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Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

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 ...../ ..... /2024

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

.....

State nature of authority, if applicable: .....

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../ ..... /2024

Print name(s) of person(s) signing: **BRETT ANDREW FORTUNE AND DONNA JANE FORTUNE**

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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.

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *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

Jason Real Estate
201B Melrose Drive, Tullamarine, VIC 3043

Email: contact@jasonrealestate.com.au

Tel: (03) 9338 6411 Mob: Fax: Ref:

Vendor

BRETT ANDREW FORTUNE AND DONNA JANE FORTUNE
183 Quamby Road, Guys Hill, VIC 3807

Vendor's legal practitioner or conveyancer

Yarra Ranges Lawyers Pty Ltd
16 Winyard Drive, Mooroolbark VIC 3138

Email: emily@yrlawyers.com.au Tel: (03) 9727 4055 Ref: EF:236051

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: ……..

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ...……. Mob: …….. Fax: …….. Ref: ……

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	**11585**	**Folio**	**399**	**405**	**PS728815T**

If no title or plan references in the table, the land is as described in the Section 32 Statement or the Register Search Statement and the document referred to as the diagram location in the Register Search Statement attached to the Section 32 Statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **83 Frontier Avenue, Greenvale 3059**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

All fixed floor coverings, window furnishings, electric light fittings, and all fixtures and fittings of a permanent nature, as inspected.

Payment

Price $

Deposit $ _____ by _____ (of which $ _____ has been paid)

Balance $ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on ……/……/……

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on with options to renew, each of years

OR ☐ a residential tenancy for a fixed term ending on

OR ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____ (or another lender chosen by the purchaser)

Loan amount: no more than $ _____ Approval date: ……/……/……..

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

☒ Special condition 1 – Condition of property

1.1 The Purchaser acknowledges that:-

(a) Any improvements on the property may be subject to or require compliance with the Victoria Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not be deemed to constitute a defect in the Vendors title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and

(b) The Purchaser has purchased the property as a result of the purchasers own inspection or enquiries and in its present condition and state of repair and subject to all faults and defects both latent or patent and the Vendor is under no liability or obligation to the Purchaser to carry out any repairs or improvements to the property;

(c) The land as offered for sale and inspected is identical with the land described in the Title particulars referred to in the Particulars of Sale.

☒ Special condition 2 – Deletions and Amendments of General Conditions

2.1 The parties agree that the following General Conditions do not apply to this Contract:-

(a) General Condition 9 (Consents)

(b) General Condition 12 (Builders Warranty Insurance)

(c) General Condition 13 (General Law Land)

(d) General Condition 30 (Terms Contract)

(e) General Conditions 31.4, 31.5 and 31.6 (Loss or damage before settlement)

2.2 General Condition 4 (Nominee) is amended by inserting the following at the end of the General Condition:-

"The Purchaser must make such a nomination no later than 14 days prior to the due date for settlement. If the Purchaser makes such nomination within 14 days of the due date for settlement, the Purchaser shall be deemed to be in default under the Contract and:-

(a) the Vendor shall not be required to effect settlement until 14 days after the Purchaser gives written notification to the Vendor of the nomination; and

(b) the Purchaser shall pay the Vendor's legal costs and expenses as between solicitor and client in the sum of $440.00 inc. GST.

2.3 General Condition 6.4 is amended by adding the words "other than as disclosed by the usual searches and in the Vendors Statement" after the word "following".

2.4 General Condition 21.2 is amended by replacing the number "14" with the number "7".

2.5 General Condition 21.2(a) is amended to add the word "structural" after the word "major".

2.6 General Condition 22.2 is amended by replacing the number "14" with the number "7".

☒ Special condition 3 – Electronic Conveyancing Penalties

3.1 In the event that a Purchaser:

(a) gives notice under General Condition 18.2;

(b) withdraws from the Electronic Workspace; or

(c) requires or requests settlement be conducted by paper; or

(d) causes, by any act, omission or delay by the Purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and/or time;

the Purchaser shall be in breach of the Contract.

3.2 The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser breaches the Contract in the manner set out in sub-clause 3.1 of this special condition above the Vendor will suffer the legal costs and expenses as between solicitor and own client of $660.00 inclusive of GST, which the Purchaser acknowledges are reasonably foreseeable losses and which the Purchaser shall pay to the Vendor on or prior to settlement.

☒ **Special condition 4 – Costs of Default**

4.1 If the Purchaser shall default in compliance with the terms and conditions of this Contract of Sale, the Purchaser shall pay upon demand:-

(a) interest as herein provided;

(b) all expenses incurred by the Vendor as a result of such breach;

(c) the Vendor's legal costs and expense as between solicitor and own client of and incidental to the preparation and service of any notice of default;

(d) all costs and expenses as between agent/conveyancer/solicitor and own client.

Without in any way limiting the forgoing the Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the said property on the due date under the Contract, or such other date agreed between the parties, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in accordance with the terms of the Contract:-

(a) cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;

(b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement;

(c) accommodation expenses necessarily incurred by the Vendor; and

(d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property;

(e) Any and all additional outgoings or changes for which the Vendor will be liable as a result of the Vendor remaining or being recorded as remaining owner of the property.

☒ **Special Condition 5 – Land Tax**

5.1 The parties acknowledge and agree that Land Tax assessed for this property will not be adjusted and payment of same will be the Vendor's responsibility at settlement.

5.2 This special condition applies notwithstanding any General Condition to the contrary in the Contract.

☒ **Special condition 6 – Auction**

6.1 The Property is offered for sale by public auction subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auction) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 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, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 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 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.

6.4 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 directly or indirectly 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.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 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.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 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.

7.2 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.

8. SERVICES

8.1 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.

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 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.

11.2 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 11.4, 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.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

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

11.4 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.0

11.5 Subject to general condition 11.6, 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 predominately 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.

11.6 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 11.5 if -

(a) the personal property is of a kind that may be described by a 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.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(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.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(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.

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

11.12 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 11.11.

11.13 If settlement is delayed under general condition 11.12, 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.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING 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.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

13.3 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.

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

13.5 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.

13.6 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.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 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.

14.2 If the land is sold 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 registration of the plan of subdivision.

14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 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.

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 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.

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

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, 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, items and keys at the vendor's address set out in the contract, and

(d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 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:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable 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

(c) 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) 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.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

20. LOAN

20.1 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.

20.2 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, together with written evidence of rejection or non-approval of the loan, 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.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the Day of Sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the Day of Sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 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 adjustment paid and received as appropriate.

23.2 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.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

(d) 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.*

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 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.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. 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.

30. TERMS CONTRACT

30.1 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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

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31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

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

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

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

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

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

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

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

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

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

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GUARANTEE AND INDEMNITY

TO: **BRETT ANDREW FORTUNE AND DONNA JANE FORTUNE** (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 (hereinafter called “the 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 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 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 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 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 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 at any time being given to the Purchaser or by any other thing whatsoever which by the Contract of Sale or any other remedies or securities available by 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 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 Contract of Sale except that the Contract of Sale 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 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 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 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 Contract of Sale 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 Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the Contract of Sale.

S C H E D U L E

Vendor: **BRETT ANDREW FORTUNE AND DONNA JANE FORTUNE**

Purchaser: _____

Guarantor: _____

IN WITNESS whereof the said Guarantors have set their hands and seals this day of 2024

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

× ……
Witness

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

× ……
Witness

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

DATED 2024

BRETT ANDREW FORTUNE AND DONNA JANE FORTUNE

to

_____

CONTRACT OF SALE OF LAND

Property: 83 Frontier Avenue, Greenvale 3059

YARRA RANGES LAWYERS PTY LTD
16 Winyard Drive
Mooroolbark Vic 3138

Tel: (03) 9727 4055
Fax: (03) 9727 4099
Ref: 236051

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YARRA RANGES LAWYERS
16 Winyard Drive Mooroolbark Victoria 3138
T (03) 9727 4055 | F (03) 9727 4099
admin@yrlawyers.com.au
www.yarrarangeslawyers.com.au

Vendor Statement

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

This statement must be signed by the Vendor and given to the purchaser before the purchaser signs the contract. The Vendor may sign by electronic signature.

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

Land	83 Frontier Avenue, Greenvale 3059	
Vendor's name	Brett Andrew Fortune	**Date** / /
Vendor's signature	DocuSigned by: Brett Andrew Fortune AE73E77CFD034FA...	27/6/2024
Vendor's name	Donna Jane Fortune	**Date** / /
Vendor's signature	DocuSigned by: Donna Jane Fortune 69EF56F9661B455...	27/6/2024
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

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1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) Are contained in the attached certificate/s.

Any further amounts for which the purchaser may become liable as a consequence of the purchase are set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which has become operative after the Day of Sale, and/or any special levies struck after the Day of Sale;
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for any Land Tax assessed for the following years if the property is not exempt as the purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Nil	To	Nil

Other particulars (including dates and times of payments):

Nil

1.3 **Terms Contract**

This section 1.3 only applies if this Vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this Vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this Vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the Vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

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(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction. However, underground electricity cables, NBN cables, telephone cables, sewers and drains may be laid outside registered easements. The Purchasers should make their own enquiries regarding same prior to committing to purchase.

3.2 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☒

3.4 **Planning Scheme**

Attached is a Property Report with the required specified information.

Where the property is outside the metropolitan area (as defined in the Sale of Land Act 1962 (Vic)) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate enquiries prior to committing to purchase.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues.

Proposed Planning Scheme Amendments – This property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The Purchasers should conduct appropriate enquiries prior to committing to purchase.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The Purchasers should conduct their own enquiries prior to committing to purchase.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Are as follows:

Attached, if applicable, otherwise none to the Vendor's knowledge. The Vendor has no means of knowing all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 **Agricultural Chemicals**

There are NO 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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to the Vendor's knowledge.

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

None to the Vendor's knowledge.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificate.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to obtain any Permit or Final Inspection.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this Vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the Vendor or the Vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that 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 statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Register Search Statement (Title) Volume 11585 Folio 399
Instrument Search AE282918H
Instrument Search AE330131M
Copy of Plan PS728815T
Memorandum of Common Provisions AA2363
Department of Environment, Land, Water & Planning: Planning Certificate Express
Planning Property Report
Hume City Council: Land Information Certificate
Yarra Valley Water: Water Information Statement
State Revenue Office: Land Tax
VicRoads: VicRoads Certificate
Environment Protection Authority: Extract of Priority Sites Register
Development Application Report
Hume City Council: Building Approval 326 (1) Form 10
Building Permit
Occupancy Permit
Builders Warranty Insurance
Due Diligence Checklist

14. If the property sold contains a dwelling house it is the Purchaser's responsibility to ensure that the dwelling is fitted with approved smoke alarms pursuant to Clause E1.7 of the Building Code of Australia and Regulation 4.14 of the Building Regulations 1994 within 30 days of settlement of this Contract.

16. MATERIAL FACTS

In accordance with Section 12(d) of the *Sale of Land Act 1962* the Vendor discloses the following material facts:

None to the Vendor's knowledge.

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

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

VOLUME 11585 FOLIO 399

Security no : 124115908872Y
Produced 18/06/2024 01:39 PM

LAND DESCRIPTION

Lot 405 on Plan of Subdivision 728815T.
PARENT TITLE Volume 11547 Folio 652
Created by instrument PS728815T 23/07/2015

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 9 of a total of 10 equal undivided shares
Sole Proprietor
BRETT ANDREW FORTUNE of 183 QUAMBY ROAD BEACONSFIELD UPPER VIC 3808
As to 1 of a total of 10 equal undivided shares
Sole Proprietor
DONNA JANE FORTUNE of 183 QUAMBY ROAD BEACONSFIELD UPPER VIC 3808
AM098245R 11/08/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT100986E 24/03/2020
FIRST MORTGAGE COMPANY HOME LOANS PTY LTD

COVENANT PS728815T 23/07/2015

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
AE282918H 06/04/2006

AGREEMENT Section 173 Planning and Environment Act 1987
AE330131M 03/05/2006

DIAGRAM LOCATION

SEE PS728815T 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: 83 FRONTIER AVENUE GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

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

eCT Control 20637K LIVE LAWYER PTY LTD
Effective from 24/03/2020

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OFFICE OF TITLES R.I.J. VICTORIA

FORM 18

IRL letter KEEP

AE282918H
06/04/2006 $92.30 173

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

Planning and Environment Act 1987

Lodged by: Phillips Fox on behalf of Hume City Council

Name: ~~Hume City Council~~ Kim Piskuric / Louise Hicks

Phone: ~~9205 2200~~ 9274 5000

Address: 140 William Street, Melbourne, Victoria, 3000
~~1079 Pascoe Vale Road, Broadmeadows, Victoria 3047~~

Ref: ~~P9603~~ LMH : KNP : 0375799

Customer Code: 1390B.

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: ~~Lot A on Plan of Subdivision No. 523473N and being the land in~~ Certificate of Title Volume 10890 Folio 002

Authority: Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: .....

Name of Officer: Kurt Brown

Date: 28 / 3 / 2006

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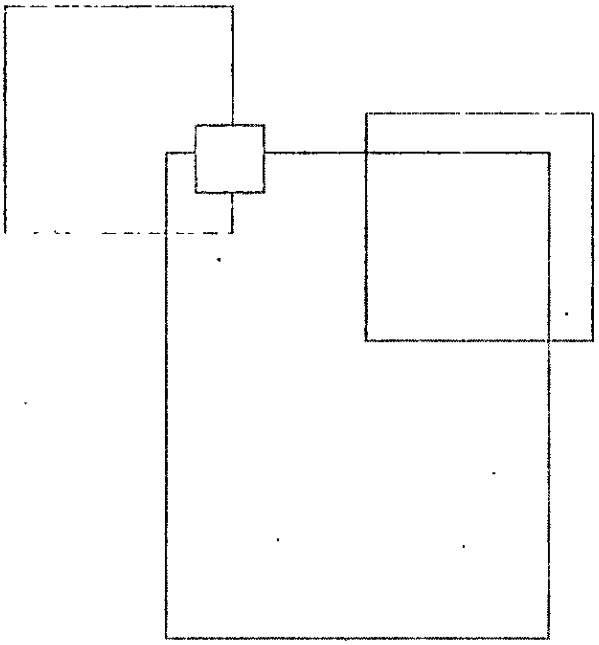
RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

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HUME CITY COUNCIL

and

PEET & COMPANY LTD
ACN 008 665 834



AGREEMENT MADE PURSUANT TO SECTION 173 OF THE *PLANNING AND ENVIRONMENT ACT 1987* FOR THE GREENVALE RISE WEST ESTATE

Level 12
469 La Trobe Street
Melbourne Victoria 3000 Australia

PO Box 5146AA
Melbourne Victoria 3001
DX 494 Melbourne

Tel 61 3 9609 1555
Fax 61 3 9609 1600

www.rk.com.au

AFFILIATED FIRMS PRACTISING SEPARATELY IN
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THIS AGREEMENT is made on 20 September 2005

PARTIES

1 **HUME CITY COUNCIL**
of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047
("**Hume**")

2 **PEET & COMPANY LTD**
ACN 008 665 834
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004
("**Peet**")

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RECITALS

A Peet is registered or entitled to be registered as the proprietor of the Site.

B The Site is within the municipal district of Hume and is within the Residential 1 Zone and the Public Park and Recreation Zone of the Scheme. It is also subject to Development Plan Overlay 11 (**DPO11**) and partly subject to Public Acquisition Overlay 1 (**PAO1**).

C The Scheme is administered by Hume which enters into this Agreement as the Responsible Authority, without limiting or restricting its powers, and does so pursuant to section 173 of the Act.

D At the date of this agreement the Site is encumbered by Mortgage No. AB636350U in favour of National Australia Bank Limited, the consent of which will be given to this Agreement. The mortgagee's consent is attached to **Schedule 2** of this Agreement.

E The Parties enter into this Agreement:

(a) to give effect to the requirements of the Scheme;

(b) to advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Site.

THEREFORE IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement:

1.1.1 "**Act**" means the Planning and Environment Act 1987;

1.1.2 "**Agreement**" means this Deed of Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

1.1.3 "**Commencement Date**" means the date of this Agreement;

1.1.4 "**E14**" means the E14 transit corridor proposed by VicRoads, which at the date of this Agreement, is proposed to be located in the position shown on the plan in **Schedule 1**;

1.1.5 "**E14 Works**" means the construction of a two way two lane road to arterial road standard in accordance with the detailed design to be submitted to and approved by Hume pursuant to clause 4.4.1, as

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referred to and described in clauses 4.3.1, 4.4 and 4.5. The E14 Works will form half of a duplicated arterial road to be constructed by others.

Volume 10890 Folios 003-059

1.1.6 **"Greenvale Rise East"** means such of the lands described in Certificate of Title ~~Volume 8061 Folio 425~~ as are, at the date of this Agreement, to the east of the E14 and within the Residential 1 Zone.

1.1.7 "**Hume**" means Hume City Council being the Responsible Authority under the Scheme and includes any successors to Hume City Council;

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1.1.8 "**JMD Extension**" means a street built to a standard to Hume's satisfaction, as is referred to and described in clauses 4.9, 4.10, 4.11 and 4.12 of this Agreement;

1.1.9 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Register of Titles as mortgagee of the Site or any part of it;

1.1.10 "**Peet**" includes the person or persons registered or entitled from time to time to be registered as the owner of the Site or any part of it and includes a Mortgagee in possession;

1.1.11 **"RANAD Land"** means the land contained in Certificate of Title Volume 10750 Folio 343 that Peet recently purchased from the Commonwealth that was previously occupied by the Royal Australian Navy Armaments Depot;

1.1.12 "**Scheme**" means the Hume Planning Scheme;

Volume 10890 Folio 002

1.1.13 "**Site**" means such of the lands described in Certificate of Title ~~Volume 8061 Folio 425~~ as are, at the date of this Agreement, within the Residential 1 Zone and the Public Park and Recreation Zone, and subject to DPO11 and partly subject to PAO1 of the Scheme, which is shown as "Site" on the plan in **Schedule 1**;

1.1.14 "**Termination Date**" means the date upon which the obligations of Peet and Hume under this Agreement are completed and fulfilled to the satisfaction of Hume or such other date as agreed by all parties.

1.2 The parties agree that in the interpretation of this Agreement:

1.2.1 the singular includes the plural and the plural includes the singular;

1.2.2 a reference to a gender includes a reference to each other gender;

1.2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and its successors in law;

1.2.4 if a party consists of more than one person this agreement binds them jointly and each of them severally;

1.2.5 a reference to an Act, Regulation or Planning Scheme shall include any Act, Regulation or Planning Scheme amending, consolidating or replacing the Act, Regulation or Planning Scheme;

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1.2.6 the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;

1.2.7 a reference in this Agreement to "Hume" includes each of its successors and a reference to "Peet" includes its receivers, liquidators, assigns and successors;

1.2.8 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act.

1.3 This Agreement commences on the Commencement Date and ends on the Termination Date.

2 SEVERABILITY

2.1 Should this Agreement be found to be unenforceable under the Act, it will nevertheless remain a Deed between the parties and be enforceable as a Deed in a Court of competent jurisdiction in the State of Victoria.

2.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

3 ENDING OF THE AGREEMENT

Whenever Hume has issued a statement of compliance in respect of any subdivision of any part of the Site, provided that Peet's obligations under this Agreement in respect of that part of the Site have been fulfilled to Hume's satisfaction, Hume must, at Peet's cost within a reasonable time of being requested by Peet, provide Peet or its nominee a registrable form of notice of withdrawal of registration of this Agreement against the title or titles to the relevant part or parts of the Site to enable Peet to lodge such notice or application in the Land Registry pursuant to section 183 of the Act.

4 PEET'S OBLIGATIONS TO HUME

Peet covenants and agrees with Hume that:

4.1 It will set aside that part of the Site currently within the Public Park and Recreation Zone for the purpose of a regional open space link connecting Mt. Aitken with future regional open space to be located to the south around Greenvale Reservoir.

4.2 Prior to the issue of any statement of compliance under section 21 of the *Subdivision Act 1988* for any subdivision of the Site or any part or parts of the Site Peet will:

4.2.1 pay Hume an amount of $750 (as adjusted if necessary pursuant to this clause) per residential lot on any subdivision of land within the Site as a community infrastructure contribution, for the purposes of the provision of community facilities and infrastructure accessible and available, or to become accessible and available to the residents (including anticipated residents) of the Site. The amount of $750 shall be adjusted annually in accordance with the CPI All Capital Cities Weight Index published from time to time during the relevant period from the 30 January 2003 (Amendment C4 gazettal date).

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4.2.2 if necessary, agree in writing to provide an appropriate off-set for any native vegetation that may be required to be removed from the Site on the balance of the land owned by Peet within the Site in accordance with a revegetation and management plan to the satisfaction of Hume by a date agreed to by Hume.

4.3 Prior to the issue of any statement of compliance under section 21 of the *Subdivision Act 1988* for any residential subdivision of any part of the Site which, when combined with any earlier subdivision/s of the Site creates more than 240 residential lots, or by 31 May 2010, whichever is the earlier date, unless otherwise agreed in writing by Hume, Peet must:

4.3.1 at its cost, have constructed or contribute to Hume the full estimated cost of construction (including estimated design costs), of the E14 Works on an alignment agreed between Peet and Hume for a distance extending from the northern most adjacent boundary to the southern most adjacent boundary of the Site in the approximate location shown in **Schedule 1** of this agreement or at such other location as agreed between Peet and Hume;

4.3.2 for the purposes of satisfying the public open space requirements for the Site and for Greenvale Rise East, either:

(a) pay Hume a public open space contribution equivalent to 5% of the value of all of the developable land within the Site, excluding such parts of the Site as are within the Public Park and Recreation Zone, and 5% of the value of all of the developable land within Greenvale Rise East; or

BY VESTING

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(b) transfer to Hume freehold title (free of encumbrances except for registered or appropriated easements) such part or parts of the RANAD Land, which Hume agrees is acceptable, which comprises an area equivalent to 5% of the area of all of the developable land within the Site, excluding such parts of the Site as are within the Public Park and Recreation Zone, and 5% of the area of all of the developable land within Greenvale Rise East.

4.3.3 provide Hume with any land it proposes to set aside for the purpose of a regional open space link as an alternative to the land set aside under clause 4.1, provided that they have obtained Hume's consent in writing.

4.3.4 landscape or contribute to Hume the full estimated cost of landscaping any public open space provided under 4.3.2 and any land set aside for the purpose of a regional open space link under clause 4.1 or 4.3.3.

4.4 Unless Peet have contributed to Hume the full estimated cost of construction (including estimated design costs) of the E14 Works pursuant to clause 4.3.1, Peet must:

4.4.1 Submit the detailed design of the E14 Works to Hume for Hume's approval prior to 31 September 2009; and

4.4.2 Commence construction of the E14 Works prior to 31 January 2010.

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4.5 Where Peet elects to complete the construction of the E14 Works rather than contribute to Hume the estimated full cost of construction (including estimated design costs) pursuant to clause 4.3.1, upon the completion of the E14 Works by Peet in accordance with clause 4.3.1 as certified in writing by Hume, Peet must maintain the E14 Works, at its own cost, to Hume's satisfaction for a period of 12 months.

