

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

27 Bentley Terrace, Quarry Hill 3550

Vendor's name

Amy Jayne Holmes

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Their amounts are:

	Authority		Amount		Interest (if any)
(1)	City of Greater Bendigo	(1)	\$2,150.00	(1)	
(2)	Coliban Region Water Corporation – water service fee	(2)	62.60 cents per day plus consumption	(2)	
(3)	Coliban Region Water Corporation – sewerage service fee	(3)	188.12 cents per day	(3)	

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

	To	
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Other particulars (including dates and times of payments):

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.

(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.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☒

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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:

Not Applicable.

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:

Nil.

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:

Nil.

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):

Not Applicable.

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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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 1000m²; (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.)

- ☒ Vacant Residential Land or Land with a Residence
- ☐ Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

PROPERTY REPORT

From www.planning.vic.gov.au at 12 January 2022 11:43 AM

PROPERTY DETAILS

Address: **27 BENTLEY TERRACE QUARRY HILL 3550**

Lot and Plan Number: **Lot 19 PS704372**

Standard Parcel Identifier (SPI): **19\PS704372**

Local Government Area (Council): **GREATER BENDIGO**

Council Property Number: **236444**

Directory Reference: **Vicroads 607 R11**

www.bendigo.vic.gov.au

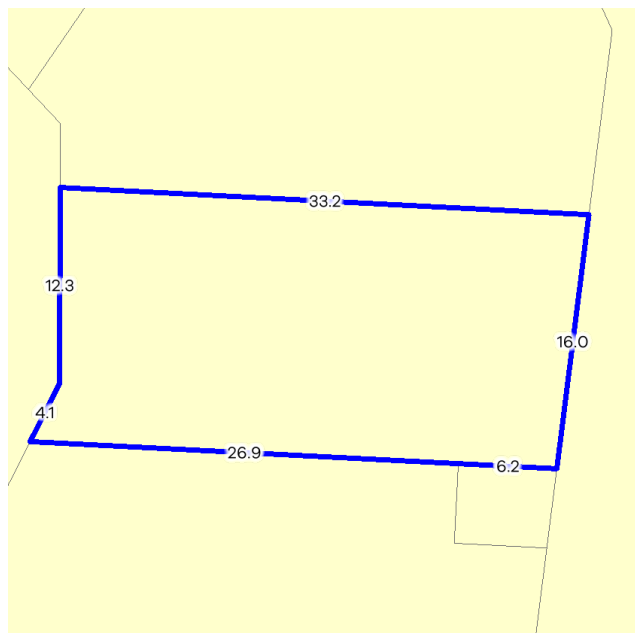
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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>

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 519 sq. m

Perimeter: 99 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **Coliban Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **BENDIGO EAST**

PLANNING INFORMATION

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

Planning Overlay: [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)
[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 \(BMO1\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 \(ESO2\)](#)
[VEGETATION PROTECTION OVERLAY \(VPO\)](#)
[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

PROPERTY REPORT

Planning scheme data last updated on 23 December 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 January 2022 11:43 AM

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Directory Reference: **Vicroads 607 R11**

www.bendigo.vic.gov.au

[Planning Scheme - Greater Bendigo](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **Coliban Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENDIGO EAST**

OTHER

Registered Aboriginal Party: **Dja Dja Wurrung Clans Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

