner of State Revenue

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Notes to Certificate - Windfall Gains Tax

Certificate No: 66830130

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 66830134

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 66830134

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Alan Coppinger
Level 8, 447 Collins Street
MELBOURNE 3000

Client Reference: JLB:1075703

NO PROPOSALS. As at the 17th August 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

70 PROVIDENCE ROAD, GREENVALE 3059
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 17th August 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 52775288 - 52775288151801 'JLB:1075703'

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Extract of EPA Priority Site Register

EPA VICTORIA

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 70 PROVIDENCE ROAD
SUBURB: GREENVALE
MUNICIPALITY: HUME
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 178 Reference G10
Melways 40th Edition, Street Directory, Map 178 Reference G11

DATE OF SEARCH: 17th August 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 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:

[Extract of Priority Sites Register] # 52775288 - 52775288151801 'JLB:1075703'

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

Extract of EPA Priority Site Register

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

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

[Extract of Priority Sites Register] # 52775288 - 52775288151801 'JLB:1075703'

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A

HERITAGE VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

Alan Coppinger

CERTIFICATE NO:
52775288

PROPERTY ADDRESS:
70 PROVIDENCE ROAD GREENVALE

PARCEL DESCRIPTION:
Lot 1 TP857872V

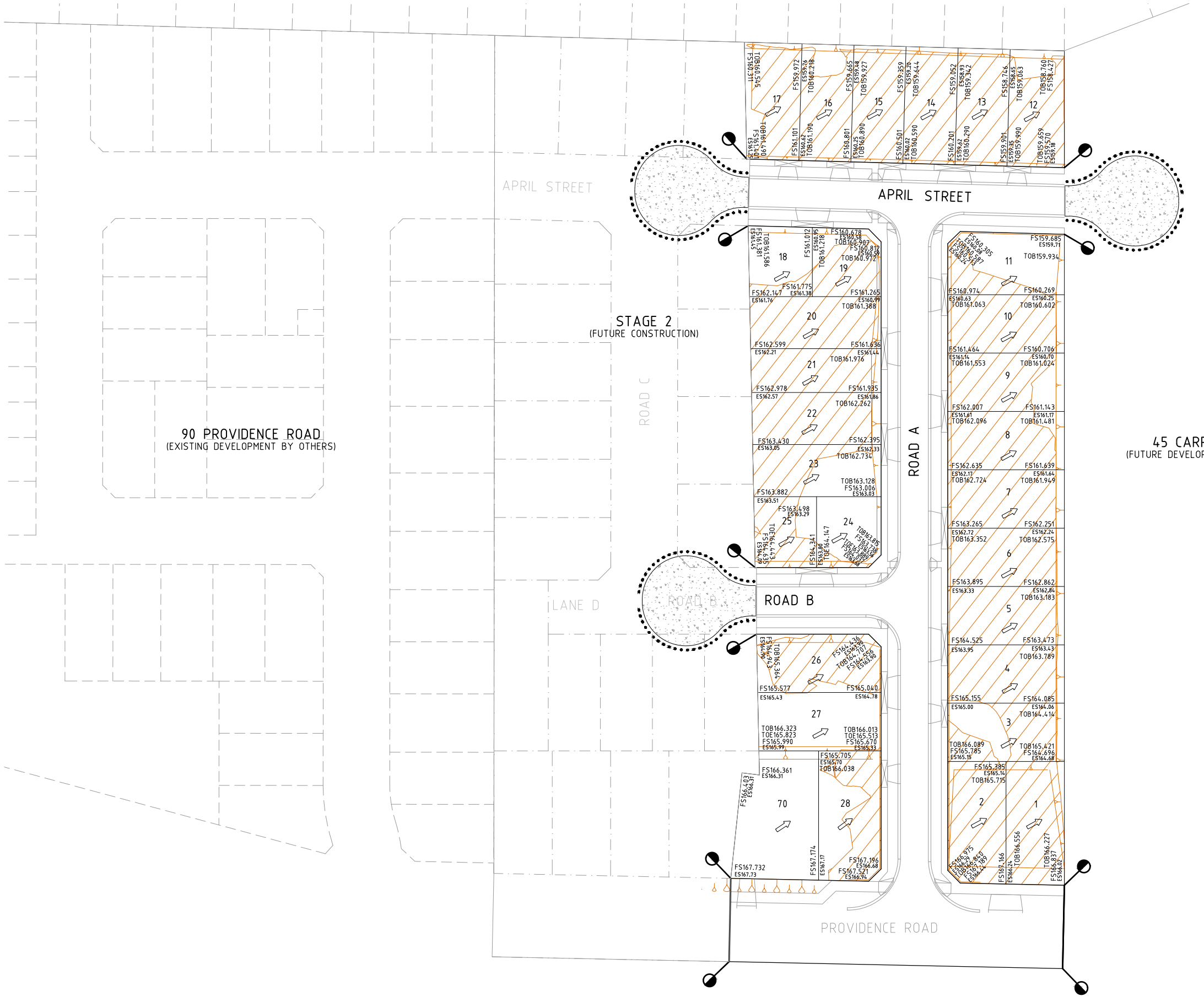
1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or 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.