4.6 Prior to or as part of the issue of any statement of compliance under section 21 of the *Subdivision Act 1988* for any subdivision of any part of the Site which creates a residential lot within the shaded or hatched area shown as the "Extent of land reserved from subdivision until finalisation of E14 Alignment" on the plan attached to Schedule 1, Peet must have transferred to or vested in Hume (at no cost to Hume) a road reservation 50 metres wide or some lesser width agreed to in writing by Hume in the location of the shaded or hatched area shown as the "Extent of land reserved from subdivision until finalisation of E14 Alignment" on the attached plan in **Schedule 1**.

4.7 Peet will have vested in Hume the land referred to in clause 4.6 pursuant to section 24(2)(b) of the *Subdivision Act 1988* by showing such land as the "E14 Transit Route" in favour of Hume on any plan of subdivision which creates a residential lot within the shaded or hatched area as described in 4.6, in respect of which a statement of compliance is sought.

4.8 Within 12 months of the vesting of the land referred to in clause 4.6, or within such extended time as may be agreed by Peet, Hume must, in conjunction with VicRoads, subject to the requirements of the Act, have prepared an amendment to the Scheme to remove the PAO which presently affects the Site.

4.9 Prior to the issue of any statement of compliance pursuant to Section 21 of the *Subdivision Act 1988* for any residential subdivision of any part of the Site which, when combined with any earlier subdivision/s of the Site creates more than 96 residential lots, or by 31 December 2006, whichever is the earlier, unless otherwise agreed in writing by Hume, Peet must, at its own cost, have completed construction or contributed to Hume the estimated full cost of construction (including estimated design costs) of the JMD Extension enabling vehicular traffic going from or to any residential development within the Site to connect to the existing western end of James Mirams Drive which is to the east of the Site.

4.10 Unless Peet has contributed to Hume the full estimated cost of construction (including estimated design costs) of the JMD Extension pursuant to clause 4.9, Peet must:

4.10.1 Prior to 1 June 2006:

(a) Submit the detailed design of the JMD Extension to Hume for Hume's approval; and

(b) Ensure that the location and the design of the JMD Extension shall be consistent with any approved Development Plan/s as approved or proposed under the Scheme which affects the Site and/or the RANAD Land through which the JMD Extension will need to be constructed. The RANAD Land is still awaiting zoning and the preparation of a Development Plan or a Structure Plan to the satisfaction of Hume.

(c) Resolve with Melbourne Water Corporation any drainage requirements for the JMD Extension prior to the final construction of the JMD Extension and provide Melbourne

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Water Corporation's approval of any such drainage requirements in writing to Hume.

4.10.2 Commence construction of the JMD Extension prior to 30 September. 2006.

4.11 Where Peet elects to complete the construction of the JMD Extension under clause 4.9, rather than contribute to Hume the full estimated cost of construction, upon the completion of the JMD Extension by Peet in accordance with clause 4.9 as certified by Hume, Peet must maintain the JMD Extension, at its own cost, to Hume's satisfaction for a period of 12 months.

4.12 If the JMD Extension is constructed prior to the approval of any zoning, including any Structure Plan or Development Plan for the RANAD Land, and the subsequent approval of any such zoning or Structure Plan or Development Plan results in the JMD Extension not being in accordance with it or them, any removal, alteration, construction or realignment of the JMD Extension must be undertaken by Peet without cost to Hume and Peet shall indemnify Hume for any claim related to the alteration, construction, removal, realignment or making good of the JMD Extension in this event.

4.13 Should Hume not be satisfied with the timing of progress of any obligation under this Agreement relating to the E14 Works or JMD Extension, Hume, at its option, may refuse to issue any further statement of compliance under section 21 of the *Subdivision Act 1988* for any subdivision of the Site or any part/s of the Site until such time as Peet has provided Hume with a bank guarantee for an amount which Hume considers to be equal to the cost of Hume satisfying the relevant obligation or such other amount as agreed to by Hume.

4.14 Hume will release any unused portion of the bank guarantee provided by Peet under clause 4.13 once Hume is satisfied that the obligation for which the bank guarantee was provided has been fulfilled.

4.15 The design of residential lots for any subdivision of the Site which abuts E14 must be generally to the satisfaction of Hume.

4.16 Any dispute that arises between the parties in relation to any estimate of costs referred to in clause 4 will be dealt with in accordance with clause 16.2 and 16.3.

5 PEET'S WARRANTIES AND COVENANTS

Peet warrants and covenants with Hume:

5.1 that there are no mortgages, liens, charges, easements or other encumbrances or rights inherent in any other person affecting this Site not disclosed by the usual searches since Peet has become entitled to be registered as the proprietor of the Site;

5.2 to the best of Peet's knowledge, the Site or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958*.

6 REGISTRATION OF AGREEMENT

6.1 Peet will consent to Hume making an application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title/s for the Site in accordance with section 181 of the Act and do all things necessary to enable Hume to do so including signing any further agreement acknowledgment

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or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register.

6.2 Without limiting the operation or effect which this Agreement has, Peet must ensure that until such time as a recording of this Agreement in the Register is registered on the Certificate of Title/s to the Site, successors in title shall be required to:



6.2.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

6.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of Peet appears in addition to or in lieu of the name of Peet.

7 NOTIFICATION TO SUCCESSORS IN TITLE

Peet will not sell, transfer, assign or otherwise part with possession of the Site or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.

8 OBLIGATIONS TO RUN WITH THE SITE

Peet and Hume acknowledge and agree that, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act and the obligations imposed on Peet under this Agreement are conditions on which the Site may be used or developed for specified purposes and are intended to take effect as separate and several covenants which shall be annexed to and run at law and in equity with the Site and bind Peet, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Site and every part of the Site.

9 PEET MUST APPLY FOR THE RELEVANT APPROVALS

Peet expressly covenants and agrees that prior to the commencement of any development or works on the Site, it will obtain, at its own expense, all necessary approvals and consents under any relevant Act, Regulation or the Scheme.

10 NON-FETTERING OF HUME'S DECISION MAKING

The parties acknowledge and agree that this Agreement:

10.1 does not fetter or restrict the power or discretion of Hume in relation to any future planning decision applicable to the Site or relating to any use or development of the Site.

10.2 will not and is not intended to prejudice the rights of Peet to make any application under the Planning Scheme for permission to use and develop the Site or prevent or constrain Hume from considering and determining any such application in accordance with the requirements of the Scheme and the Act.

11 NO WAIVER

At any time or other any indulgence granted by Hume to Peet or Peet to Hume or any variation of the terms and conditions of this Agreement or any judgment or order obtained

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by Hume against Peet or by Peet against Hume will not in any way amount to a waiver of any of the rights or remedies of Hume or Peet in relation to the terms of this Agreement.

12 INDEMNITY AND RELEASE

Peet agrees not to make any claim for damages or loss of any kind against Hume, or its officers, employees, agents and contractors as a result of anything permitted by or done in accordance with this Agreement. Peet agrees to hold harmless and keep Hume, or its officers, employees, agents and contractors indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such demand for injury in respect of any suit, action, proceeding, judgment or claim including any claim in negligence or arising from a personal injury.

13 DUTY

Should any duty be lawfully payable on the transfer or vesting of land from Peet to Hume, Peet agrees to indemnify Hume in respect of any such obligation or payment.

14 COSTS

Peet will pay Hume's reasonable costs in relation to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are, and until paid will remain, a debt due to Hume.

15 SERVICE

15.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

15.1.1 by delivering it personally to that party;

15.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

15.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

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15.2 A notice or other communication is deemed served:

15.2.1 if delivered, on the next following business day;

15.2.2 if posted, on the expiration of two business days after the date of posting; or

15.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

16 DISPUTE RESOLUTION

16.1 In the event of there being any dispute between Peet and Hume arising out of this agreement relating to whether or not a matter is to be done to the satisfaction of Hume, the parties agree that such dispute shall be referred, unless otherwise resolved, to the Victorian Civil and Administrative Tribunal pursuant to section 149 of the Act.

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16.2 If the dispute concerns a matter that is not referrable to the Victorian Administrative Tribunal, the Parties agree to refer the matter to arbitration by an arbitrator agreed upon in writing by the Parties, or in the absence of such agreements, to arbitration by a person appointed by the Chairman of the Victorian Chapter of the Institute of Arbitration Australia following consultation with the Parties as to the nature of the dispute.

16.3 Where the dispute concerns obligations relating to the E14 Works, the parties agree that any comments provided by VicRoads in relation to the dispute will be taken into consideration by the parties and any arbitrator to which the matter is referred under clause ~~15.2~~ 16.2.

EXECUTED as an agreement.

THE COMMON SEAL of **HUME CITY COUNCIL** was hereto affixed on the 20th September 2005 in the presence of:

HUME CITY COUNCIL THE COMMON SEAL OF

Councillor

Chief Executive Officer

THE COMMON SEAL of **PEET & COMPANY LTD ACN 008 665 834** was affixed in the presence of authorised persons:

PEET & COMPANY LIMITED A.C.N. 008 665 834 COMMON SEAL

Director

ANTHONY LEANNON
Full name

5 TYRELLA CRESCENT TOORAK 3142
Usual address

*Director/secretary *Delete whichever is inapplicable

DOM SCAFETTA
Full name

11 SANDALWOOD RD CANNING VALE WA 6155
Usual address

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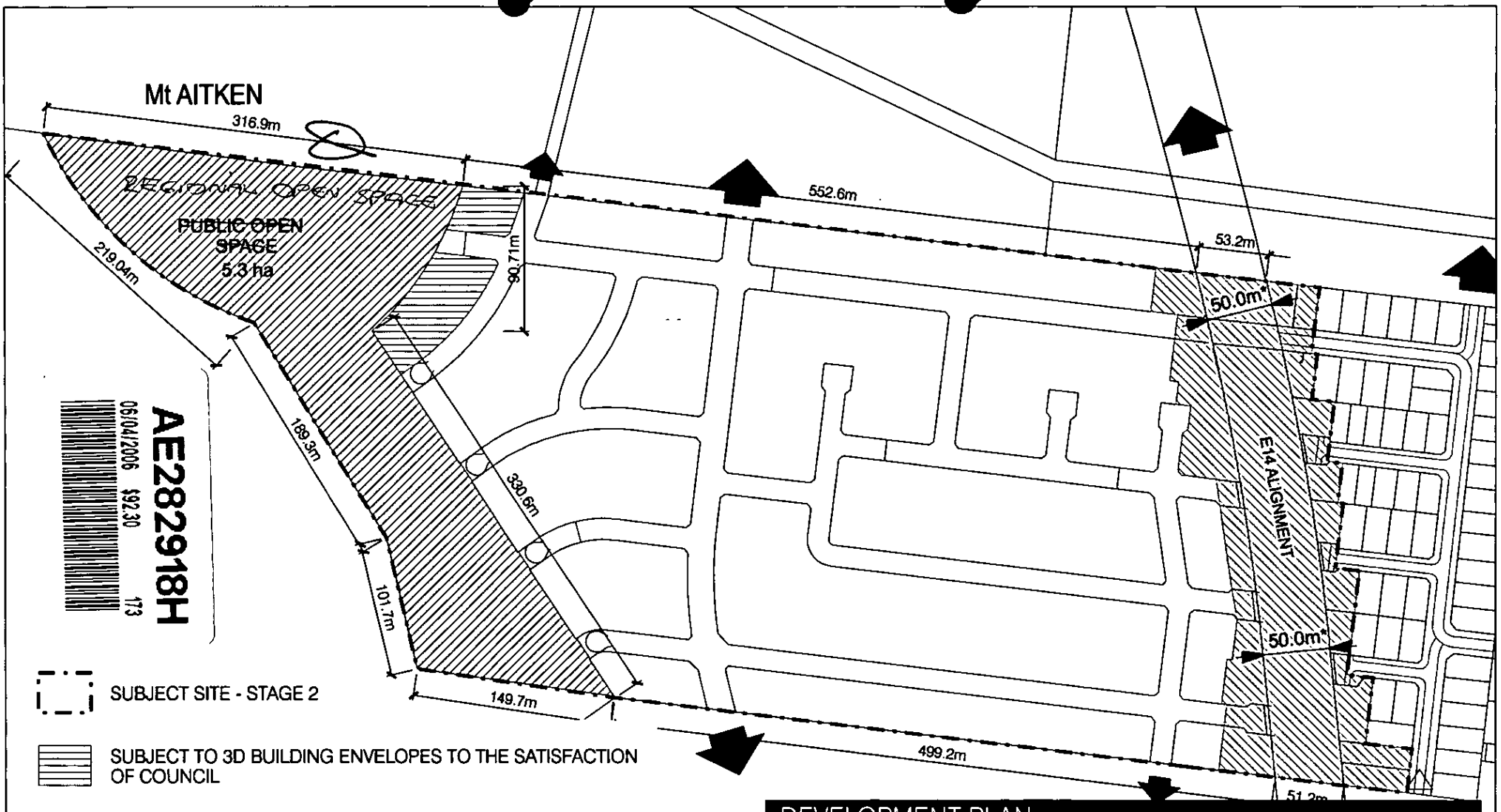
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SCHEDULE 1

Plan of the Site

(Clauses 1.1.4, 1.1.13, 4.1, 4.3.1, 4.6 and 4.9)

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SUBJECT SITE - STAGE 2

SUBJECT TO 3D BUILDING ENVELOPES TO THE SATISFACTION OF COUNCIL

EXTENT OF LAND RESERVED FROM SUBDIVISION UNTIL FINALISATION OF E14 ALIGNMENT.

* ACTUAL E14 ROAD RESERVE MAY BE LESS THAN 50m SUBJECT TO FINAL DESIGN DETAIL OF ROAD AND WRITTEN AGREEMENT WITH HUME CITY COUNCIL. ANY LAND NOT REQUIRED FOR ROAD RESERVE WILL BE CONSOLIDATED TO DEVELOPMENT AREA.

△ LOCAL ROAD CONNECTION SOUTH TO JAMES MIRAMS DRIVE EXTENSION

DEVELOPMENT PLAN

GREENVALE RISE - STAGE 2

SCALE			
1:4000			
A4			
PROJECT NUMBER	DRAWING NUMBER	REVISION	
399056	PD DP 02	07	
DATE	DRAWN	CHECKED	APPROVED
AUG 05	RC/NM	MR	JS

TRACT CONSULTANTS PTY LTD
ACN 005 213 042
155 LENNOX STREET, RICHMOND
VICTORIA, AUSTRALIA
PO BOX 181 RICHMOND
VICTORIA 3121 AUSTRALIA
TELEPHONE 03 9429 0133
FACSIMILE 03 9429 8883
E-mail melbourne@tract.net.au

Tract

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SCHEDULE 2

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage number AB636350U (Thomas Land) and as Mortgagee of registered mortgage No. AC262897X (RANAD Land) consents to Peet entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited
by its Attorney

RACHELLE ANNE LEWIS

under Power of Attorney dated 28th February 1991 (who states that he/she holds the position in the bank indicated under his/her signature) in the presence of:

Signature of Attorney

RELATIONSHIP MANAGER
Position

Signature of ~~Witness~~

MELANIE JUMEAU
RELATIONSHIP MANAGER
CORPORATE BANKING WA

Name of Witness

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Macpherson+Kelley Lawyers Pty Ltd
ACN 109 702 650
ABN 33 993 716 899
Telephone 03 9794 2600
Facsimile 03 9794 2500

Dandenong 40-42 Scott St
Dandenong Victoria 3175
PO Box 343 Dandenong Victoria 3175
DX 17501 Dandenong

Melbourne Level 4
114 William St
Melbourne Victoria 3000
Facsimile 03 8615 9999
DX 174 Melbourne

m+k
celebrating 100 years

PLEASE REPLY TO MELBOURNE OFFICE

DATE: 5 April, 2006
YOUR REF:
OUR REF: CLT:158346
DIRECT DIAL: 9794 2504
DIRECT FAX: 8615 9999
EMAIL: carolyn.telfer@mk.com.au

The Registrar
Land Victoria
570 Bourke Street
MELBOURNE VIC 3000

Dear Sir/Madam

SECTION 173 AGREEMENT - PEET & COMPANY & HUME CITY COUNCIL

We act on behalf of Peet & Company Limited the registered proprietor of the land contained in Certificate of Title Volume 10890 Folio 002 and the controlling party of dealing numbers PS532354V and AE211640E.

We advise we consent to Phillips Fox, Current Practitioners for Hume City Council, lodging Section 181 Application and the Section 173 Agreement as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours faithfully

Macpherson + Kelley
Current Practitioner for the Registered Proprietor

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FORM 18

OFFICE OF TITLES S.H. VICTORIA

Sch. 1

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

Planning and Environment Act 1987

Lodged by:

Name: Phillips Fox

Phone: 9274 5000

Address: 140 William Street, Melbourne, Victoria 3000

Ref:

Customer Code: 1390B

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Land contained in Certificate of Title Volume 10890 Folio 002 and Certificate of Title Volume 10750 Folio 343.

Authority: Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: .....

Name of Officer: DARRELL TRELOAR
Chief Executive Officer

Date: 27/4/06.

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RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

HUME CITY COUNCIL

and

PEET & COMPANY LTD
ACN 008 665 834

and

PEET GREENVALE NO. 2 LIMITED
ACN 100 290 677

and

MELBOURNE WATER CORPORATION
ABN 81 945 386 953

DEED MADE PURSUANT TO SECTION 173 OF THE *PLANNING AND ENVIRONMENT ACT 1987*

Level 12
469 La Trobe Street
Melbourne Victoria 3000 Australia

PO Box 5146AA
Melbourne Victoria 3001
DX 494 Melbourne

Tel 61 3 9609 1555
Fax 61 3 9609 1600

www.rk.com.au

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THIS DEED is made on 26th August 2005

PARTIES

1 **HUME CITY COUNCIL**
of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047
("**Hume**")

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2 **PEET & COMPANY LTD**
ACN 008 665 834
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004
("**Peet 1**")

3 **PEET GREENVALE NO. 2 LIMITED**
ACN 100 290 677
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004
("**Peet 2**")

(Peet 1 and Peet 2 together known as "Peet")

4 **MELBOURNE WATER CORPORATION**
ABN 81 945 386 953
of 100 Wellington Parade, East Melbourne, Victoria, 3002
("**Melbourne Water**")

RECITALS

A Hume is the responsible authority pursuant to the Act for the Scheme.

B Peet 1 is registered or entitled to be registered as the proprietor of the Thomas Land. Peet 2 is registered or entitled to be registered as the proprietor of the RANAD Land.

C The majority of the Site is within the Greenvale Reservoir Catchment.

D The Site is within the municipal district of Hume and the Thomas Land is affected by the provisions of the Scheme. At the date of this Agreement, the Thomas Land is zoned Residential 1 Zone ("**R1 Zone**"), Public Park and Recreation Zone ("**PPRZ**"), Public Use Zone 1 - Service and Utility ("**PUZ1**") and Green Wedge Zone ("**GW Zone**"). The RANAD Land, as former Commonwealth land, is currently not zoned and is currently not affected by the provisions of the Scheme.

E That part of the Site zoned R1 Zone and PPRZ is subject to development plan overlay 11 ("**DPO 11**"). DPO 11 provides that:

The owner must enter into an agreement or agreements under Section 173 of the Act to the satisfaction of the responsible authority to provide for:

- *The landscaping of all public open space areas in accordance with the responsible authority's objectives for the area, including the provision of playgrounds.*
- *Levies towards the appropriate provision of community facilities.*
- *Levies toward the upgrade and/or provision of arterial road networks.*
- *The gifted transfer of land within the Special Use Zone to Melbourne Water.*

F All parties acknowledge that paragraph 3, fifth dot point of Schedule 11 to the DPO of the Scheme is incorrect. It refers to Special Use Zone ("**SUZ**"). The zoning at the time of

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amendment C4 accurately reflected Hume's understanding of the proposed zoning. Subsequently, the land to be zoned SUZ, was in fact zoned PUZ1. The land zoned PUZ1 includes Melbourne Water Land A but not Melbourne Water Land B.

G Hume, Melbourne Water and Peet have agreed that in order to satisfy the requirement to protect the Greenvale Reservoir, Melbourne Water Land A and Melbourne Water Land B will be given free of consideration to Melbourne Water by Peet adopting the procedures set out in clause 3.6.

H At the date of this Agreement, the Thomas Land is encumbered by Mortgage No AB636350U and the RANAD Land is encumbered by Mortgage No. AC262807X, both in favour of National Australia Bank Ltd. National Australia Bank Ltd as Mortgagee has consented to Peet entering into this Agreement. The Mortgagee's consent is attached to Schedule 2 of this Agreement.

I The parties have agreed to enter into this Agreement pursuant to section 173 of the Act to:

- make provision for Peet's gifting of the Melbourne Water Land A and the Melbourne Water Land B to Melbourne Water;
- ensure that protective measures are implemented to prevent urban stormwater, or other water or effluent, from any part of the Site from entering the Greenvale Reservoir and to protect the quality of water entering the Greenvale Reservoir; and
- achieve or advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Site.

J Hume, as the responsible authority administering the Scheme, agrees without limiting or restricting its powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

THEREFORE IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement:

1.1.1 "**Act**" means the Planning and Environment Act 1987;

1.1.2 "**Agreement**" means this Deed of Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

1.1.3 "**Commencement Date**" means the date of this Agreement;

1.1.4 "**E14**" means the E14 transit corridor proposed by VicRoads, which at the date of this Agreement, is proposed to be located in the position shown on the Plan;

1.1.5 "**Greenvale Reservoir**" means the reservoir located approximately 21 kilometres north-north-west of Melbourne which stores potable water and which is owned and managed by Melbourne Water;

1.1.6 "**Greenvale Reservoir Catchment**" means the area around the Greenvale Reservoir where overland flows flow towards the Greenvale Reservoir, the boundaries of which are shown marked on the Plan;

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1.1.7 **"Hume"** means Hume City Council and includes any successors in title to Hume City Council;

1.1.8 **"Land Shaping"** means earthworks undertaken in accordance with clause 3.2 to permanently shape the land so that overland flows are directed outside of the Greenvale Reservoir Catchment;

1.1.9 **"Melbourne Water"** means Melbourne Water Corporation and includes any successors in title to Melbourne Water or any other person who becomes vested with responsibility for the Greenvale Reservoir and/or the Greenvale Reservoir Catchment;

1.1.10 **"Melbourne Water Land A"** means the land delineated and marked "A" on the Plan;

1.1.11 **"Melbourne Water Land B"** means the land delineated and marked "B" on the Plan;

1.1.12 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Site or any part of it;



1.1.13 **"Peet"** includes the person or persons registered or entitled from time to time to be registered as the owner of the Site or any part of it and includes a Mortgagee in possession;

1.1.14 **"Permanent Bund"** means the bund to be constructed by Peet in accordance with clause 3.2.1(b) in the approximate location shown on the Plan.