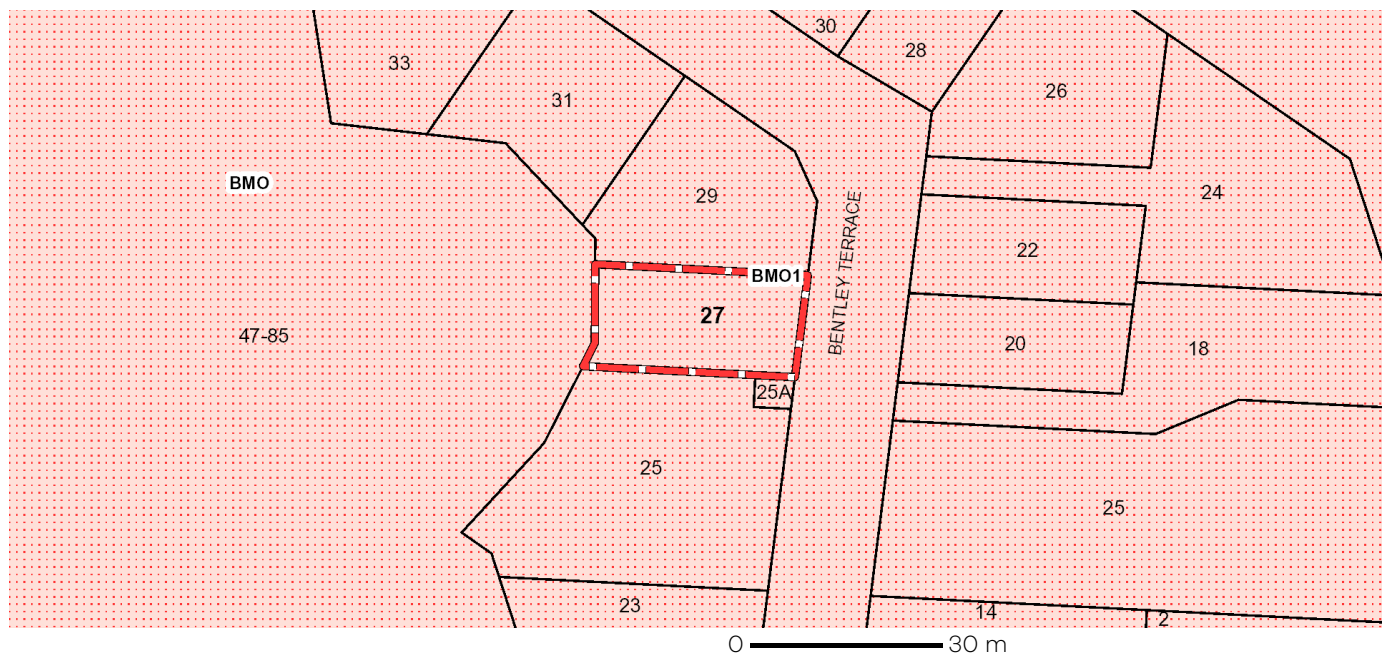


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)



 **BMO - Bushfire Management**

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)



 **ESO - Environmental Significance**

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

Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



VPO - Vegetation Protection

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

Further Planning Information

Planning scheme data last updated on 23 December 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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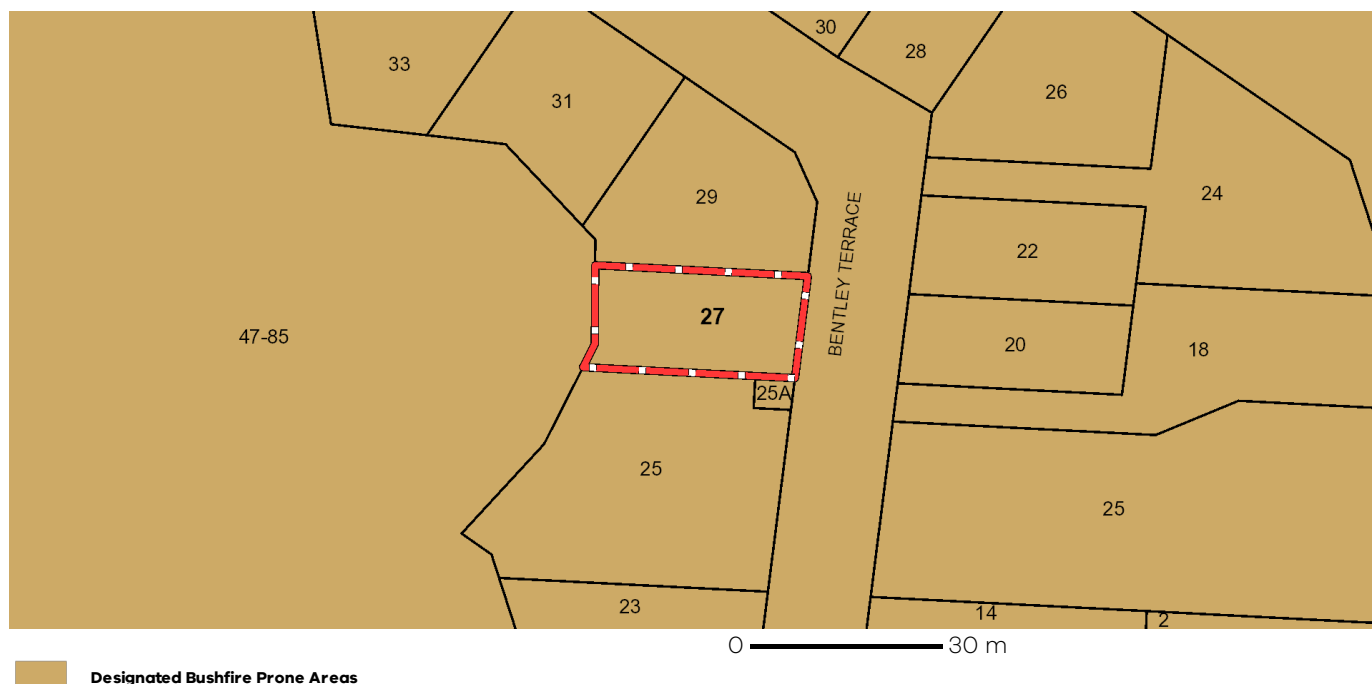
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <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>