Fiona McMahon
Heritage Officer (Registry)
(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

DATED: 20 August 2021
Note: This Certificate is valid at the date of issue.

Department of Environment, Land, Water & Planning
State Government Victoria

Docusign Envelope ID: 6EDEB42E-2AF5-4114-9B00-9333FFBA849A



NOTES: FILL PLAN

1. THIS PLAN SHOWS DETAILS OF WORKS AFFECTING THE NATURAL SURFACE OF THE LAND WITHIN THE SUBDIVISION WHICH HAVE BEEN CARRIED OUT OR ARE PROPOSED TO BE CARRIED OUT PRIOR TO REGISTRATION OF THE PLAN OF SUBDIVISION, BEING FILL PLACED ON THE LAND TO THE EXTENT AND DEPTH SHOWN ON THIS PLAN.
2. THIS PLAN DOES NOT SHOW ANY OTHER FILL WHICH MAY HAVE BEEN PLACED ON THE LAND PRIOR TO THE CIVIL WORKS BEING UNDERTAKEN.
3. THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF CONSTRUCTING SUBDIVISIONAL WORKS AND IS NOT A RECORD OF 'AS BUILT DETAILS'.
4. FILLING SHOWN LESS THAN 300mm DEEP IS GRADED OR SPREAD OVER ALLOTMENTS TO CORRECT MINOR SURFACE IRREGULARITIES SUCH AS FURROWS ETC AND LOT GRADING.
5. IRRESPECTIVE OF THE DEPTH OF FILLING FOUNDATIONS MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH A SOIL CLASSIFICATION AND REPORT PREPARED FOR THE PURPOSE AND IN ACCORDANCE WITH THE APPROPRIATE BUILDING REGULATIONS.
6. THE AREA MARKED THUS ▨ ON THIS PLAN INDICATES FILL DEEPER THAN 200mm PLACED ON ALLOTMENTS.
7. THE EXTENT OF AND DEPTH OF FILL MUST BE CONFIRMED BY A PROPER GEOTECHNICAL INVESTIGATION BY AN EXPERIENCED PRACTITIONER.

NOT TO BE USED FOR CONSTRUCTION

REVISION IN PROGRESS

REV	DESCRIPTION	DATE	AMEND	APP'D
A	INITIAL ISSUE	26/02/21	OF/FM	TL

Written dimensions to take precedence over scale. Contractor shall check and verify all dimensions on site. Discrepancies to be brought to the attention of the Superintendent.

© Dalton Consulting Engineers Pty Ltd

Drawn F.MOUSAVIARA
Date 18/02/21
AN 3611027
Designed O.FOLEY
Date 16/02/21
AN 2201226
Checked
Date
AN
Approved
Date
AN

LEGEND

ES20.06	EXISTING SURFACE LEVEL	▨	FILLING OVER 200mm
FS21.65	FINISHED SURFACE LEVEL		BATTER
TOB21.65	TOP OF BATTER		
TOE21.65	TOE OF BATTER		
TW21.65	TOP OF WALL		
BW21.65	BOTTOM OF WALL		
⇦	REGRADE LOT (MIN 1:50)		
	LIMIT OF WORKS		

Coords: MGA Levels: AHD

DIAL BEFORE YOU DIG www.1100.com.au

MERINDAH GREENVALE PTY LTD

0m 5m 10m 20m 30m

Scale @ A1/A3 1:500 / 1:1000

RESIDENTIAL DEVELOPMENT

STAGE 1
70 PROVIDENCE ROAD, GREENVALE
HUME CITY COUNCIL
FILL PLAN

Drawing No. 18244.1FP01 **Rev A**
Sheet No. 24 of 26

REVISION IN PROGRESS
DRAWING SUITABLE FOR INTERNAL DCE USE ONLY

Checked by: _____ ___/___/___

Signed: _____

PRELIMINARY

Drawing File: C:\12d Synergy\data\SYNERGY-WEL\18244.1-70 Providence Rd Greenvale - Stage 1_2140\3 Design\1 ACAD\4_BD\18244.1FP01.dwg - FP01
Date/Time: Fri Feb 26, 2021 - 9:39am - tgrimm