1.1.15 **"Plan"** means the plan annexed to this Agreement in Schedule 1;

1.1.16 **"RANAD Land"** means the land contained in certificate of title volume 10750 folio 343 that Peet recently purchased from the Commonwealth that was previously occupied by the Royal Australian Navy and Defence;

1.1.17 **"Scheme"** means the Hume Planning Scheme;

1.1.18 **"Site"** means the Thomas Land and the RANAD Land, being the area shown ~~coloured pink~~ shaded on the Plan;

1.1.19 **"Temporary Bund"** means a bund constructed in accordance with clause 3.1 for the purpose of protecting the Greenvale Reservoir Catchment to be used until such time that the Permanent Bund and/or Land Shaping has been constructed;

1.1.20 **"Termination Date"** means the date upon which the obligations of Peet under this Agreement are completed and fulfilled to the satisfaction of Melbourne Water and Hume or such other date as agreed by all parties;

1.1.21 **"Thomas Land"** means the land contained in certificate of title ~~volume 8061 folio 425;~~ Volume 10890 Folio 002 and

1.1.22 **"Utility Installation"** has the meaning given to it in the Scheme, and for the avoidance of doubt, includes a minor utility installation,

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reservoir and telecommunications facility (as those terms are defined in the Scheme).

1.2 The parties agree that in the interpretation of this Agreement:

1.2.1 the singular includes the plural and the plural includes the singular;

1.2.2 a reference to a gender includes a reference to each other gender;

1.2.3 a reference to a person includes a reference to a firm, joint venture, association, authority, trust, corporation or other corporate body and its successors in law;

1.2.4 if a party consists of more than one person this agreement binds them jointly and each of them severally;



1.2.5 a reference to an Act, Regulation or the Scheme shall include any Act, Regulation or Scheme amending, consolidating or replacing the Act, Regulation or Scheme;

1.2.6 the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals, and each of the parties confirms the recitals that relate to that party;

1.2.7 a reference in this Agreement to "Hume" and "Melbourne Water" includes each of its successors and a reference to "Peet" includes its receivers, liquidators, assigns and successors; and

1.2.8 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If the term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act.

1.3 This Agreement commences on the Commencement Date and ends on the Termination Date.

2 SEVERABILITY

2.1 Should this Agreement be found to be unenforceable under the Act, it will nevertheless remain a deed between the parties and be enforceable as a deed in a Court of competent jurisdiction in the State of Victoria.

2.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

3 PEET'S OBLIGATIONS TO HUME AND MELBOURNE WATER

3.1 Temporary Bunds

3.1.1 Peet expressly covenants and agrees that, prior to any development or works commencing on any part of the Site that is located within the Greenvale Reservoir Catchment, it will at its cost:

(a) submit to Melbourne Water for Melbourne Water's approval plans and specifications for the Temporary Bund sufficient to contain a 1 in 1 million average recurrence interval (**ARI**) storm

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event so as to prevent all overland flow generated within that part of the Site intended to be developed from entering the Greenvale Reservoir; and

(b) construct the Temporary Bund in accordance with the plans and specifications approved by Melbourne Water under paragraph (a) to Melbourne Water's satisfaction; and

(c) establish overland flow paths within the Temporary Bund to Melbourne Water's satisfaction.

3.1.2 Peet expressly covenants and agrees that, for the period up to and including the date on which the construction of the Permanent Bund or Land Shaping has been completed to Melbourne Water's satisfaction in accordance with clause 3.2 below:

(a) it will maintain at its cost all or any Temporary Bund constructed in accordance with clause 3.1.1 above to Melbourne Water's satisfaction; and

(b) it will not, and it will not cause or permit, any interference with the Temporary Bund which may affect the capacity of the Temporary Bund to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within that part of the Site in respect of which the Temporary Bund has been constructed from entering the Greenvale Reservoir.

3.1.3 The parties acknowledge and agree that, in the event that Peet sells, transfers or otherwise disposes of any part of the Site on which a Temporary Bund is constructed prior to the date on which the construction of the Permanent Bund or Land Shaping has been completed in accordance with clause 3.21 the obligations contained in clause 3.1.2(b) shall be annexed to and shall run at law and in equity with the relevant part of the Site, and shall bind Peet's successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the relevant part of the Site.

3.2 Permanent Bund and/or Land Shaping

3.2.1 Peet expressly covenants and agrees that, prior to any development or works commencing on those parts of the Site that are immediately adjacent to and within the proposed location of the Permanent Bund as shown on the Plan, it will at its cost:

(a) submit to Melbourne Water for Melbourne Water's approval plans and specifications for a Permanent Bund or other works such as Land Shaping, which are sufficient to contain a 1 in 1 million average recurrence interval (**ARI**) storm event so as to prevent all overland flow generated within any part of the Site from entering the Greenvale Reservoir. For the purposes of this clause 3.2.1(a), Peet must disregard the presence of any Temporary Bund constructed under clause 3.1;

(b) construct the Permanent Bund or Land Shaping in accordance with the plans and specifications approved by Melbourne Water under paragraph (a), to Melbourne Water's satisfaction;

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(c) establish overland flow paths within the Permanent Bund or Land Shaping to Melbourne Water's satisfaction;

(d) Where Melbourne Water has permitted Peet to construct Land Shaping instead of or in addition to the Permanent Bund or any part of the Permanent Bund on any part of the Site, and such Land Shaping is within any part of the Site that is intended to remain in private ownership, Peet must impose a restriction on the use of any such land to prevent any use or development of the land damaging, destroying or interfering with the designed purpose of the Land Shaping. Such restriction must be to Melbourne Water's satisfaction, and may be imposed by:

(1) creating a restriction on the plan of subdivision of which any such land forms part;

(2) a restrictive covenant; or

(3) any other method approved by Melbourne Water including the granting of any necessary easement to Melbourne Water over any such land to ensure the continuation of the Land Shaping in perpetuity.

3.2.2 The parties acknowledge and agree that:

(a) the Permanent Bund and/or Land Shaping must be located in the location agreed by Melbourne Water in writing;

(b) the Permanent Bund and/or Land Shaping may be constructed in stages;

(c) the land on which the Permanent Bund or any part thereof is constructed must not, and must never be, within a privately owned lot or lots; and

(d) Melbourne Water agrees in principle to the creation of carriageway easement(s) (at Peet's cost) over the Permanent Bund in location(s) to be approved by Melbourne Water (in its absolute discretion) so that that part of the RANAD Land to the south of the Permanent Bund may be accessed from the north, provided that any such carriageway easement deals, without limitation, with the following to Melbourne Water's satisfaction:

(1) liability arising from the use of the easement;

(2) maintenance of the easement and that part of the Permanent Bund burdened by the easement;

(3) the people that may use the easement; and

(4) how, when and for what purpose(s) the easement may be used.

3.2.3 Peet expressly covenants and agrees that:

(a) it will, at its cost, maintain the Permanent Bund and/or Land Shaping, to Melbourne Water's satisfaction, for a period of 12 months after the completion of the construction of the final

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stage of the Permanent Bund or Land Shaping to Melbourne Water's satisfaction; and

(b) it will not cause or permit, any interference with the Permanent Bund which may affect the capacity of the bund to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within the Site from entering the Greenvale Reservoir; and

(c) prior to the expiry of the maintenance period described in paragraph (a) above, it will have vested in Melbourne Water as a reserve such part/s of the Site on which the Permanent Bund (or relevant part of the Permanent Bund) is located. Such reserve will be sufficiently broad to allow vehicle access to the Permanent Bund along its entire length and will be vested in Melbourne Water pursuant to section 24(2)(a) of the *Subdivision Act 1988* by the registration of a plan or plans of subdivision showing the reserve.

3.3 Approvals

3.3.1 Peet expressly covenants and agrees that prior to the commencement of any development or works on the Site, it will obtain, at its own expense, all necessary approvals and consents under any relevant Act, Regulation or the Scheme.

3.3.2 The parties agree and acknowledge that any approval or consent given under this Agreement is given in addition to and is not intended to be a substitute for any consent or approval required under clause 3.3.1.

3.4 Security

3.4.1 Within 7 days after the execution of this Agreement, Peet must provide an unconditional undertaking in a form acceptable to Melbourne Water from a financial institution approved by Melbourne Water in the amount of $4,000.00, for the purpose of securing the due performance of Peet's obligations under clause 3.2.3(a) of this Agreement.

3.4.2 Melbourne Water may have immediate recourse to the unconditional undertaking referred to in clause 3.4.1 if it considers that Peet has failed to comply with its obligations under clause 3.2.3(a) without the need for Melbourne Water to:

(a) give notice to Peet of its intention to call on the undertaking; or

(b) give notice to Peet that it considers that Peet has failed to comply with its obligations under clause 3.2.3(a).

3.4.3 If Melbourne Water makes any deduction from the undertaking, Peet must immediately provide a new undertaking in similar form, to reinstate the level of security to that which existed prior to the authorised and reasonable deduction.

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3.5 Development conditions

3.5.1 Peet expressly covenants and agrees that it will ensure that, in respect of the development of all parts of the Site within the Greenvale Reservoir Catchment:

(a) any surface stormwater infrastructure which drains all or any such land must be designed and constructed to cater for flows from a 1 in 1 million average recurrence interval (ARI) storm event to the satisfaction of Melbourne Water. The system must be gravity based and designed so that stormwater pumps and pondages within the Greenvale Reservoir Catchment will not be required;

(b) no buildings (excluding fences and walls) or Utility Installations (excluding power transmission services) will be constructed on that part of the Site that is located between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping;

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(c) no part of the Site that is located between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping will be used or developed for any purpose unless Melbourne Water has given prior written approval to the use or development. Melbourne Water may grant such approval subject to conditions designed to ensure that protective measures are implemented to prevent stormwater, or other water or effluent, from the relevant part of the Site from entering the Greenvale Reservoir and to protect the quality of water entering the Greenvale Reservoir;

(d) all sewers are constructed with gravity flow and that no emergency relief structure will be located within the Greenvale Reservoir Catchment;

(e) all sewage systems are to be:

(1) constructed of plastic pipes with fully welded joints or a suitable alternative to Melbourne Water's satisfaction having regard to the views of Yarra Valley Water Limited; and

(2) otherwise designed, constructed and sited to the satisfaction of Melbourne Water having regard to the estimation of the 1 in 1 million average recurrence interval (ARI) storm event;

(f) all residential or other development within the Greenvale Reservoir Catchment is connected to a reticulated sewage system and no septic tanks or similar onsite wastewater treatment systems are used within the Greenvale Reservoir Catchment.

3.5.2 For the purposes of clause 3.5.1, the parties acknowledge and agree that on completion of E14, E14 will form the eastern boundary of the Greenvale Reservoir Catchment, and that any use or development of any part of the Site that lies to the east of the completed E14 will not be subject to the conditions set out in clause 3.5.1.

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3.6 Gifting of Melbourne Water Land A and Melbourne Water Land B

3.6.1 Peet expressly covenants and agrees that it will gift the Melbourne Water Land A to Melbourne Water free of charge prior to or as part of the issue of a statement of compliance for any subdivision of any part of the Thomas Land to the west of the proposed location of E14.

3.6.2 Peet expressly covenants and agrees that, subject to clause 3.8 of this Agreement, it will gift the Melbourne Water Land B to Melbourne Water free of charge prior to or as part of the issue of a statement of compliance for any subdivision of:

(a) any part of the RANAD Land within the Greenvale Reservoir Catchment as agreed with Melbourne Water, if E14 has not yet been constructed at the time of the subdivision; or

(b) any part of the RANAD Land to the west of E14, if E14 has been constructed at the time of the subdivision.

3.6.3 Peet will gift the Melbourne Water Land A to Melbourne Water by showing the land as a "Drainage Reserve for Water Supply Purposes" in favour of Melbourne Water on the plan of subdivision in respect of which a statement of compliance referred to in clause 3.6.1 is sought.

3.6.4 Peet will gift the Melbourne Water Land B to Melbourne Water by showing the land as a "Drainage Reserve for Water Supply Purposes" in favour of Melbourne Water on the plan of subdivision in respect of which a statement of compliance referred to in clause 3.6.2 is sought.

3.6.5 Peet covenants and agrees that it is responsible for preparing all necessary documentation to effect the gifting as required by this clause 3.6.

3.7 Fencing of the Melbourne Water Land A and Melbourne Water Land B

3.7.1 Subject to clause 3.7.2, Peet expressly covenants and agrees that:

(a) prior to the gifting of the Melbourne Water Land A to Melbourne Water in accordance with clause 3.6.3, it will construct a 1.8 meter high rabbit proof security fence on the boundary between the Melbourne Water Land A and the Site, to Melbourne Water's satisfaction; and

(b) prior to the gifting of the Melbourne Water Land B to Melbourne Water in accordance with clause 3.6.4, it will construct a 1.8 meter high rabbit proof security fence on the boundary between the Melbourne Water Land B and the Site, to Melbourne Water's satisfaction; and

(c) it will maintain such fences for a period of 3 months after they are constructed, to Melbourne Water's satisfaction.

3.7.2 Melbourne Water expressly covenants and agrees that:

(a) it will pay to Peet 50% of the cost of constructing the fences with the specifications described in clauses 3.7.1(a) and

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3.7.1(b), within 28 days of the construction of any such fence and after receiving a tax invoice for such cost from Peet;

(b) Peet may request Melbourne Water's approval to vary the specifications described in clauses 3.7.1(a) and 3.7.1(b), and Melbourne Water will not unreasonably withhold its approval to any such variation, provided that any approval by Melbourne Water of any such variation will not affect Melbourne Water's obligations under paragraph (a) to meet 50% of the cost of constructing fences with the specifications described in clauses 3.7.1(a) and 3.7.1(b).

3.8 Environmental assessment of the RANAD Land

3.8.1 Prior to the gifting of the Melbourne Water Land B to Melbourne Water pursuant to clause 3.6 above, Peet will conduct an environmental assessment (including a groundwater assessment) to Melbourne Water's satisfaction of the Melbourne Water Land B to ascertain:

(a) whether the Melbourne Water Land B is contaminated, and if so to what extent; and

(b) whether any remediation or on-going management or monitoring is required in relation to any such contamination.

3.8.2 If the environmental assessment conducted under clause 3.8.1 indicates that there is contamination present on the Melbourne Water Land B that requires remediation or on-going management or monitoring, Melbourne Water will be entitled to refuse to accept the gift of the Melbourne Water Land B from Peet pursuant to clauses 3.6.2 and 3.6.4 above, unless and until Peet remediates the contamination at its cost in accordance with the recommendations of the environmental assessment and to Melbourne Water's satisfaction, and/or Peet and Melbourne Water have entered into a further agreement to Melbourne Water's satisfaction which deals with responsibility for the on-going management or monitoring recommended by the environmental assessment.

3.9 Registration of this Agreement

Peet expressly covenants and agrees that it will not commence any works or development of any part of the Site until this Agreement is registered on the certificates of title for the Site in accordance with clause 13 of this Agreement.

4 PEET'S AND HUME'S OBLIGATIONS TO MELBOURNE WATER

Peet expressly covenants and agrees that it will consult with Melbourne Water in relation to any planning scheme amendment prepared in relation to any part of the Site, and that it will keep Melbourne Water informed of the progress of any such amendment, and take into account, and give effect to, Melbourne Water's reasonable requirements in respect of any such amendment.

5 MELBOURNE WATER ACKNOWLEDGMENT

Melbourne Water agrees in principle to Peet planting and, if required, maintaining native vegetation, at Peet's cost, on either or both of Melbourne Water Land A or Melbourne Water Land B in satisfaction of Peet's obligations under "Victoria's Native Vegetation

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Management – A Framework for Action" provided that the parties enter into a further agreement which deals, without limitation, with:

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5.1 the location of planting allowed;

5.2 the type of planting allowed;

5.3 when and how planting is to take place;

5.4 the maintenance responsibility for the planting (this may involve Melbourne Water maintaining the planting at Peet's cost); and

5.5 Peet's access to either or both of Melbourne Water Land A or Melbourne Water Land B to enable it to carry out any authorised planting or maintenance.

6 INDEMNITY AND RELEASE

Peet agrees not to make any claim for damages or loss of any kind against Melbourne Water or Hume, or their respective officers, employees, agents and contractors as a result of anything permitted by or done in accordance with this Agreement. Peet agrees to hold harmless and keep Melbourne Water or Hume, or their respective officers, employees, agents and contractors indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such demand or injury in respect of any suit, action, proceeding, judgment or claim including any claim in negligence or arising from a personal injury.

7 DEFAULT

If Peet fails to comply with the provisions of this Agreement, Melbourne Water or Hume may serve a notice on Peet specifying the works, matters and things in respect of which Peet is in default. If the alleged default continues for 30 days after the service of such notice, Melbourne Water or Hume, as the case may be, may by its officers, employees, agents and contractors enter the Site and ensure that the works, matters and things are carried out. The costs incurred by Melbourne Water or Hume in undertaking the works as a result of Peet's default will constitute a debt due and payable and must be paid by Peet on demand.

8 DUTY

Should any duty be lawfully payable on the transfer or vesting of the Melbourne Water Land A or the Melbourne Water Land B from Peet to Melbourne Water, Peet agrees to indemnify Melbourne Water in respect of any such obligation or payment.

9 COSTS

Peet will pay Melbourne Water's and Hume's reasonable costs in relation to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are, and until paid will remain, a debt due to Melbourne Water, or Hume, as the case may be.

10 LICENCE

Peet grants Melbourne Water and Hume a licence to enter upon any part of the Site for any purpose required to give effect to, or assess compliance with, this Agreement, provided Melbourne Water or Hume, as the case may be, has first given Peet no less than 48 hours notice in writing of its intention to enter.

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11 ACKNOWLEDGMENTS BY MELBOURNE WATER AND HUME

Hume, Melbourne Water and Peet have agreed that in order to satisfy the requirement to protect the Greenvale Reservoir and to allow development of the Site, Melbourne Water Land A and Melbourne Water Land B will be given free of consideration to Melbourne Water by Peet adopting the procedures set out in clause 3.6. All parties acknowledge that the requirement for land to be gifted is therefore satisfied.

12 PEET'S WARRANTIES AND COVENANTS

Peet warrants and covenants with Hume and Melbourne Water:

12.1 that there are no mortgages, liens, charges, easements or other encumbrances or rights inherent in any other person affecting the Site not disclosed by the usual searches since Peet has become entitled to be registered as the proprietor of the Site;

12.2 to the best of Peet's knowledge, the Site or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958;*

12.3 Peet agrees to enter into agreement/s with Hume to comply with those requirements described in Recital D which are not addressed by clause 3.6 of this Agreement.

13 REGISTRATION OF AGREEMENT

13.1 Peet will consent to Hume making application to the Registrar of Titles to make a recording of this Agreement in the Register on the certificate of title of the Site in accordance with section 181 of the Act and do all things necessary to enable Hume to do so, including signing any further agreement, acknowledgement or document, or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

13.2 Without limiting the operation or effect which this Agreement has, Peet must ensure that until such time as a Memorandum of this Agreement is registered on the title/s to the Site, successors in title shall be required to:

13.2.1 give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and

13.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of Peet appears in addition to or in lieu of the name of Peet.

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14 NOTIFICATION TO SUCCESSORS IN TITLE

Peet will not sell, transfer, assign or otherwise part with possession of the Site or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.

15 OBLIGATIONS TO RUN WITH THE SITE

The parties acknowledge and agree that this Agreement is made pursuant to section 173 of the Act and during the period of this Agreement the obligations imposed on Peet are

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conditions on which the Site may be used or developed and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Site and every part of the Site and bind Peet, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Site and every part of the Site.

16 PEET MAY APPLY FOR PLANNING PERMISSION

16.1 Subject to Peet's compliance with this Agreement, the parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of Peet to make any application under the Scheme for permission to use and develop the Site or for an amendment to the Scheme insofar as it may affect the Site or to prevent or constrain Hume from considering and determining any such application in accordance with the requirements of the Scheme and the Act.

16.2 The parties acknowledge and agree that this Agreement, and in particular the gifting of the Melbourne Water Land A and the Melbourne Water Land B to Melbourne Water in accordance with clause 3.6, will not and is not intended to convey any rights for Peet to use or develop the Site or any part thereof otherwise than in accordance with the Scheme or any planning permit issued pursuant to the Scheme or any amendment to the Scheme adopted and approved in accordance with the Act.

17 NO FETTERING OF MELBOURNE WATER'S OR HUME'S POWERS

Except as otherwise provided or implied by or under this Agreement, the parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Melbourne Water or Hume to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision or any planning scheme amendment relating to the Site, or relating to any use or development of the Site.

18 NO WAIVER

Any time or other indulgence granted by Melbourne Water or Hume to Peet or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Melbourne Water or Hume against Peet will not in any way amount to a waiver of any of the rights or remedies of Melbourne Water or Hume in relation to the terms of this Agreement.

19 PROGRESSIVE RELEASE FROM AGREEMENT

19.1 Subject to paragraph 19.2, whenever Hume has issued a statement of compliance in respect of any subdivision of any part of the Site, provided that Peet's obligations under this Agreement in respect of that part of the Site have been fulfilled to Melbourne Water's and Hume's satisfaction, Hume must, at Peet's cost, within 28 days of being requested by Peet, after consulting with Melbourne Water, provide to Peet or its nominee a registrable form of notice of withdrawal of registration of this Agreement against the title or titles to the relevant part or parts of the Site to enable Peet to lodge such notice or application in the Land Registry pursuant to section 183 of the Act.

19.2 The parties acknowledge and agree that the Agreement will continue to run with and burden that part of the Site that lies between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping unless Hume and Melbourne Water agree otherwise.

AE330131M 03/05/2006 $92.30 173

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20 SERVICE

20.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

20.1.1 by delivering it personally to that party;

20.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

20.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

20.2 A notice or other communication is deemed served:

20.2.1 if delivered, on the next following business day;

20.2.2 if posted, on the expiration of two business days after the date of posting; or

20.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

21 DISPUTE RESOLUTION

21.1 In the event of there being any dispute between the parties arising out of this Agreement relating to whether or not a matter is to be done to the satisfaction of Hume as the responsible authority, or the satisfaction of Melbourne Water, the parties agree that such dispute shall be referred, unless otherwise resolved, to the Victorian Civil and Administrative Tribunal pursuant to section 149 of the Act.

EXECUTED as a deed.