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au)



HISTORIC MINING ACTIVITY

Form No. 692

12 January, 2022

Property Information:

Address: 27 BENTLEY TERRACE QUARRY HILL 3550

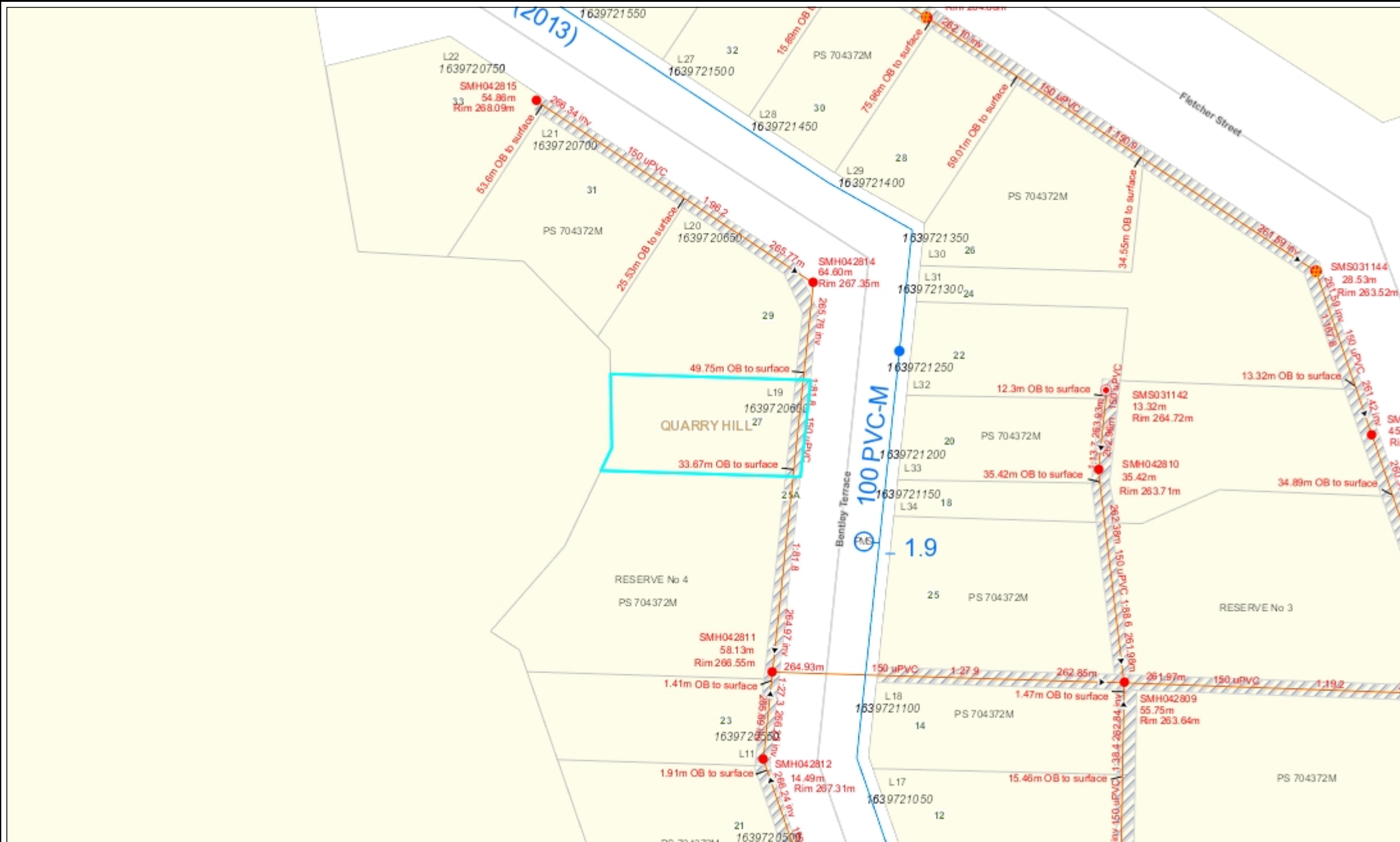
It is advised that:

Our records do not indicate the existence of any mining activity on this site, but the site may be over or close to known mining activity. Note that there may be unrecorded mine openings connecting with such activity. (2)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Jobs, Precincts and Regions
E-mail: gsv_info@ecodev.vic.gov.au



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Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Coliban Region Water Corporation