THE COMMON SEAL of **HUME CITY COUNCIL** was hereto affixed on the 26/8/05 in the presence of:

Councillor

Chief Executive Officer

HUME CITY COUNCIL
THE COMMON SEAL OF

AE330131M
03/05/2006 $92.30 173

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THE COMMON SEAL of **PEET & COMPANY LTD ACN 008 665 834** was affixed in the presence of authorised persons:

PEET & COMPANY LIMITED A.C.N. 008 665 834 COMMON SEAL

Director

WARWICK HEMSLEY
Full name

3 SUTCLIFFE ST, DALKEITH WA
Usual address

Director/secretary *Delete whichever is inapplicable

DOM SCARFATTA
Full name

11 SANDALWOOD RT, CANNING VALE WA 6155
Usual address

THE COMMON SEAL of **PEET GREENVALE NO. 2 LIMITED ACN 100 290 677** was affixed in the presence of authorised persons:

PEET GREENVALE NO 2 LIMITED A.C.N. 100 290 677 COMMON SEAL

Director

WARWICK HEMSLEY
Full name

3 SUTCLIFFE ST, DALKEITH WA
Usual address

*Director/secretary *Delete whichever is inapplicable

DOM SCARFATTA
Full name

11 SANDALWOOD RT CANNING VALE WA 6155
Usual address

THE OFFICIAL SEAL of **MELBOURNE WATER CORPORATION**, the fixing of which was witnessed by:

MELBOURNE WATER CORPORATION The Official Seal Of

Signature of director

Signature of secretary 16.11.05

Rob Skinner
Name

JANE DENTON
Name

AE330131M

03/05/2006 $92.30 173

CRT 505123v5 MKO

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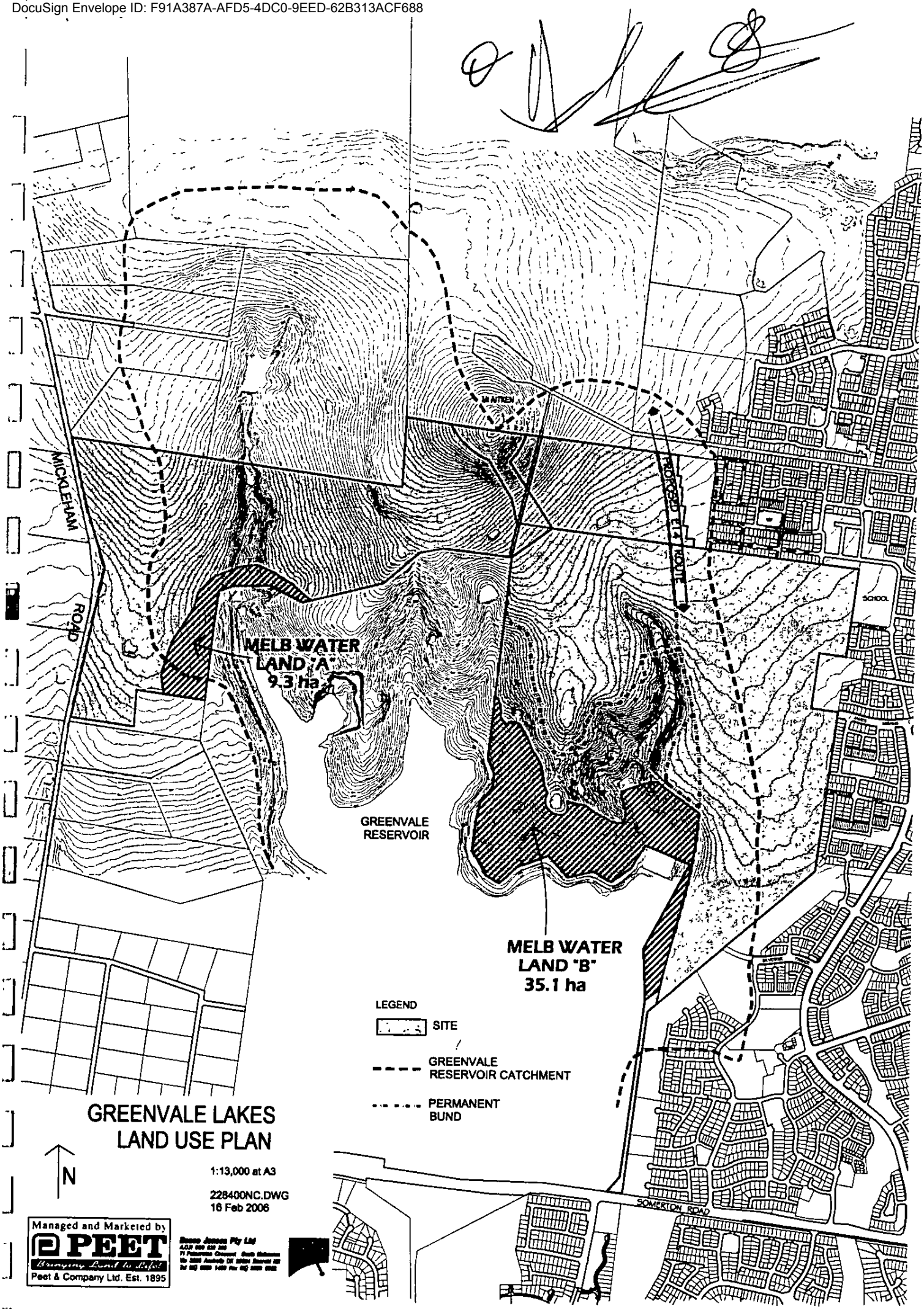
SCHEDULE 1

Plan of the Site

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SCHEDULE 2

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB636350U (Thomas Land) and as Mortgagee of registered mortgage No. AC262897X (RANAD Land) consents to Peet entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited
by its Attorney Rachelle Anne Lewis

under Power of Attorney dated 28th February 1991 (who states that he/she holds the position in the bank indicated under his / her signature) in the presence of:

Rachelle Lewis
Signature of Attorney

Bank Manger
Position

Signature of Witness

JOHN RUSSELL POWELL
Name of Witness

AE330131M
03/05/2006 $92.30 173

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Macpherson+Kelley Lawyers Pty Ltd
ACN 109 702 650
ABN 33 993 716 899
Telephone 03 9794 2600
Facsimile 03 9794 2500

Dandenong 40-42 Scott St
Dandenong Victoria 3175
PO Box 343 Dandenong Victoria 3175
DX 17501 Dandenong

Melbourne Level 4
114 William St
Melbourne Victoria 3000
Facsimile 03 8615 9999
DX 174 Melbourne

KEEP

m+k
celebrating 100 years

PLEASE REPLY TO MELBOURNE OFFICE

DATE: 5 April, 2006
YOUR REF:
OUR REF: CLT:158346
DIRECT DIAL: 9794 2504
DIRECT FAX: 8615 9999
EMAIL: carolyn.telfer@mk.com.au

The Registrar
Land Victoria
570 Bourke Street
MELBOURNE VIC 3000

Dear Sir/Madam

SECTION 173 AGREEMENT - PEET & COMPANY, PEET GREENVALE NO. 2 LTD, HUME CITY COUNCIL & MELBOURNE WATER

We act on behalf of Peet & Company Limited and Peet Greenvale No. 2 Ltd, the registered proprietor of the land contained in Certificates of Title Volume 10890 Folio 002 and Volume 10750 Folio 343 and the controlling party of dealing numbers PS532354V and AE211640E.

We advise we consent to Phillips Fox, Current Practitioners for Hume City Council, lodging Section 181 Application and the Section 173 Agreement as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours faithfully

Macpherson + Kelley
Current Practitioner for the Registered Proprietor

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03/05/2006 $92.30 173

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KEEP

Our ref: LMH:KNP:0375799

140 William Street
Melbourne VIC 3000
PO Box 4301PP
Melbourne VIC 3001
Australia
DX 147 Melbourne
Tel +61 3 9274 5000
Fax +61 3 9274 5111
www.phillipsfox.com

Adelaide
Brisbane
Canberra
Melbourne
Perth
Sydney
Auckland
Wellington
Hanoi
Ho Chi Minh City

3 May 2006

The Registrar
Land Victoria
570 Bourke Street
MELBOURNE VIC 3000
By hand

Dear Registrar

Greenvale Lakes
Section 173 Agreement - Peet & Company, Peet Greenvale No.2 Ltd, Hume City Council and Melbourne Water

I refer to the letter from Macpherson & Kelley Lawyers to you dated 5 April 2006 in relation to this matter.

I confirm that I act on behalf of Hume City Council.

I request that the section 181 application and the section 173 agreement concerning land contained in Certificate of Title Volume 10890 Folio 002 and Certificate of title Volume 10750 Folio 343 be lodged with the titles office as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours sincerely

Kim Piskuric
Solicitor
Direct +61 3 9274 5351
Email kim.piskuric@phillipsfox.com

Mark Bartley
Partner

AE330131M
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Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**18/06/2024 13:39**

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PLAN OF SUBDIVISION

LV use only
EDITION 1

Plan Number
PS 728815T

Location of Land

Parish: YUROKE

Township: –
Section: –
Crown Allotment: T & W (PARTS), SECTION 12
Crown Portion: –
Title Reference: VOL 11547 FOL 652

Last Plan Reference: LOT H PS721424X

Postal Address: FRONTIER AVENUE
(at time of subdivision) GREENVALE 3059

MGA 94 Co-ordinates E 313 630
(of approx. centre of land in plan) N 5 835 130 Zone: 55

Council Name: HUME CITY COUNCIL
Council Ref:

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1	HUME CITY COUNCIL
RESERVE No.1	HUME CITY COUNCIL

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. P15280

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) 74, 41, 39 & 349
In Proclaimed Survey Area No. 74

Depth Limitation DOES NOT APPLY

LOTS 1 TO 400 & A TO I (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

AREA OF LAND SUBDIVIDED (EXCLUDING LOT J) - 3·199ha

TANGENT POINTS ARE SHOWN THUS:

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance; A – Appurtenant Easement; R – Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2	DRAINAGE	SEE DIAG	PS721424X	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	PS721424X	YARRA VALLEY WATER CORPORATION
E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER CORPORATION

AITKEN ASPECT – 4
52 LOTS AND BALANCE LOT J

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29297043 30/04/15 VERSION L

DWG 2929704AL

Sheet 1 of 9 sheets

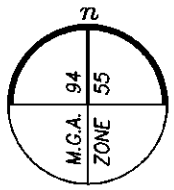
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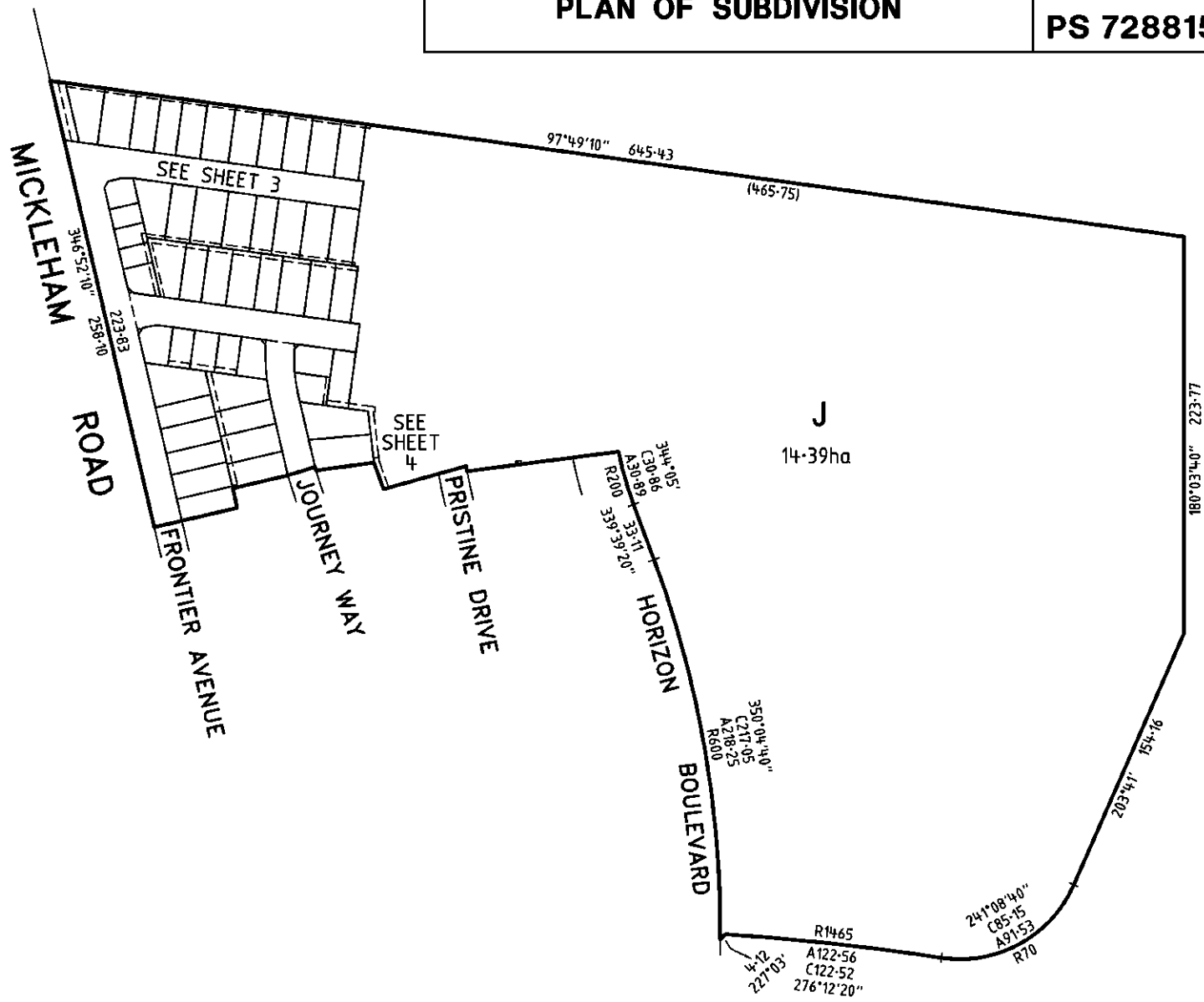
PLAN REGISTERED
TIME: 3:18pm
DATE: 23 / 07 / 2015
B Puniarangan
Assistant Registrar of Titles

Signed by: Adrian Alexander Thomas (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) SPEAR Ref: S048976V 01/05/2015

PLAN OF SUBDIVISION

Plan Number
PS 728815T





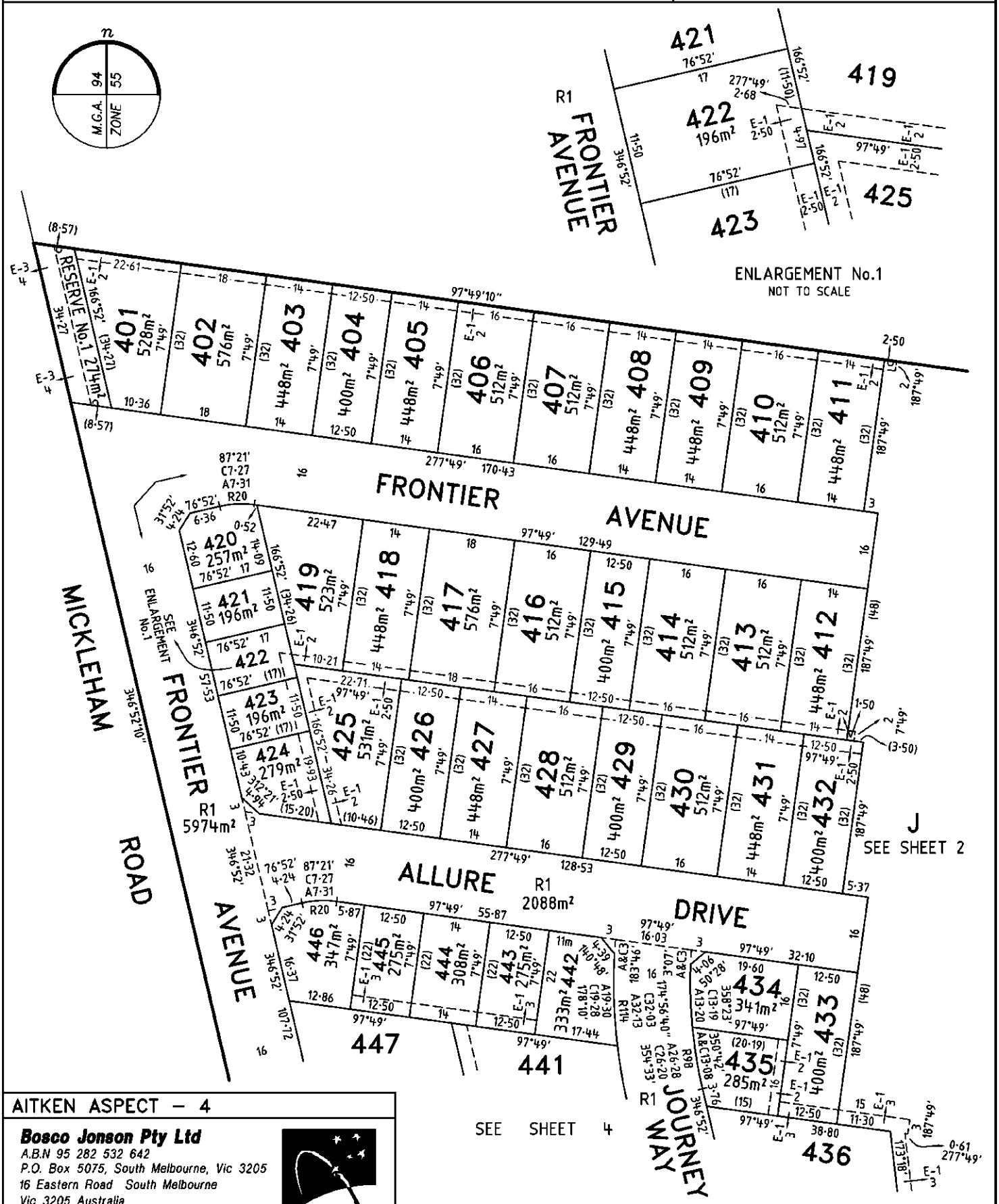
AITKEN ASPECT – 4 **Bosco Jonson Pty Ltd** A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	ORIGINAL SCALE 1:2500 SHEET SIZE A3	SCALE 25 0 50 100 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS SIGNATURE DIGITALLY SIGNED DATE / / REF 29297043 DWG 2929704AL 30/04/15 VERSION L	Sheet 2

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Signed by: Adrian Alexander Thomas (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) SPEAR Ref: S048976V 01/05/2015

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PLAN OF SUBDIVISION

Plan Number
PS 728815T

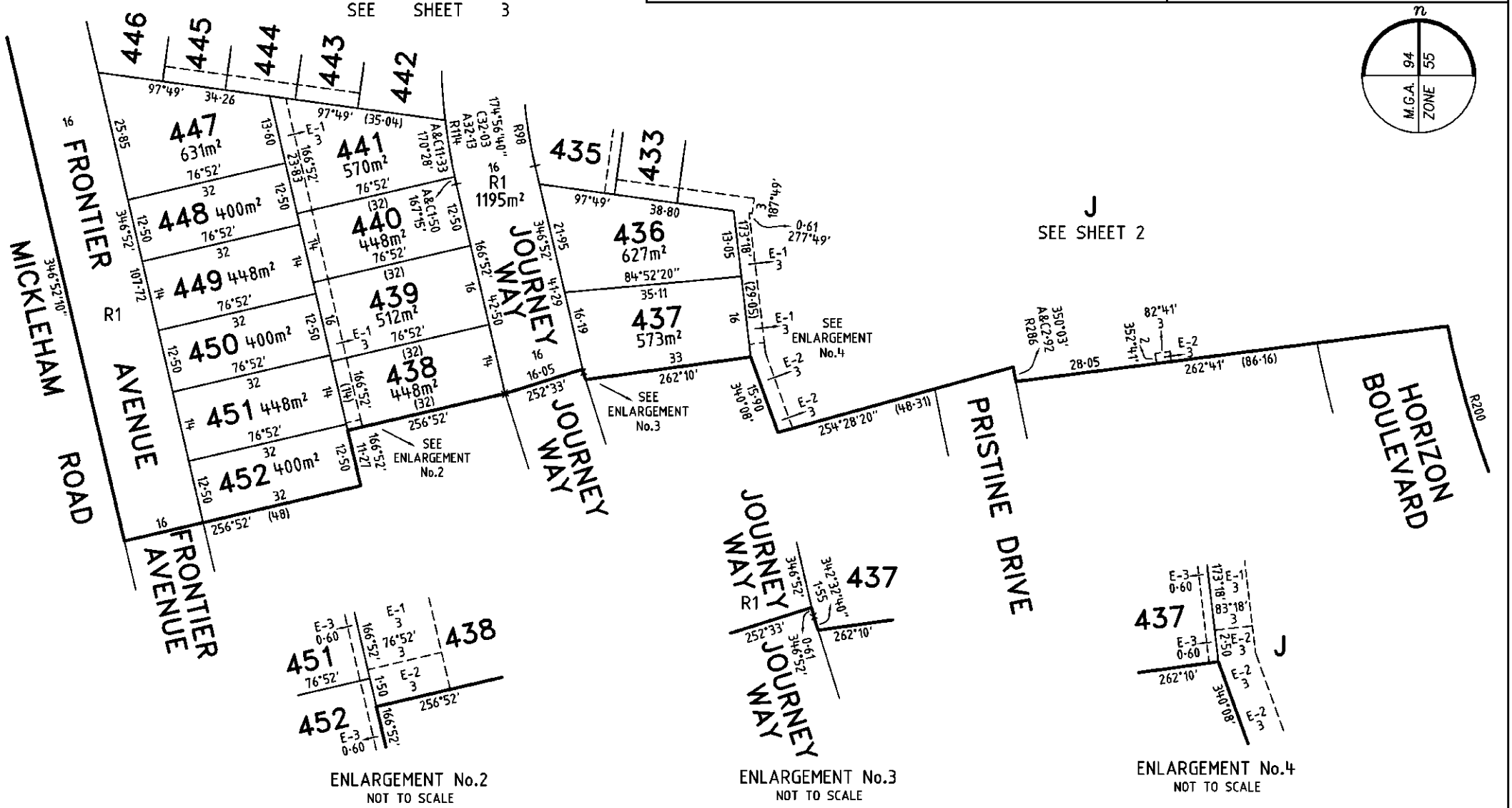


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Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	Sheet 3
ORIGINAL SCALE 1:750 · SHEET SIZE A3	SCALE 7·5 0 15 30 LENGTHS ARE IN METRES
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PLAN OF SUBDIVISION

Plan Number
PS 728815T



ENLARGEMENT No.2
NOT TO SCALE

ENLARGEMENT No.3
NOT TO SCALE

ENLARGEMENT No.4
NOT TO SCALE

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PLAN OF SUBDIVISION

Plan Number
PS 728815T

CREATION OF RESTRICTION A

The following restriction is to be created upon registration of Plan of Subdivision No. PS728815T by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402
402	401, 403
403	402, 404
404	403, 405
405	404, 406
406	405, 407
407	406, 408
408	407, 409
409	408, 410
410	409, 411
411	410
412	413, 431, 432
413	412, 414, 430, 431
414	413, 415, 429, 430
415	414, 416, 428, 429
416	415, 417, 427, 428
417	416, 418, 426, 427
418	417, 419, 425, 426
419	418, 420, 421, 422, 425
425	418, 419, 422, 423, 424, 426
426	417, 418, 425, 427
427	416, 417, 426, 428
428	415, 416, 427, 429
429	414, 415, 428, 430

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
430	413, 414, 429, 431
431	412, 413, 430, 432
432	412, 431
433	434, 435, 436
434	433, 435
435	433, 434, 436
436	433, 435, 437
437	436
438	439, 451, 452
439	438, 440, 449, 450, 451
440	439, 441, 448, 449
441	440, 442, 443, 444, 447, 448
442	441, 443
443	441, 442, 444
444	441, 443, 445, 447
445	444, 446, 447
446	445, 447
447	441, 444, 445, 446, 448
448	440, 441, 447, 449
449	439, 440, 448, 450
450	439, 449, 451
451	438, 439, 450, 452
452	438, 451

DESCRIPTION OF RESTRICTION

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

Design Guidelines and MCP

(a) build or allow to be built on the Lot any building other than a building that has been approved by Peet or the Peet Design Review Panel in accordance with the Aitken Aspect Design Guidelines.

(b) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA2363, which MCP is incorporated into this Restriction.

Building Envelopes

(c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown in the Schedule on sheet 7.

Single and Double Storey Construction

(d) build or allow to be built on the Lot any building with a rise of any number of levels other than in accordance with the storey plans shown in the Schedule on sheet 7.

Fencing

(e) build or allow to be built on the Lot any fence which is visible from a public area which does not comply with the "Aspect Feature Fencing" requirements in the Peet Aitken Design Guidelines.

continued

AITKEN ASPECT – 4

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 5
SCALE	SHEET SIZE	0	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	
	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29297043 DWG 2929704AL 30/04/15 VERSION L	

Signed by: Adrian Alexander Thomas (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) SPEAR Ref: S048976V 01/05/2015

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PLAN OF SUBDIVISION

Plan Number

PS 728815T

CREATION OF RESTRICTION A (CONTINUED)

Garage

(f) build or allow to be built on the Lot any garage other than in accordance with the garage plans shown in the Schedule on sheet 7.

Recycled Water

(g) build or allow to be built on the Lot any dwelling which does not have plumbing for the use of recycled water for toilet flushing, irrigation and external use.

Design Plans

(h) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct, permit or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by Peet in respect of that approval.

Expiry

(i) The restrictions specified in paragraphs (a) to (h) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect 6 years from the date of registration.

For the purposes of this restriction "Peet" means Peet Funds Management Limited ACN: 145 992 169 as the responsible entity for Peet Greenvale Syndicate ARSN 160 996 510 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

AITKEN ASPECT – 4

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 6
SCALE	SHEET SIZE	0	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	
	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29297043 DWG 2929704AL 30/04/15 VERSION L	

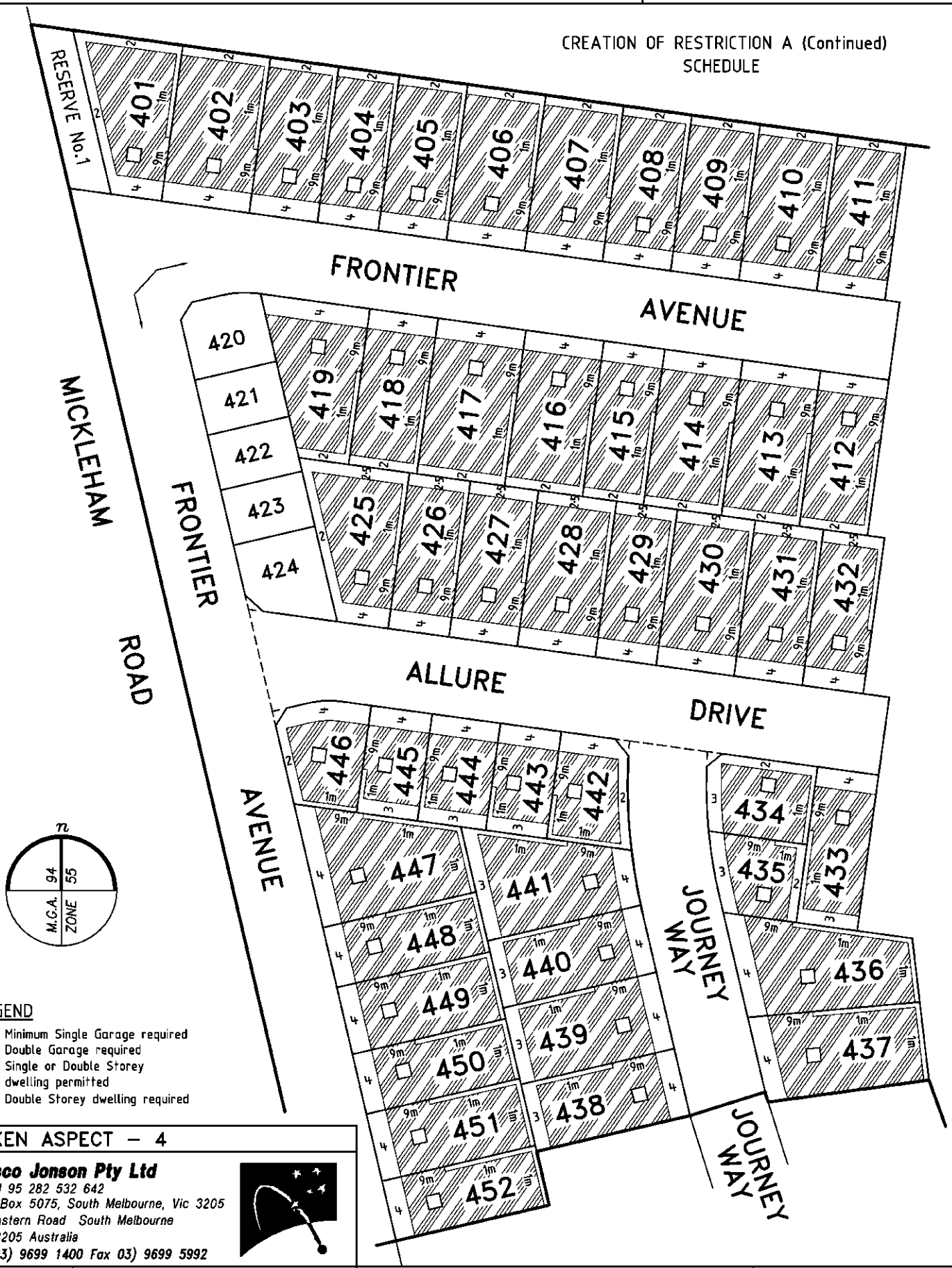
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PLAN OF SUBDIVISION

Plan Number
PS 728815T

CREATION OF RESTRICTION A (Continued)
SCHEDULE



LEGEND

- △ Minimum Single Garage required
- □ Double Garage required
- ▨ Single or Double Storey dwelling permitted
- ⊠ Double Storey dwelling required

AITKEN ASPECT – 4

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 7
SCALE	SHEET SIZE	7·5 0 15 30	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	
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			REF 29297043 DWG 2929704AL 30/04/15 VERSION L	

Signed by: Adrian Alexander Thomas (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) SPEAR Ref: S048976V 01/05/2015

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PLAN OF SUBDIVISION

Plan Number

PS 728815T

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision No. PS728815T by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
420	419, 421
424	423, 425

DESCRIPTION OF RESTRICTION

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

Design Guidelines

(a) build or allow to be built on the Lot any building other than a building that has been approved by Peet or the Peet Craigieburn Pty Ltd Design Review Panel in accordance with the Peet Craigieburn Pty Ltd Design Guidelines.

Building Envelopes

(b) except with the written consent of the Hume City Council, construct, erect or allow construction or erection of any dwelling or garage or any part of any dwelling or garage encroaching in whole or in part outside the area indicated by the building envelopes as shown on the Building Envelope Plan at sheet 9 and profile diagrams on PS728815T of the Plan of Subdivision unless it is an encroachment by eaves, balconies, bay windows, open verandas, porches, porticos or pergolas by no more than 1.5 metres into the front setback to a maximum height of 6.9 metres and by no more than 1.0 metre into the side setback to a maximum height of 6.9 metres.

Design Plans

(c) build or allow to be built any building with a height exceeding 10 metres unless the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 7.5 degrees or more, in which case the maximum building height should not exceed 12 metres.

(d) build or allow to be built a garage and/or carport which is set back between 3.9 metres and 5 metres of the front boundary.

(e) build or allow to be built a dwelling with a private open space area of less than 25 square metres and a width of less than 3 metres to the side or rear of the dwelling.

(f) build or allow to be built a dwelling house together with the usual outbuildings which exceed total site coverage of 75 percent.

(g) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct, permit or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet Craigieburn Pty Ltd and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by Peet Craigieburn Pty Ltd in respect of that approval.

Expiry

(h) the restrictions in paragraphs a) and g) shall cease to burden any lot on the Plan of Subdivision with effect from 10 years from the date of registration.

(i) the restrictions in paragraphs b), c), d), e) and f) shall cease to burden any Lot on the Plan of Subdivision after the issue of a certificate of occupancy for the whole dwelling on the Lot.

AITKEN ASPECT – 4

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE | SHEET SIZE

A3

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29297043
DWG 2929704AL

30/04/15 VERSION L

Sheet 8

Signed by: Adrian Alexander Thomas (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) SPEAR Ref: S048976V 01/05/2015

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DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688
Signed by Council: Hume City Council, Council Ref: S007147, Original Certification: 08/10/2014, Recertification: 02/06/2015, S.O.C.: 06/07/2015

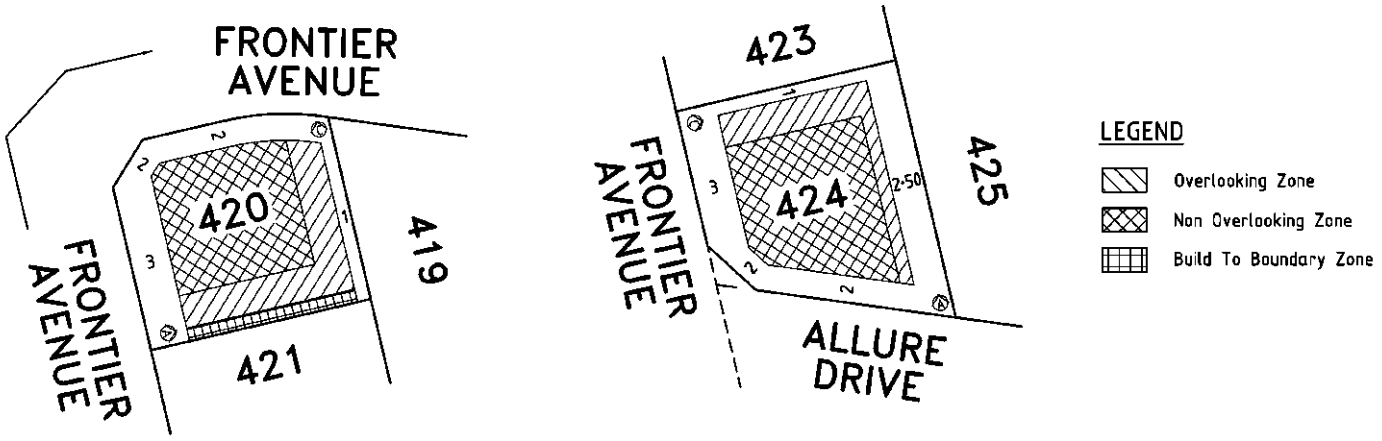
PLAN OF SUBDIVISION

Plan Number
PS 728815T

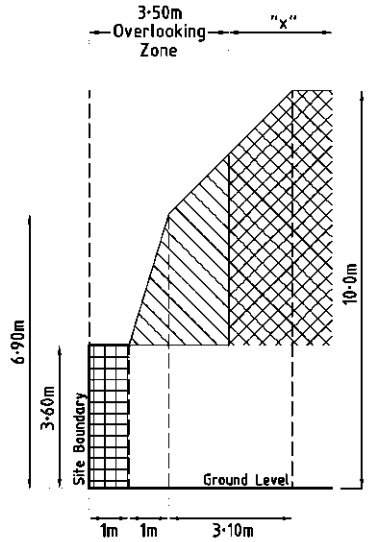
n
94 55
M.G.A. ZONE

CREATION OF RESTRICTION B (CONTINUED)
SCHEDULE

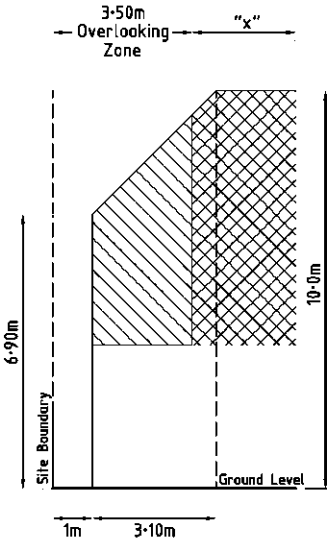
BUILDING ENVELOPES
SCALE 1:400



PROFILE DIAGRAMS
NOT TO SCALE



Side Setbacks A



Side/Rear Setbacks C

AITKEN ASPECT – 4

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE		Sheet 9
SCALE	SHEET SIZE	0	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	
	A3	LENGTHS ARE IN METRES	SIGNATURE DIGITALLY SIGNED DATE / /	
			REF 29297043 DWG 2929704AL 30/04/15 VERSION L	

Signed by: Adrian Alexander Thomas (Bosco Jonson Pty Ltd) Surveyor's Plan Version (L) SPEAR Ref: S048976V 01/05/2015

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Plan of Subdivision PS728815T

Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S048976V
Plan Number: PS728815T
Responsible Authority Name: Hume City Council
Responsible Authority Reference Number 1: S007147
Surveyor's Plan Version: L

Certification

☑ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 08/10/2014

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

○ Has been made and the requirement has not been satisfied at Certification

○ Has been made and the requirement has been satisfied for: this plan at Statement of Compliance (Document updated 06/07/2015)

Digitally signed by Council Delegate:	Tony Magazzu
Organisation:	Hume City Council
Date:	02/06/2015

Signed by: Antonino Magazzu (Hume City Council) 02/06/2015

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AA2363
20/03/2014 $56.50 MCP

MEMORANDUM OF COMMON PROVISIONS

Approved Form MCP

Section 91A Transfer of Land Act 1958 *Victorian Land Titles Office*

Lodged by:
Name: HWL EBSWORTH LAWYERS
Customer Code: 0985X

Privacy Collection Statement

This information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

This memorandum (containing 13 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

ALL THOSE PROVISIONS IN THE ATTACHED PAGES NUMBERED 2-12 13

Approval No. 30800812A

MCP

1. The provisions are to be numbered consecutively from number 1.
2. **The back of this form is not to be used.**
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases

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PROVISIONS

PRELIMINARY

A. This MCP has been prepared by or on behalf of Peet Funds Management Ltd in order to regulate the siting, form and design of residential development in accordance with the PEET Design Guidelines, so as to create a high level of amenity for owners and residents of allotments within the plan of subdivision.

B. The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision.

C. The plan of subdivision and this MCP restrict certain lot owners from developing a lot other than in accordance with the building envelope plans.

D. The building envelope plans provide details of approved building envelopes.

E. This MCP, in conjunction with the plan of subdivision, provides the information necessary to interpret the approved building envelopes.

F. Some of the matters addressed in this MCP are not covered by or are amendments to the Regulations and Scheme.

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

PROVISIONS

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

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1 Text of restrictions

The siting of a building within the approved building envelope is subject to the restrictions imposed by this MCP, the plan of subdivision and any other applicable control.

1.1 Minimum street setbacks (regulation 409 and clause 54.03-1)

A building must be set back from a street alignment in accordance with regulation 409 (Minimum street setbacks) in Part 4 of the Regulations and clause 54.03-1 in the Scheme, except as specified below.

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the building envelope plans.

Balconies, façade treatments, verandahs, open porches, covered walkways, pergolas and porticos that are less than 9.0 metres high and decks, sunblinds, shade sails, eaves, screens as per regulation 419(5)(d) or 419(6) of the Regulations, steps, landings, flues, pipes, fuel tanks, water tanks, heating and cooling equipment, fascias and gutters, may encroach not more than 2.4 metres into the minimum front setback and 1.5 metres into the setback on a side street or laneway for a dwelling, garage or carport. A covered balcony or verandah on the second storey of a building door that is less than 9.0 metres may encroach not more than 1.5 metres into the minimum front setback.

A garage and / or carport on a lot more than 300 square metres must be set back at least 5.0 metres from the front boundary of the lot and be a minimum of 840 millimetres behind the front building line.

A garage door and / or carport on a lot less than 300 square metres must either be set back less than 3.0 metres or more than 5.0 metres from the front boundary and be a minimum of 350 millimetres behind the front building line.

1.2 Building height (regulation 410 and clause 54.03-2)

The height of a building on a lot must be in accordance with Regulation 410 (Building height) in Part 4 of the Regulations and clause 54.03-2 in the Scheme, except as specified below.

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

1.3 Site coverage (regulation 411 and clause 54.03-3)

The site area covered by buildings on a lot should be in accordance with regulation 411 (Site coverage) in Part 4 of the Regulations and clause 54.03-3 in the scheme, except as specified below.

Buildings must not occupy more than 75 per cent of the lot.

1.4 Side and rear setbacks (regulation 414 and clause 54.04-1)

Side and rear setbacks on a lot must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 of the Regulations and clause 54.04-1 in the Scheme, except as specified below.

A building on a lot must be set back from a side or rear boundary not less than the distance specified in respect of that boundary on the building envelope plans, and in the MCP.

Balconies, façade treatments, verandahs, open porches, covered walkways, pergolas and porticos that are less than 9.0 metres high and decks, sunblinds, shade sails, eaves, screens as per regulation 419(5)(d) or 419(6) of the Regulations, steps, landings, flues, pipes, fuel tanks, water tanks, heating and cooling equipment, fascias and gutters, may encroach not more than 600 millimetres into the setback zone.

1.5 Walls on boundaries (regulation 415 and clause 54.04-2)

Walls constructed on a boundary must be in accordance with regulation 415 (Walls on boundaries) in Part 4 of the Regulations and clause 54.05-2 in the Scheme, except as specified below.

A dwelling wall built on the boundary must not exceed a total height of 4.5 metres. A dwelling wall built on the boundary must not exceed a total length of 20 metres or the length of any existing abutting wall, whichever is the greater.

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1.6 Overlooking (regulation 419 and clause 54.04-6)

The attached Boundary Profile Allocation Diagrams – A, B, C, D and E are to be read in conjunction with subsections 1-10 of regulation 419 and clause 54.04-6 of the Scheme.

1.7 Private Open Space (regulation 421 and clause 54.05-2)

For a dwelling on lots less than 300 square metres, the only minimum secluded private open space required is 25.00 square metres with each dimension (length and width) being a minimum of 3.0 metres.

2 Notes on this MCP

2.1 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.

2.2 Buildings must not cover registered easements unless approved by the relevant authority.

2.3 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision. Regulation 406 in Part 4 of the Regulations and clause 56.04-2 in the Scheme, apply to each edge lot irrespective of Section 1 of this MCP.

3 General definitions

In this MCP:

(1) **approved building envelope** means the building envelope shown for a particular lot in the building envelope plans and has the same meaning as in regulation 406 of the Regulations;

(2) **building** has the same meaning as in the Building Act;

(3) **Building Act** means the act of the Victorian Parliament known as the *Building Act* 1993 and any re-enactment or replacement of that act;

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(4) **building envelope** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed, garage and / or carport is allowed subject to the particular provisions of this MCP, the plan of subdivision and the Scheme;

(5) **building envelope plans** means the plans which are attached to this MCP and to the plan of subdivision which show the approved building envelopes, certain setbacks and other related matters for the lots within the plan of subdivision;

(6) **building permit** means a building permit in terms of the Building Act;

(7) **control** includes a restriction in terms of the *Subdivision Act* 1988, an agreement under section 173 of the *Planning and Environment Act* 1987 (**PE Act**), a provision of an Act (other than the Building Act), a regulation (other than the Building Regulations), a requirement of a referral authority (in terms of section 55 of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building;

(8) **dwelling** has the same meaning as in the Scheme;

(9) **frontage** has the same meaning as in the Scheme;

(10) **front building line** is defined as the front wall of the dwelling, which does not include bay windows, porches, porticos and verandahs or any other permitted encroachments.

(11) **height** has the same meaning as in the Regulations;

(12) **lot** has the same meaning as in the Building Act;

(13) **MCP** means this memorandum of common provisions;

(14) **on the boundary** means a zero side setback from the lot / property boundary;

(15) **PEET Funds Management Ltd** means Peet Funds Management Ltd ACN 145 992 169 as responsible entity for the Peet Greenvale Syndicate ARSN 160 996 510 or any associated entity or related body corporate of Peet Funds Management Ltd, including but not limited to Peet Ltd ACN 008 665 834;

(16) **plan of subdivision** means the plan of subdivision to which this MCP is incorporated by way of a restrictions on that plan of subdivision;

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(17) **private open space** has the same meaning as in the Regulations;

(18) **recreational private open space** has the same meaning as in the Regulations;

(19) **Regulations** means the *Building Regulations* 2006 or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;

(20) **Scheme** means the planning scheme of the local authority responsible for the land contained within the plan of subdivision;

(21) **secluded private open space** has the same meaning as in the Regulations;

(22) **setback** has the same meaning as in the Regulations;

(23) **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;

(24) **site coverage** has the same meaning as in the Regulations;

(25) **storey** has the same meaning as in the Scheme;

(26) **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement; and

(27) **window** has the same meaning as in the Regulations.

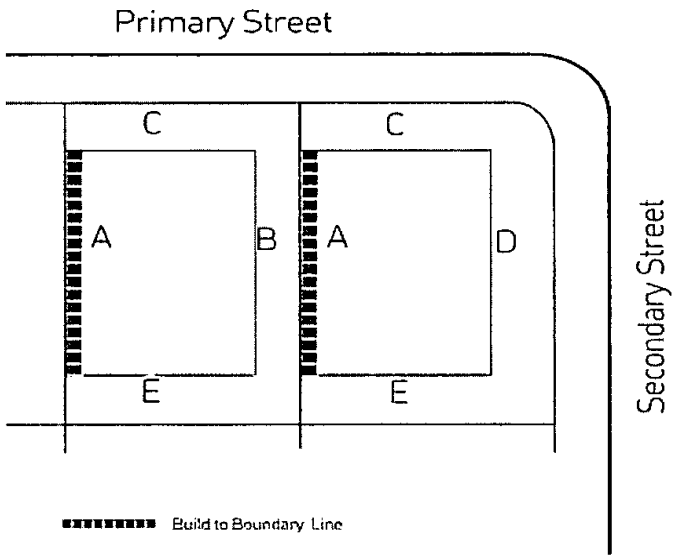
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BOUNDARY PROFILES

Boundary Profile Allocation Diagram

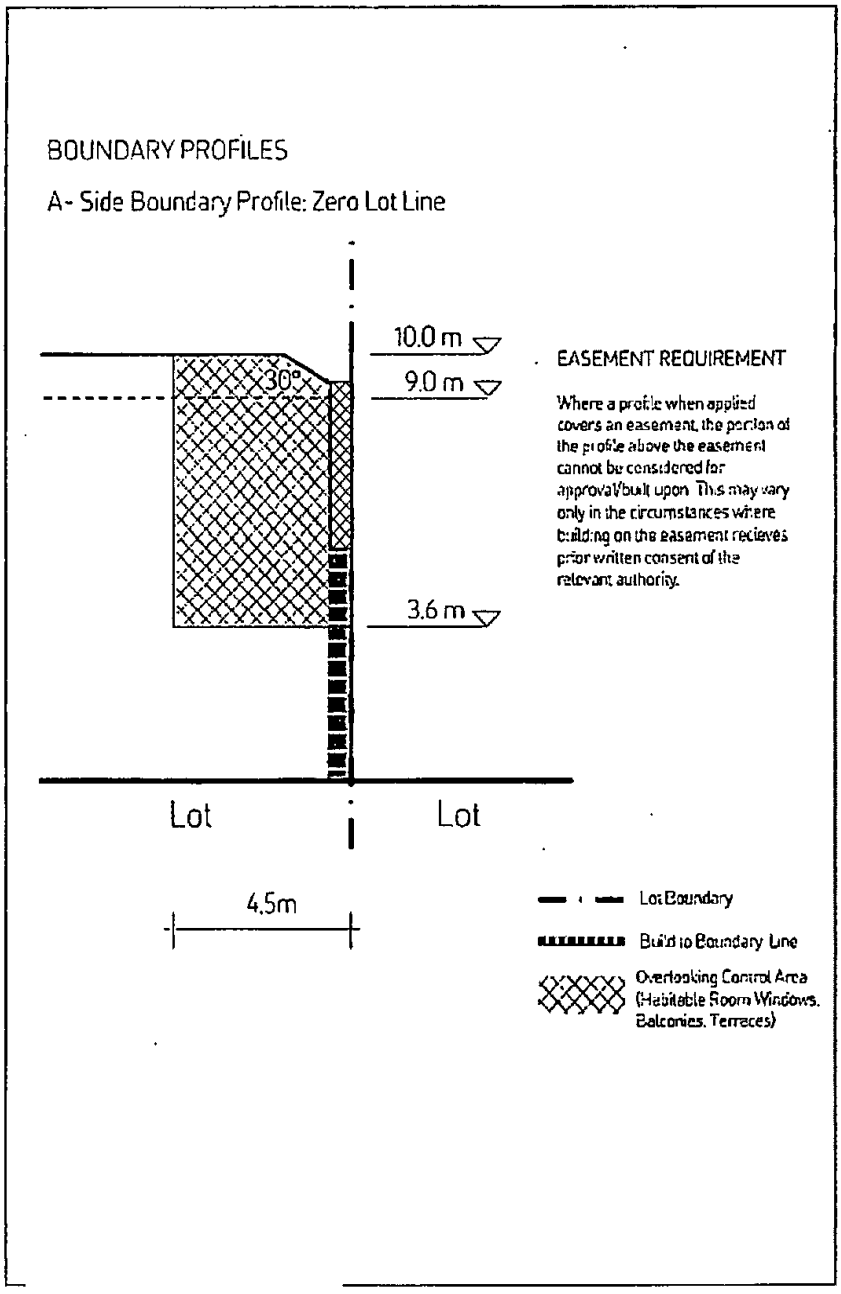


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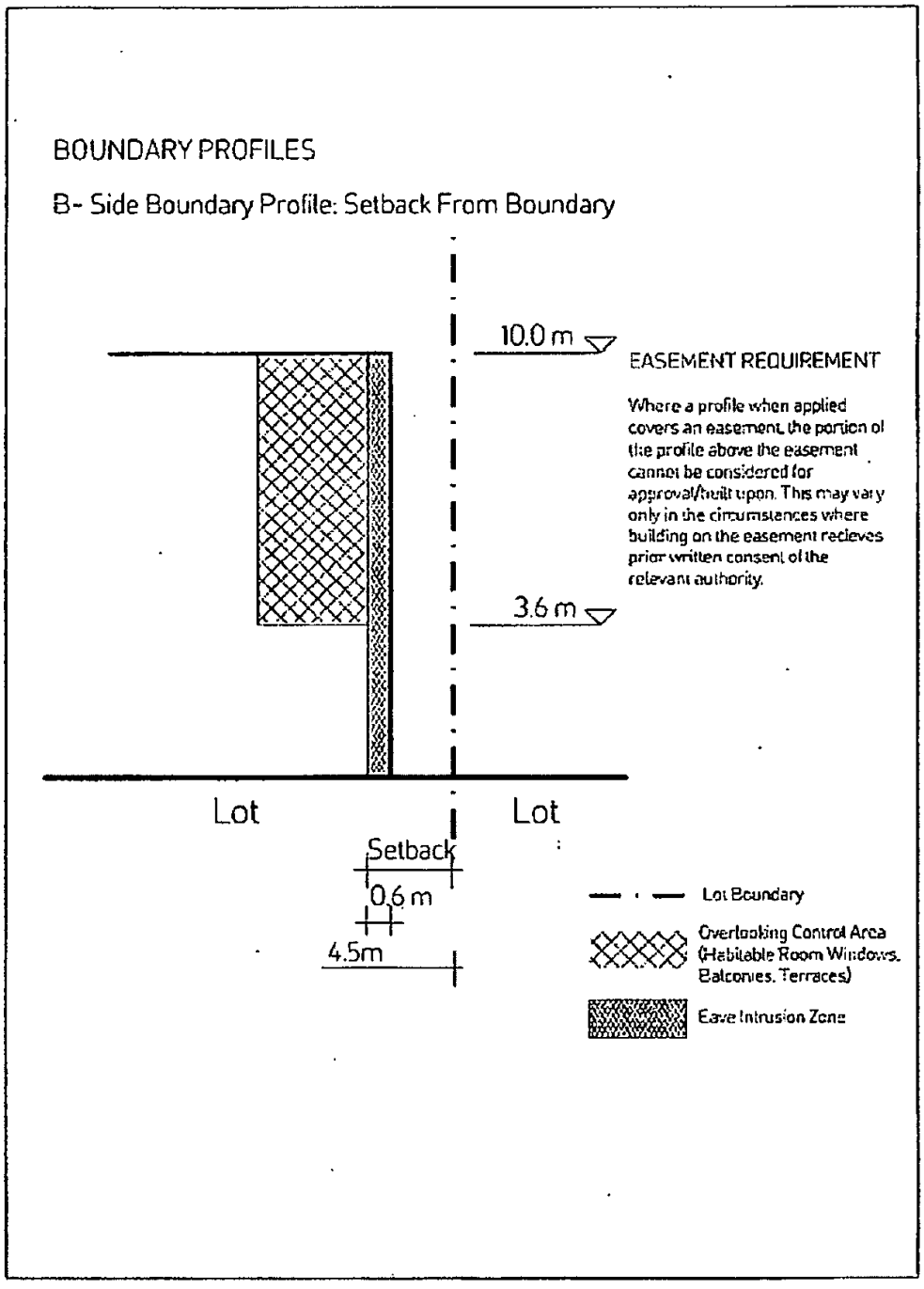


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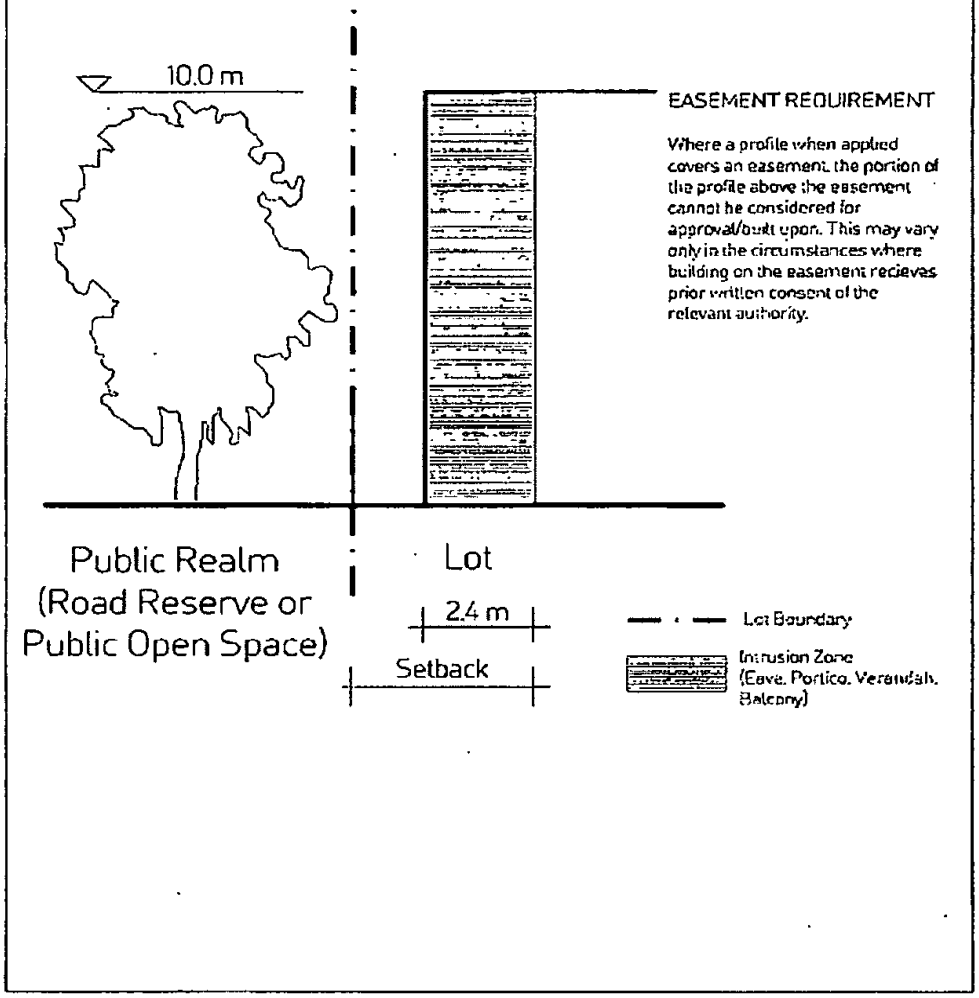
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BOUNDARY PROFILES

C- Front Boundary Profile: Setback From Boundary



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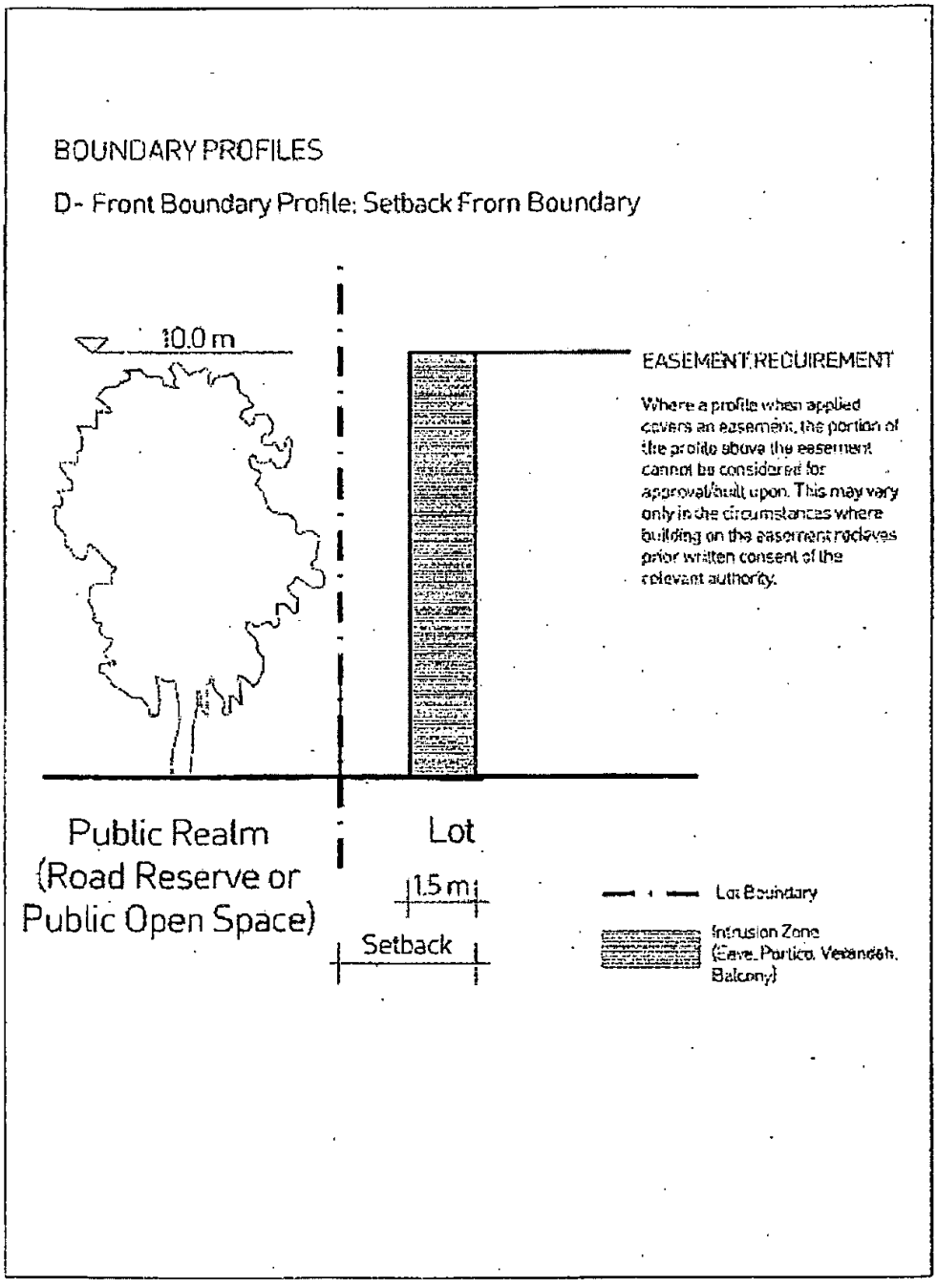
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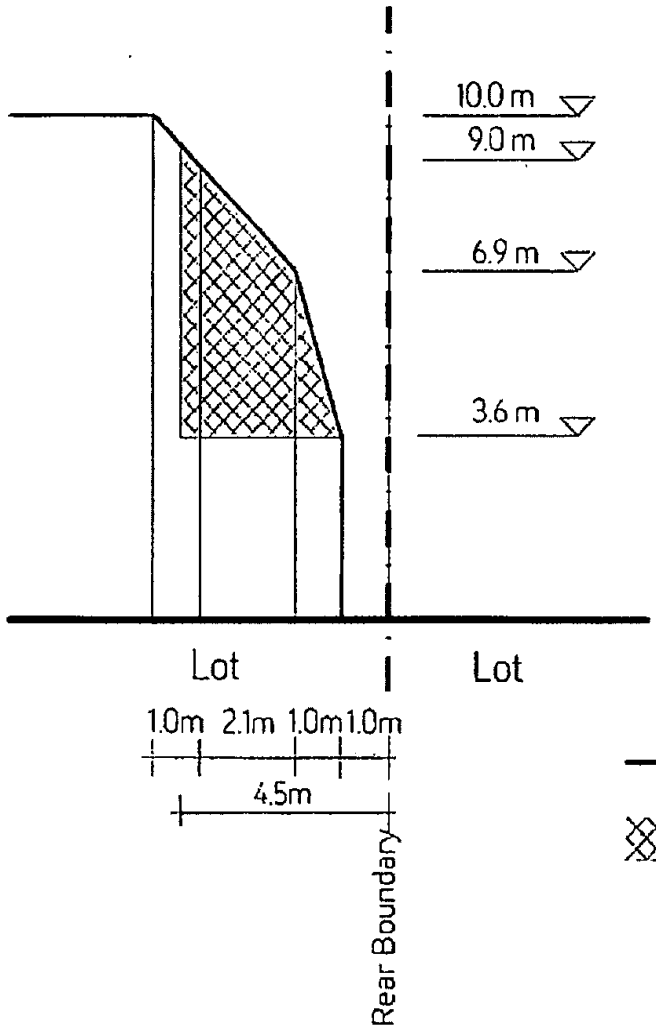
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BOUNDARY PROFILES

E- Back Boundary Profile: Setback From Boundary



EASEMENT REQUIREMENT

Where a profile when applied covers an easement the portion of the profile above the easement cannot be considered for approval/built upon. This may vary only in the circumstances where building on the easement recieves prior written consent of the relevant authority.

Lot Boundary

Overlooking Control Area (Habitable Room Windows, Balconies, Terraces)

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1041236

APPLICANT'S NAME & ADDRESS

YARRA RANGES LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

FORTUNE, BRETT ANDREW

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

357560

This certificate is issued for:

LOT 405 PLAN PS728815 ALSO KNOWN AS 83 FRONTIER AVENUE GREENVALE
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE (https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution)

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

18 June 2024

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

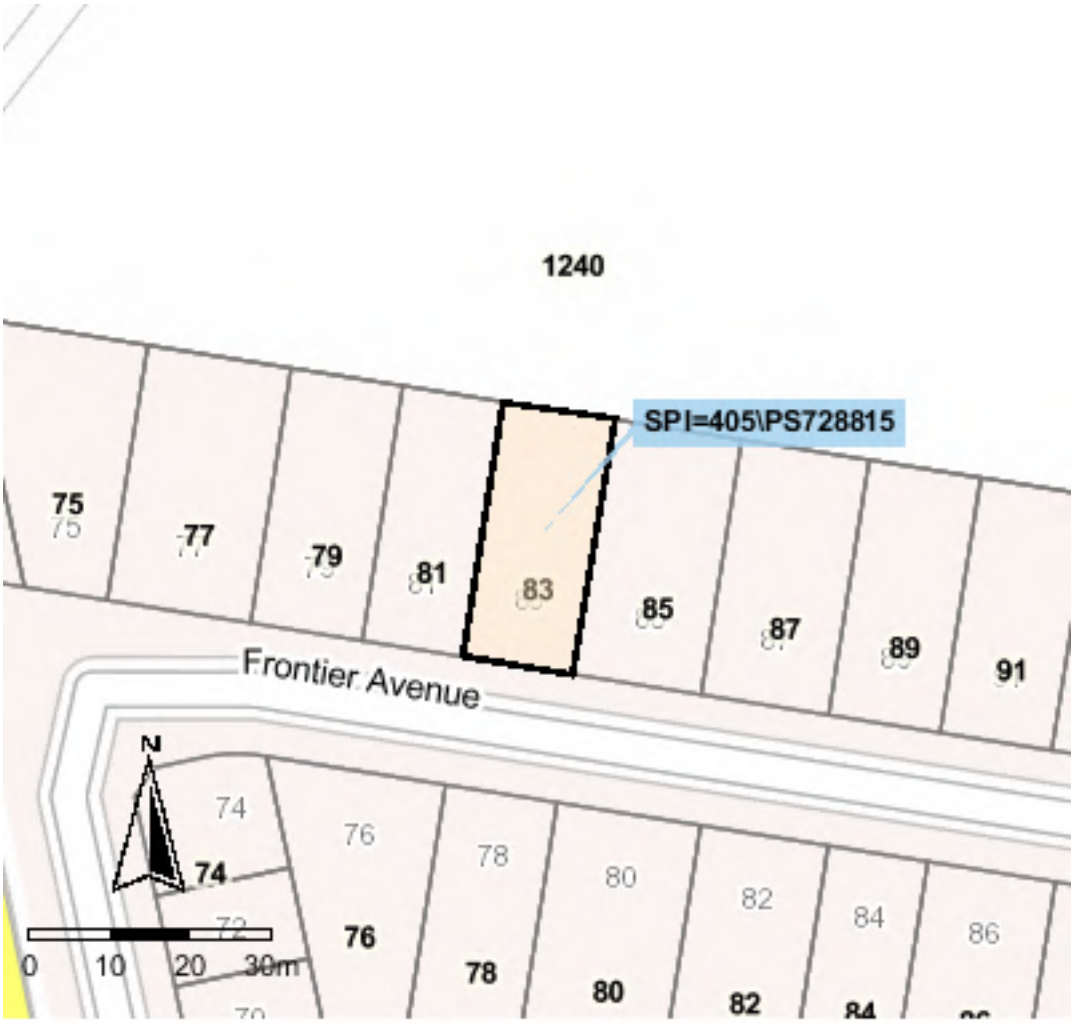
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The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

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

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VICTORIA State Government

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 26 June 2024 02:16 PM

PROPERTY DETAILS

Address:	**83 FRONTIER AVENUE GREENVALE 3059**
Lot and Plan Number:	**Lot 405 PS728815**
Standard Parcel Identifier (SPI):	**405\PS728815**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**699452**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 385 K12**

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**

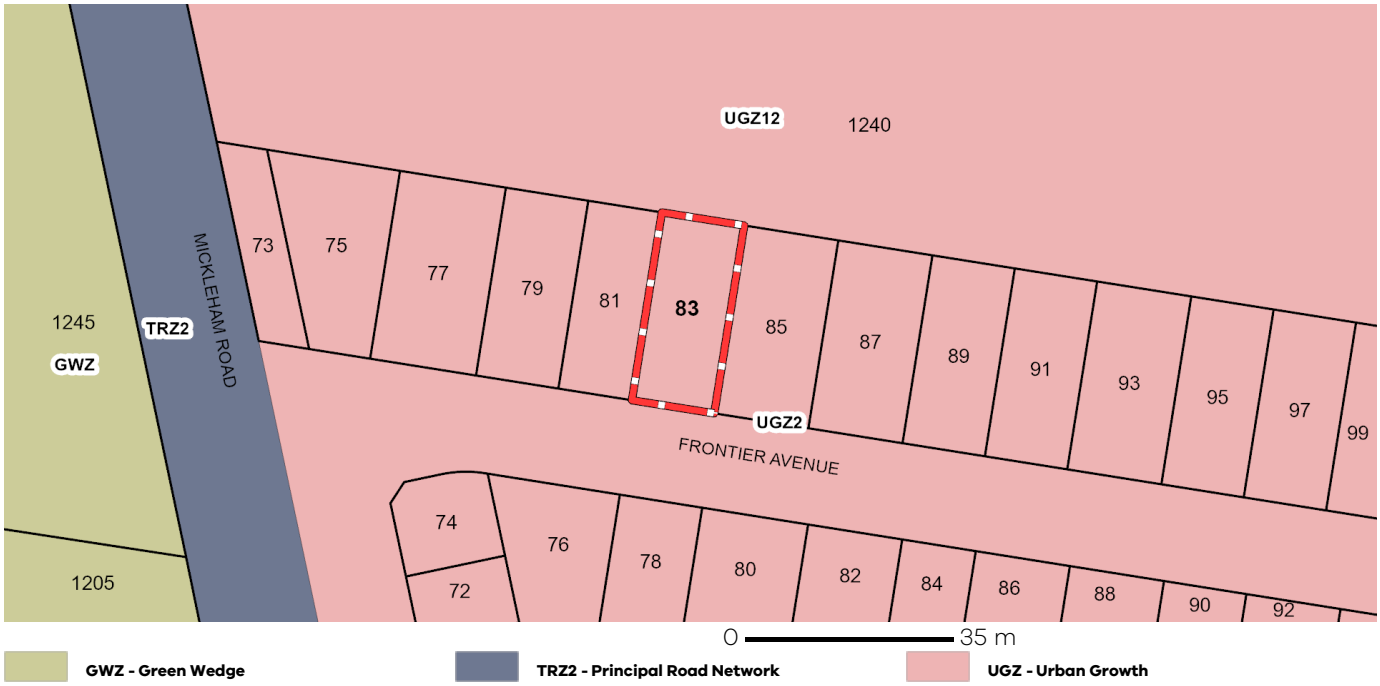
View location in VicPlan

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

Planning Zones

URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 2 (UGZ2)



GWZ - Green Wedge | TRZ2 - Principal Road Network | UGZ - Urban Growth

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

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PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

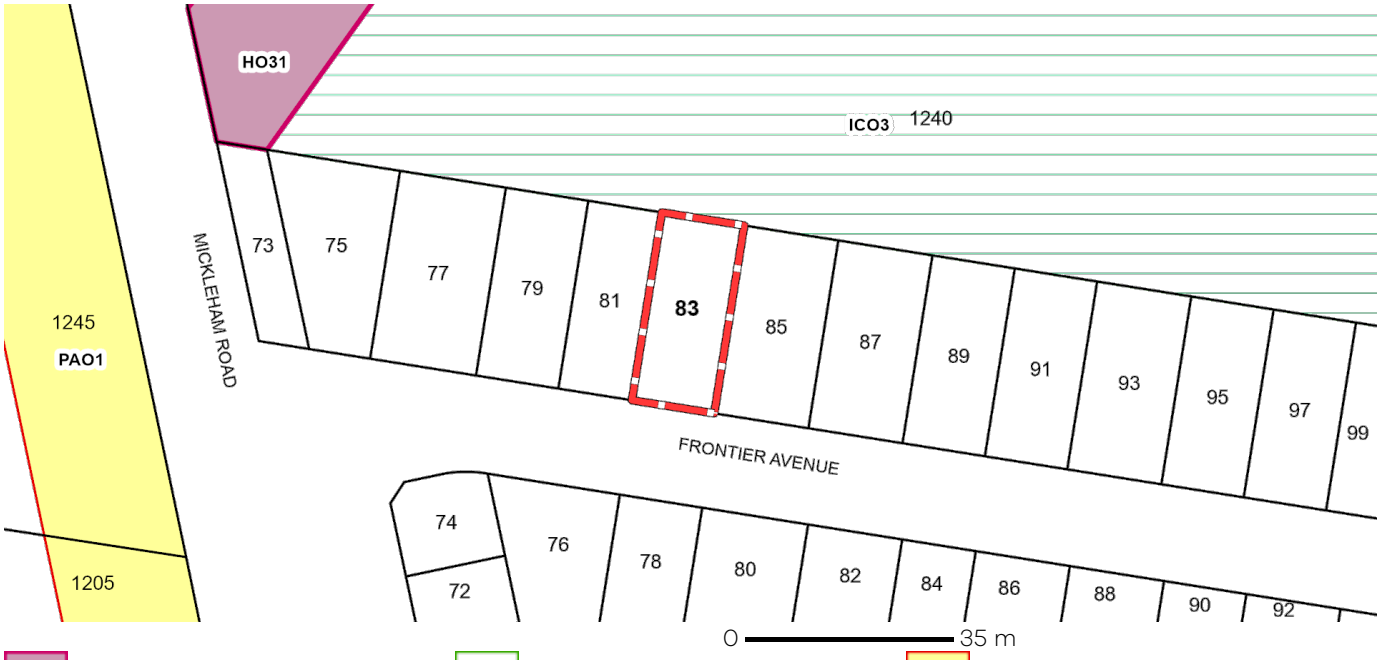
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

PUBLIC ACQUISITION OVERLAY (PAO)



HO - Heritage Overlay **ICO - Infrastructure Contributions Overlay** **PAO - Public Acquisition Overlay**

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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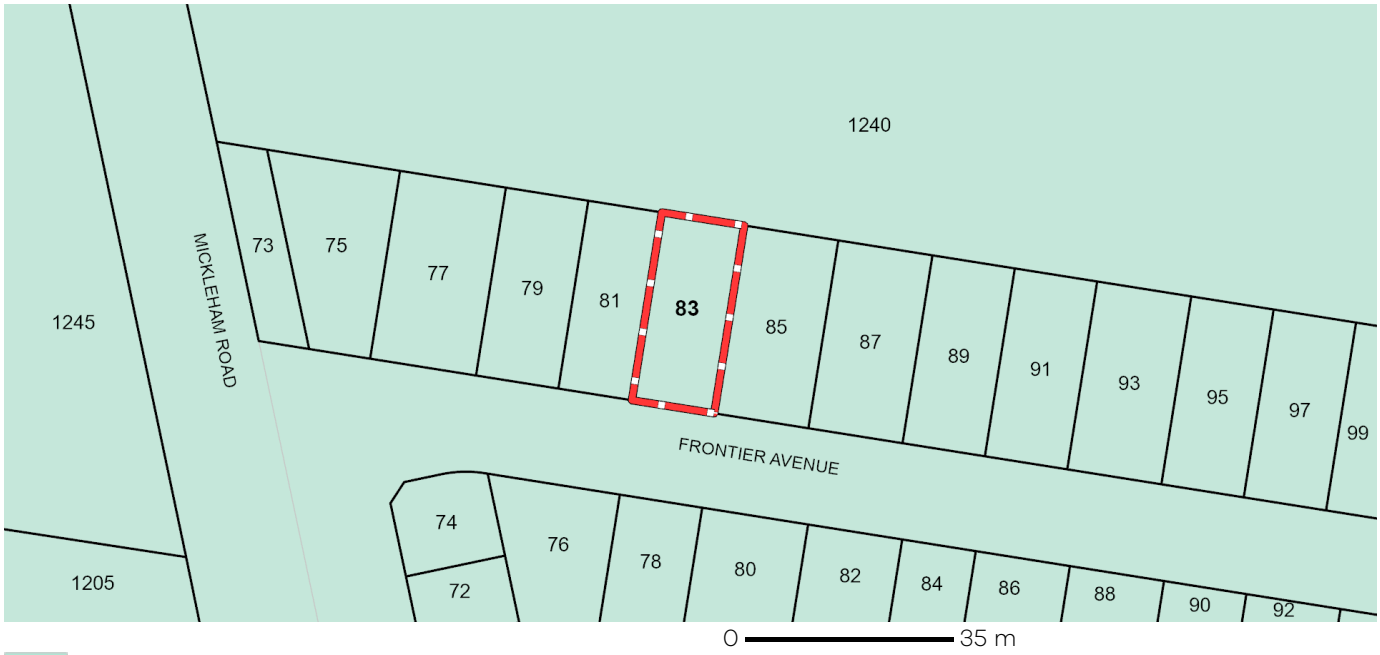
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Growth Area Infrastructure Contribution

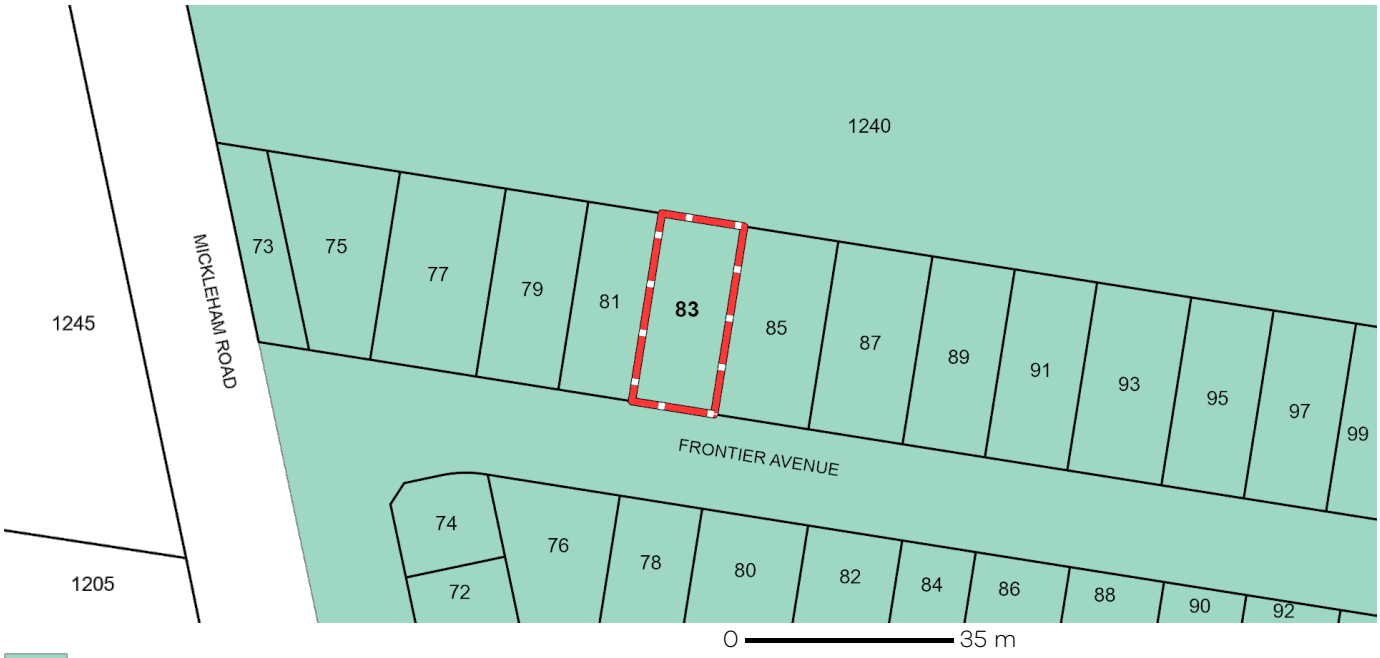
This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

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



Melbourne Strategic Assessment Area

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 20 June 2024.

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

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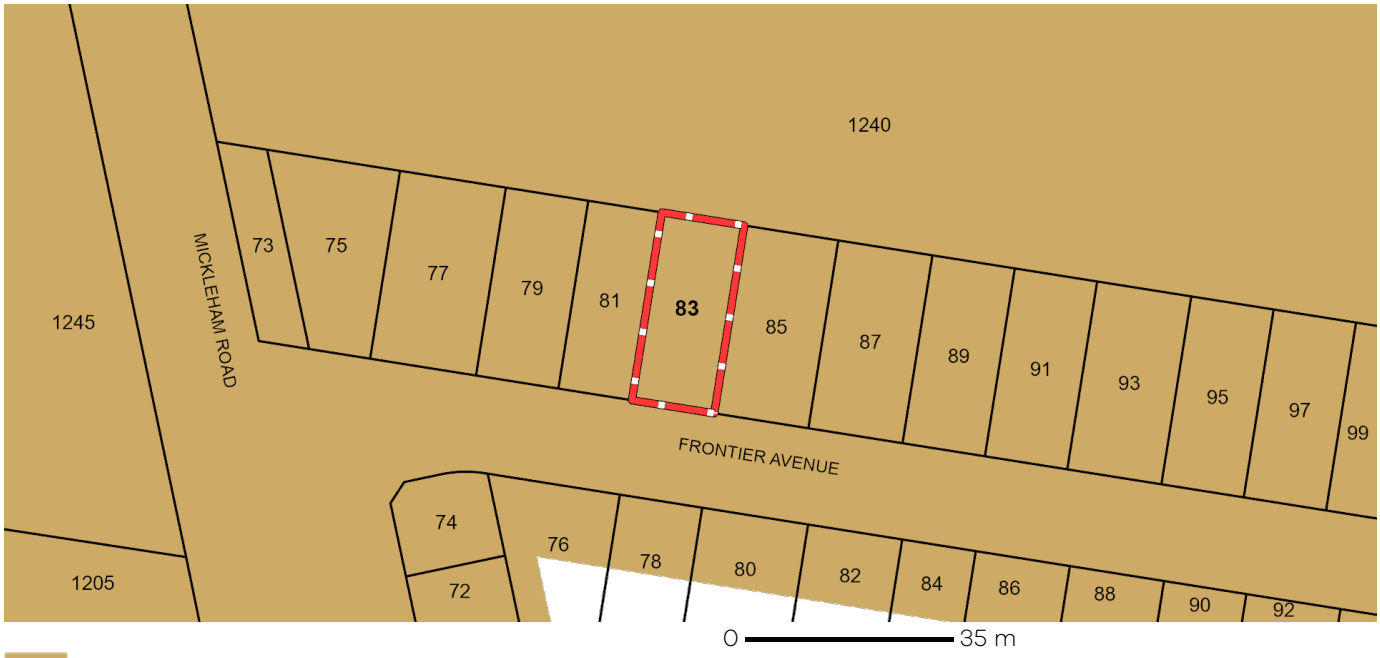
PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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.

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Property No : 699452
Certificate No : eLIC068023
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: 357560
Date of Issue: 18/06/2024

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

Property Description:	Lot 405 PS 728815T Vol 11585 Fol 399
Property Situated:	83 FRONTIER AVE GREENVALE VIC 3059

Site Value $415000	C.I.V. $690000	N.A.V. $34500

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	$1,596.80		$0.00
Land Use Rebate	$0.00		$0.00
Optional Waste Charges	$0.00		$0.00
Fire Service Property Levy	$156.70		$0.00
Special Charge / Rate	$0.00		$0.00
Waste Rates and Charges	$496.67		$0.00
Arrears as at 30/06/2023			$0.00
Interest / Legal Costs			
TOTAL RATES AND CHARGES	$2,250.17		$0.00

****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:	

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS

TOTAL OUTSTANDING AT ISSUE DATE : $0.00

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

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Property No : 699452
Certificate No : eLIC068023
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	83 FRONTIER AVE 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
18/06/2024

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

Biller Code: 357947
Ref: 9829649

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

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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

18th June 2024

Yarra Ranges Lawyers C/- InfoTrack (LEAP) C/- LAND
LANDATA

Dear Yarra Ranges Lawyers C/- InfoTrack (LEAP) C/- LAND,

RE: Application for Water Information Statement

Property Address:	83 FRONTIER AVENUE GREENVALE 3059
Applicant	Yarra Ranges Lawyers C/- InfoTrack (LEAP) C/- LAND LANDATA
Information Statement	30859159
Conveyancing Account Number	7959580000
Your Reference	357560

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

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Yarra Valley Water Property Information Statement

Property Address	83 FRONTIER AVENUE 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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property has an Overflow Relief Cap (ORC) installed which is an anti-infiltration device that seals against storm water entering sewer drain during flood conditions. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain this and to ensure that ORC is fitted to the Overflow Relief Gully at all times. If this cannot be located, cost of rectifications may be charged to the owner.

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

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.

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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 Property Information Statement

Property Address	83 FRONTIER AVENUE GREENVALE 3059

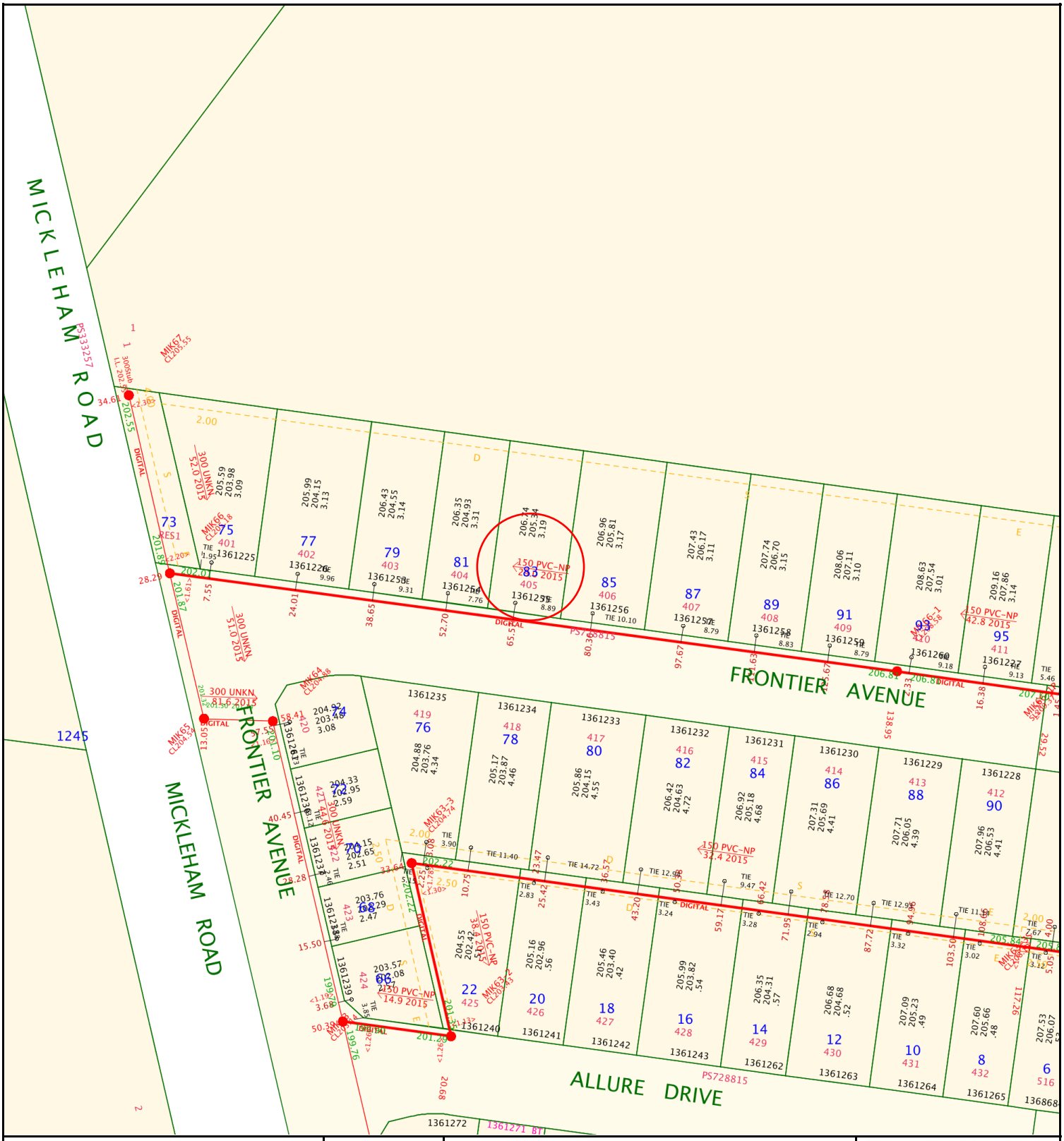
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2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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: 30859159**	**Address**	83 FRONTIER AVENUE GREENVALE 3059	
	Date	18/06/2024	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;

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23rd November 2015

Application ID: 185098

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
Combo Drinking Water & Recycled Water	1
Recycled Water Audit Fee (Includes GST)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1361255

Specific conditions affecting encumbrances on property:

Recycled Water

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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.

Prior to a plumbing Compliance Certificate being issued:
The Victorian Building Authority (VBA, previously known as the PIC) will undertake mandatory sewer inspections in this area.
All plumbing works within each property between the dwelling/s and the authority's property branch are to be inspected. CCTV (Closed Circuit TV) is required to be carried out by the Developer. YVW will advise the Plumber when the Compliance Certificate can be issued.

WATER

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General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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 Water's contractor Select Solutions on 1300 724 858. 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 Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (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

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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.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

Recycled Water Supply
In addition to the drinking water supply, this property must be connected to the Class A recycled water

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supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

- **Environment Improvement Plan (EIP)**

  a) Non-Residential only

  1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.

  2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

- **Recycled Water Plumbing**

  a) Toilet cisterns

  1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply

  2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply

  3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
     (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
     (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

  b) External Taps – Residential

  1. An external recycled water tap must be installed to service the front of the property
     (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
     (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
     (3) Taps must be located to service the front external area of the property by use of a

garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

2. An external recycled water tap must be installed to service the rear of the property
   (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
   (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

3. All external recycled water taps must have the following features:
   (1) The whole body of the tap and handle must be coloured purple
   (2) Tap to be the jumper valve type
   (3) Tap handle must be the removable type
   (4) Standard thread on tap outlet for garden hose bib
   (5) Tap inlet to have 5/8" right hand thread

4. At least one external drinking water tap must be provided to service the property, located at the front
   (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
   (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
   (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.

5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

c) External Taps – Non-Residential

1. External recycled water taps may be installed to service the front and/or rear areas of the property

2. All external recycled water taps must comply with the features detailed in section 2(b)(3)

3. For educational & public buildings/areas, schools, kindergartens, health care centres
   (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'

4. At least one external drinking water tap must be provided to service the property
   (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

d) Laundry Use

1. A recycled water washing machine tap must be installed in the laundry

2. All recycled water washing machine tap kits must have the following features:
   (1) For horizontal tap installations: recycled water washing machine tap to be installed on

the right side of the cold water tap (hot, cold & then recycled water)

(2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
(3) 5/8" Female threaded tap complete with purple handle and standard ¾" outlet
(4) 5/8" Male lugged elbow
(5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

e) Irrigation Systems

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.

2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain

3. An appropriate containment backflow prevention device is to be fitted and independently tested

4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

f) Prohibition Signs

1. A recycled water prohibition sign with the words **"Do Not Drink"** and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

- **Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing (**excluding bidets**)	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

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- **Plumbing Standards**

a) All recycled water plumbing works are to be carried out in accordance with:
   (1) AS/NZS 3500
   (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website www.pic.vic.gov.au
   (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
   (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

- **Inspections For Recycled Water Plumbing Works**

The process for carrying out residential recycled water plumbing inspections has changed. As of 13th April 2015 Yarra Valley Water will be responsible for the following inspections:

- Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling)

- Stage 2 (R2) – On completion of the Roughing In (prior to plaster Installation)

The Victorian Building Association (VBA) will continue to carry out the Stage 3 inspections up until 30th June 2015

- Stage 3 (R3) – At the commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water.

Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach.

Yarra Valley Water is entitled to enter the relevant land and premises for the purpose of inspection of the recycled water supply as defined in these Conditions of Connection under the EPA Guidelines and Risk Based Approach.

Section 145 of the Water Act allows for the imposition of the Conditions of Connection response to an application or request for connection.

Section 150 of the Water Act provides authority for Yarra Valley Water to serve notice on the owner/developer for rectification of an assessed failure to comply with the EPA Guidelines.

Yarra Valley Water may issue a notice specifying observed non-compliance should the requirements of these Conditions of Connection not be met insofar as they relate to recycled water. If non-

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compliance is observed connection to the recycled water system will not be permitted until a satisfactory inspection has been achieved.

If non-compliance continues, in order to maintain our servicing obligations (associated with public health) the recycled water supply can be disconnected.

Should Yarra Valley Water observe non-compliance with the Plumbing Regulations (which differ from compliance with the EPA Guidelines) the non-conformance may be reported to the Victorian Building Authority (VBA).

Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

Booking an Inspection for each stage of work

a) Residential

1. The plumber is required to use the VBA's E-Toolbox to electronically request mandatory inspections for recycled water for plumbing works as follows :

   (1) Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling).

   This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection
   Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

   (2) Stage 2 (R2) - On completion of the "roughing in" (prior to plaster installation).

   This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection
   Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber

   (3) Stage 3 (R3) – At the "commissioning stage" (prior to the building being occupied and lodgement of the Compliance Certificate)

   This inspection will be carried out by the Victorian Building Authority up until **30th June 2015.**

   From 1st July 2015 onwards Yarra Valley Water will be responsible for all recycled water inspections. Details on how to schedule a booking can be found on the Yarra Valley Water Website prior to 1 July 2015

2. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

3. A PIC Consent Number is required for every property/residence being booked for

inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected

4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore e PIC Consent Number is also required for the main to check inspection

5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date only if they both ready for inspection

   (1) Inspections can be booked from the following business day onwards during business hours depending on availability
   (2) The latest time an inspection can be booked for is 4pm

6. Stage 2 (R2) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework. Prior to booking a Stage 3 inspection Stage (R1) & Stage 2 (R2) must be completed and passed. All tapware and plumbing fixtures must be fitted and operational.

   (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
   (2) Properties using a straight piece will not pass these inspections
   (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

b) Non-Residential

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email easyACCESS@yvw.com.au to request mandatory inspections for recycled water plumbing works** as follows:

   (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
   (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
   (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

2. Irrigation Systems must be verified at each of the following stages:

   (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
   (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)

3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible

   (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability

   (1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

- **Tappings**

b) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
   (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. In the case of unit developments, please refer to section 6(b)

c) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
   (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
   (1) The drinking water property service pipe is to be PE pipe and must be water marked
   (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
   (3) PE pipe must not form any part of the water meter assembly
   (4) Any 25mm installation must be fitted with a right-angle ball valve
   (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from www.yvw.com.au
   (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided

3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation

4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit

5. The relevant Road Opening Permit must be obtained from the relevant Authority before

commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit

6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

- **Locked Box**

b) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
   1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
      (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated

   2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
      (1) Such interconnection is to be above ground and clearly visible
      (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

- **Meter Assemblies & Positioning**

b) Recycled water meters are to be positioned to the left of the drinking water meter assembly

c) The water meter assemblies **cannot be moved** by the private plumber
   1. Residential:
      (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
      (2) The private plumber can request the meters to be moved at the time of the tapping
      (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
      (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated

   2. Non-Residential:
      (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid

d) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering

e) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra

Valley Water

- **Stolen Meters**

b) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

- **Owner's Responsibility**

b) It is the owner/s responsibility to carry out the following:
1. Educate children and visitors to the property about the permitted uses of Class A recycled water

2. Remove the handle from the recycled water taps when not in use

3. Ensure that all recycled water prohibition signs are visible and legible at all times

4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use

c) For Irrigation Systems:
(1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
(2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
(3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
(4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
(5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at www.yvw.com.au
(6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water

d) The conditions detailed in this document are binding on subsequent owners of this recycled water property

SEWER

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Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au.

Any unused sewer connection branches at the site must be cut and sealed.

This property must have an Overflow Relief Cap (ORC) installed. The ORC has an anti-infiltration device that seals against storm water entering the sewer drain during flood conditions. It is the responsibility of the applicant/owner to ensure that these Conditions of Connection are provided to the Plumber prior to any plumbing work being undertaken on the property and that the plumber is aware of this requirement to install the mandatory ORC on this property. The plumber must comply with these Conditions of Connection. Failure to do so may result in a fine being issued as defined by the Water Act 1989. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain the ORC and to ensure that the ORC is fitted to the Overflow Relief Gully at all times. If Yarra Valley Water cannot locate the ORC, the applicant/owner may be charged the cost of rectification. A detailed brochure on the ORC can be downloaded from the easyACCESS Knowledge Hub.

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
- 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

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- inspecting our assets or works to see if such damage has been caused.

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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 Ranges Lawyers C/- InfoTrack (LEAP) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1551919999
Rate Certificate No: 30859159

Date of Issue: 18/06/2024
Your Ref: 357560

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
83 FRONTIER AVE, GREENVALE VIC 3059	405\PS728815	5120114	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	$20.03	$20.03
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	$114.47	$114.47
Parks Fee *	01-04-2024 to 30-06-2024	$21.10	$21.10
Drainage Fee	01-04-2024 to 30-06-2024	$29.38	$29.38
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$184.98

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
LOT H, FRONTIER AVE, GREENVALE VIC 3059	H\PS721424	5100173	Residential

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

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

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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 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.

Recycled water is available at this property
This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5120114

Address: 83 FRONTIER AVE, GREENVALE VIC 3059

Water Information Statement Number: 30859159

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 15519199994

Amount Paid		Date Paid		Receipt Number	

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

Property Clearance Certificate

Land Tax

INFOTRACK / YARRA RANGES LAWYERS

Your Reference:	236051
Certificate No:	78620012
Issue Date:	18 JUN 2024
Enquiries:	ESYSPROD

Land Address: 83 FRONTIER AVENUE GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42225371	405	728815	11585	399	$1,890.80

Vendor: DONNA JANE FORTUNE & BRETT ANDREW FORTUNE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DONNA JANE FORTUNE	2024	$415,000	$1,890.80	$0.00	$1,890.80

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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:	$690,000
SITE VALUE:	$415,000
CURRENT LAND TAX CHARGE:	**$1,890.80**

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Notes to Certificate - Land Tax

Certificate No: 78620012

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,695.00

Taxable Value = $415,000

Calculated as $1,350 plus ($415,000 - $300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 78620012

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: 78620012

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / YARRA RANGES LAWYERS

Your Reference:	236051
Certificate No:	78620012
Issue Date:	18 JUN 2024

Land Address:	83 FRONTIER AVENUE GREENVALE VIC 3059

Lot	Plan	Volume	Folio
405	728815	11585	399

Vendor: DONNA JANE FORTUNE & BRETT ANDREW FORTUNE

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

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Notes to Certificate - Windfall Gains Tax

Certificate No: 78620012

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
    - The request is within 90 days of the original Certificate's issue date, and
    - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 78620010

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: 78620010

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.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Yarra Ranges Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 357560

NO PROPOSALS. As at the 26th June 2024, 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®.

83 FRONTIER AVENUE, 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: 26th June 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73230067 - 73230067133551 '357560'

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Extract of EPA Priority Site Register

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 83 FRONTIER AVENUE
SUBURB: GREENVALE
MUNICIPALITY: HUME
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 385 Reference K12

DATE OF SEARCH: 18th June 2024

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:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970

- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970

- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017

- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017

- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017

- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, 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. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

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. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

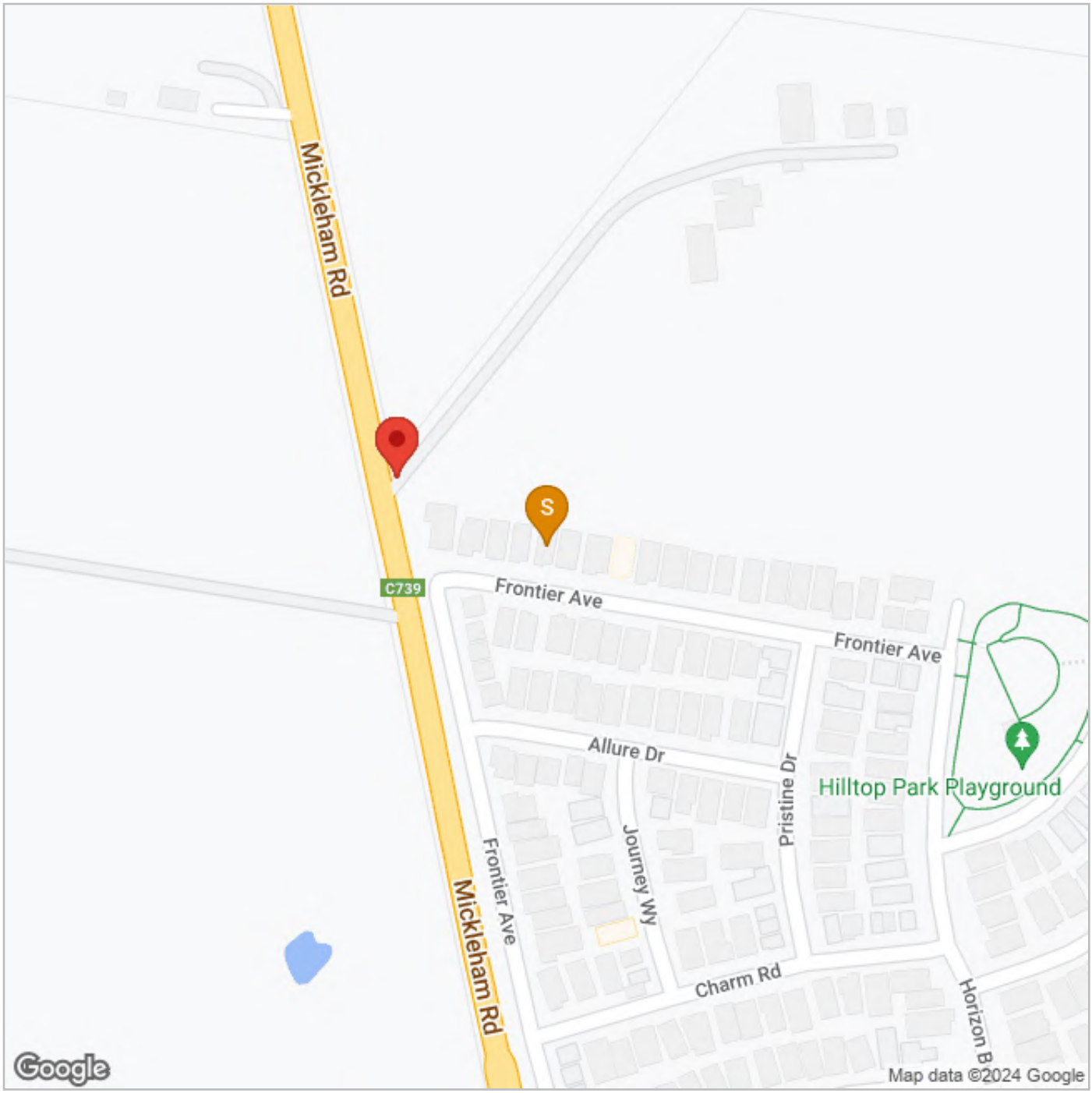
For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

[Extract of Priority Sites Register] # 73230067 - 73230067133551 '357560'

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Development Application Report



83 FRONTIER AVENUE, GREENVALE Vic 3059

Matter 236051 **Council** Hume

4 Applications

19/05/2024 Last Update

400m Range

Whilst efforts are made to ensure the accuracy of data and the contents of Development Application reports, InfoTrack cannot guarantee the accuracy or completeness of information contained therein. Results are currently limited to the first 200 applications based on proximity to the property. By using the Development Application product and Development Application report/s, you agree to indemnify fully InfoTrack (and its related body corporate, directors, officers, agents, employees and contractors) from any claim, action, demand, loss or damages made or incurred directly or indirectly by you or any third party arising out of or relating to your conduct, your use of the Development Application product or Development Application report/s.

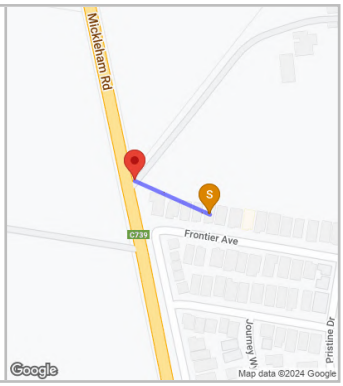
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Summary

1

DUNHELEN 1240
MICKLEHAM RD
GREENVALE VIC 3059

Distance	94m
Applications	4

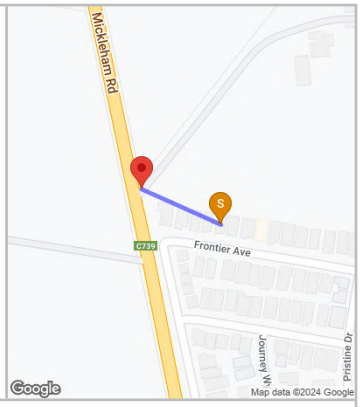


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Details

1

DUNHELEN 1240 MICKLEHAM RD GREENVALE VIC 3059



Distance 94m
Applications 4

P25002	MULTI-LOT SUBDIVISION AND CREATION OF RESTRICTIONS
P25694	DISPLAY OF TEMPORARY BUSINESS IDENTIFICATION AND POLE SIGNS AND CREATION OF TEMPORARY ACCESS TO A TRANSPORT ZONE 2
P25694.01	DISPLAY OF TEMPORARY BUSINESS IDENTIFICATION AND POLE SIGNS AND CREATION OF TEMPORARY ACCESS TO A TRANSPORT ZONE 2
P25769	MULTI LOT SUBDIVISION

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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

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

Our Reference: **WBPI038257**
Your Reference: **357560**
Property Details: **83 FRONTIER AVE**
GREENVALE VIC 3059
LOT 405 PS 728815T VOL 11585 FOL 399
Property Number: **699452**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **BRETT ANDREW FORTUNE & DONNA JANE FORTUNE**

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
008510/0	BPS42405	Residential CONSTRUCTION OF A DWELLING AND GARAGE	20/11/2015	BRETT THRELFALL	BS-U 30045	008510/0	13/05/2016

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 June 2024

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.

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BUILDINGSURVEYINGVICTORIA

E: info@bsvic.com.au **P:** 03 9707 4443 **F:** 03 9769 9133
Suite 6/40 Old Princes Hwy, Beaconsfield VIC 3807 | PO Box 629, Beaconsfield VIC 3807

BUILDING PERMIT - FORM 2

Building Act 1993, Building Regulations 2006, Regulation 313

Permit Number: BS-U30045/008510/0 Issued: 20/11/2015

Property Details: **83 Frontier Avenue**
GREENVALE
Lot: **405** LP/PS: PS728815
Municipality: Hume City Council

Issued To: SV Homes (VIC)
PO Box 6022, BRENDALE 4500
Phone: 07 3205 1900

Owner: Brett & Donna Fortune
183 Quamby Road, BEACONSFIELD UPPER 3808

Builder: SV Building Group Pty Ltd
PO Box 6022, BRENDALE 4500
Phone: 07 3205 1900

Practitioners:

Practitioner	Reg Number	Function & Engagement
Troy Barnes	DB-L 43925	Builder
Tsz Ching Mok	EC 33094	Civil Engineer
Geoffrey Clark	EC-37768	Civil Engineer

Nature of Building Works: Construction of a dwelling and garage

Building Classification:

Part of Building	BCA Class
Dwelling	1ai
Garage	10a

Total new floor area: 189m^2 Stage of Work: All Cost of Works: $235,900
Dwellings before: 0 To be demolished: 0 Dwellings After: 1

Details of Relevant Planning Permit (if applicable): Planning Permit No: Date:

Details of Domestic Building Work Insurance: QBE 420063787BWI-7

Commencement and Completions:
This building work must commence by: 20/11/2016 and must be completed by: 20/11/2017

Occupancy of Building:
Prior to the occupation or use of this building an occupancy permit or final certificate is required.

PHONE 9707 4443 TO BOOK INSPECTIONS - MINIMUM 24 HOURS NOTICE REQUIRED

Inspection Requirements:
The mandatory notification stages for inspections are:

PRE-SLAB
SLAB STEEL
FRAME
FINAL

Relevant Building Surveyor: BRETT THRELFALL **Registration No:** BS-U 30045

Signature: **Date of Issue:** 20/11/2015

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

BUILDING PERMIT CONDITIONS & NOTES

This building permit is issued subject to the following conditions pursuant to Section 19(1)(b) of the Act:

Permit Number: BS-U30045/008510/0

Prefabricated Framing Conditions

Where any prefabricated items such as Roof trusses, Wall framing and/or Floor joists are applicable the layouts and design certificate must be provided to BSV *prior* to the frame inspection being undertaken.

General Building Permit Conditions

1. Where a planning permit has been issued it is the owners/agents responsibility to comply with all conditions of the town planing permit issued. Where a town planning permit has not been obtained it is the owners/agents responsibility to engage a suitably qualified town planing consultant or contact council's town planning department to determine if this is applicable to their project. As we are building surveyors and not qualified town planning consultants we cannot guarantee the accuracy of determining the requirements of a town planning permit on every occasion and as such accepts no responsibility should a town planning permit not be obtained.
2. All materials & work practices shall comply with, but not limited to, the Building Regulations 2006, the Building Code of Australia and all relevant current Australian standards (as amended) referred to therein. These specifications specify only the minimum standard requirements although all precautions should be taken to ensure works are to best trade practice.
3. The owner/agent is responsible to comply with Council Local Laws which may affect the development.
4. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant, memorandum of common provisions or other restriction which may be shown on title. The building owner is responsible & it is advised that they engage an appropriately qualified person to confirm & ensure that they comply with any of the above restrictions prior to commencing construction. The relevant building surveyor accepts no responsibility for non compliance with any section 173 agreements, covenants, memorandum of common provisions or other restrictions that may be applicable to the property.
5. The relevant building surveyor must be notified without delay after completion of each mandatory stage including any additional stage specified in this permit.
6. Where plumbing work for which required the issue of a compliance certificate is carried out in conjunction with the building work included in this permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit.
7. It may be necessary for the owner to identify any pre-existing damage of Council assets prior to work commencing - asset protection permit'. Often Council requires crossing deposits / fees must be paid (where required) prior to commencement of the building works.
8. The person in charge of carrying out the building work must ensure that the building work does not encroach over the title boundaries of the subject allotment.
9. The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
10. Where termite protection is required it shall be carried out in accordance with AS 3660.1 - 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
11. Where an energy report has been provided to comply with BCA Part 2.6, the energy report is accepted as an alternative solution using Verification Method V2.6.2.1. The builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and checked.
12. Where a building is within a bushfire designated area & has been built in accordance with AS3959 for the determined level of protection at time of permit issue. It is recommended that the site be maintained and additional bushfire construction provisions be applied in the future as necessary owing to the changing conditions in the immediate & surrounding area.

Building Permit Notes

Note 1: Under Regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 2: Under Regulation 317, the person in charge of carrying out of the building work on an allotment must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include only building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $12,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

Prescribed Reporting Authority - Matter Reported On - Regulation Number

Hume City Council	Point of discharge of storm water	Reg. 610(2)

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Suite 6/40 Old Princes Hwy, Beaconsfield VIC 3807 | PO Box 629, Beaconsfield VIC 3807

OCCUPANCY PERMIT - FORM 6

Building Act 1993, Building Regulations 2006, Regulation 1006

For Building Permit Number:BS-U30045/008510

Property Details: **83 Frontier Avenue**
Greenvale
Lot: 405 LP/PS: PS728815
Municipality: Hume City Council

Nature of Building Works: Construction of a dwelling and garage

Building Description:	Part of Building	BCA Class
	Dwelling	1ai
	Garage	10a

Allowable Floor Loading: 1.5 kPa

Reporting Authority	**Matter Reported On**	**Regulations** (if any)
Hume City Council	Point of discharge of storm water	Reg. 610(2)

Inspection Approval Dates

Inspection Type	**Approval Date**
BORED PIERS	08/12/2015
PRE-SLAB	08/12/2015
SLAB STEEL	08/12/2015
FRAME	14/01/2016
FINAL	09/05/2016

CONDITIONS

-All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
-All landscaping works to maintain a minimum distance from below weep holes of 150mm to soil; or 75mm to paving; or 50mm to paving graded away from the building with a roof covering.
- The owner's attention is drawn to the document published by the CSIRO - 'Foundation Maintenance and Footing Performance: A Home Owner's Guide - Building Technology File 18' and the requirements of AS 2870, both of which indicate the owner's responsibilities with regard to the regular maintenance of the building, site drainage, plumbing leaks, excessive or irregular watering of gardens adjacent to the building, and tree root growth. This document can be purchased from the CSIRO. www.publish.csiro.au.

SUITABILITY FOR OCCUPATION

-The building or part of a building to which this certificate applies is suitable for occupation.
-This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regs. 2006.

Certificate Number: 008510

Relevant Building Surveyor: BRETT THRELFALL **Registration No:** BS-U 30045

Signature: 

Date of Issue: 13 May 2016

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

vmia
Risk Management and Insurance
ABN 39 682 497 841
Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420063787BWI-7

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545

QBE

BRETT ANDREW FORTUNE & DONNA
183 QUAMBY RD
BEACONSFIELD UPPER 3808

Name of Intermediary
AON-HIA (VIC)
4 / 70 JOLIMONT STREET
MELBOURNE VIC 3002

Account Number
42BWHIA00
Date Issued
06/11/2015

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At the property	LOT 405, FRONTIER AVENUE GREENVALE VIC 3059
Carried out by the builder	SV BUILDING GROUP PTY LTD ACN: 606 253 874
	Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.
For the building owner	BRETT ANDREW FORTUNE & DONNA JANE FORTUNE
Pursuant to a domestic building contract dated	22/10/2015
For the contract price of	$235,900.00
Type of cover	Cover is only provided if SV BUILDING GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*
Period of cover	Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes: • Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects* • Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*
The maximum policy limit for all claims made under this policy is	$300,000 all inclusive of costs and expenses*
The maximum policy limit for all claims for non-completion of the domestic building works is	20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

QM1824-1207

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

vmia
Risk Management and Insurance
ABN 39 682 497 841
Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420063787BWI-7

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545

QBE

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	$1,540.00
GST	$154.00
Stamp Duty	$169.40
Total	**$1,863.40**

IMPORTANT:
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

QM1824-1207

DocuSign Envelope ID: F91A387A-AFD5-4DC0-9EED-62B313ACF688

vmia
Risk Management and Insurance
ABN 39 682 497 841
Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420063787BWI-7

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545

QBE

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
MATCH		
Owner: [redacted]	Both name of builder and ACN or ABN match ✓	Owner: [redacted]
Carried out by the builder: ACME CONSTRUCTIONS PTY LTD, ACN: 12 345 678		Builder: ACME CONSTRUCTIONS PTY LTD, ACN: 12 345 678
NO MATCH		
Owner: [redacted]	Call QBE, name of builder does not match ✗	Owner: [redacted]
Carried out by the builder: JOHN CITIZEN, ABN: 12 345 678 910		Builder: CITIZEN CONSTRUCTIONS PTY LTD, ACN: 12 345 678
NO MATCH		
Owner: [redacted]	Call QBE, ABN or ACN does not match ✗	Owner: [redacted]
Carried out by the builder: ACME CONSTRUCTIONS PTY LTD, ACN: 12 345 678		Builder: ACME CONSTRUCTIONS PTY LTD, ACN: 87 956 123

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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.

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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.

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