27 BENTLEY TERRACE QUARRY
HILL 3550



Scale: 1: 800 (A4)



Date: 12/01/2022

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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 11422 FOLIO 441

Security no : 124094806663H
Produced 12/01/2022 11:37 AM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 704372M.
PARENT TITLE Volume 06972 Folio 257
Created by instrument PS704372M 22/05/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AMY JAYNE HOLMES of 27 BENTLEY TERRACE QUARRY HILL VIC 3550
AR040742J 21/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU115778U 08/03/2021
AFSH NOMINEES PTY LTD

COVENANT PS704372M 22/05/2013

COVENANT AK520141X 13/08/2013

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
AK076120E 12/12/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AK259063V 27/03/2013

DIAGRAM LOCATION

SEE PS704372M 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: 27 BENTLEY TERRACE QUARRY HILL VIC 3550

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL

Effective from 08/03/2021

DOCUMENT END

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Signed by Council: Greater Bendigo City Council, Council Ref: SC/277/2005/3, Original Certification: 28/11/2012, Recertification: 18/03/2013, S.O.C.: 07/05/2013, Amendments accepted: 22/05/2013

PLAN OF SUBDIVISION		STAGE NO. 	LRS use only EDITION 1	Plan Number PS 704372M															
<p style="text-align: center;">Location of Land</p> <p>Parish: SANDHURST AT BENDIGO</p> <p>Township: -----</p> <p>Section: C</p> <p>Crown Allotment: 190, 190 A & 198</p> <p>Crown Portion: -----</p> <p>Title Reference: VOL.6972 FOL.257</p> <p>Last Plan Reference: TP 822571H</p> <p>Postal Address: FLETCHER STREET (at time of subdivision) QUARRY HILL 3550</p> <p>MGA Co-ordinates Datum: GDA94 E 256 930 (of approx. centre of land in plan) N 5 925 650 Zone: 55</p>		<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: CITY OF GREATER BENDIGO Ref:</p> <ol style="list-style-type: none"> This plan is certified under section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>Public Open Space</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has / has not been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage.....</p> <p>(iv) The requirement has been satisfied for.....</p> <p>Council delegate..... signature..... print name..... Council seal..... Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate..... signature..... print name..... Council Seal..... Date / /</p>																	
Vesting of Roads and/or Reserves		Notations																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Identifier</th> <th style="width: 70%;">Council/Body/Person</th> </tr> </thead> <tbody> <tr><td>ROAD R1</td><td>CITY OF GREATER BENDIGO</td></tr> <tr><td>ROAD R2</td><td>CITY OF GREATER BENDIGO</td></tr> <tr><td>RESERVE No.1</td><td>CITY OF GREATER BENDIGO</td></tr> <tr><td>RESERVE No.2</td><td>POWERCOR AUSTRALIA LTD</td></tr> <tr><td>RESERVE No.3</td><td>CITY OF GREATER BENDIGO</td></tr> <tr><td>RESERVE No.4</td><td>CITY OF GREATER BENDIGO</td></tr> <tr><td>RESERVE No.5</td><td>CITY OF GREATER BENDIGO</td></tr> </tbody> </table>	Identifier	Council/Body/Person	ROAD R1	CITY OF GREATER BENDIGO	ROAD R2	CITY OF GREATER BENDIGO	RESERVE No.1	CITY OF GREATER BENDIGO	RESERVE No.2	POWERCOR AUSTRALIA LTD	RESERVE No.3	CITY OF GREATER BENDIGO	RESERVE No.4	CITY OF GREATER BENDIGO	RESERVE No.5	CITY OF GREATER BENDIGO	<p>Staging This plan is not a staged subdivision Planning Permit No. AM/277/2005/B</p> <p>Depth Limitation 15.24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THE PLAN</p> <p>THIS IS A SPEAR PLAN</p> <p><u>OTHER PURPOSE OF THIS PLAN</u></p> <p>THE WATER SUPPLY EASEMENT CREATED IN CROWN GRANT VOL.2817 FOL.319 AND SHOWN AS E-1 ON TP 822571H IS REMOVED UPON REGISTRATION OF THIS PLAN BY DIRECTION IN PLANNING PERMIT AM/277/2005/B ISSUED BY THE CITY OF GREATER BENDIGO</p> <p>UPON REGISTRATION OF THIS PLAN RESTRICTIONS ARE TO BE CREATED SEE SHEET SIX</p> <p>Survey This plan is based on survey</p> <p>This survey has been connected to permanent mark(s) 737, 994, 995, 1510, 1511, 1512 AND 1992</p> <p>In Proclaimed Survey Area No.34 (SANDHURST)</p>		
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RESERVE No.5	CITY OF GREATER BENDIGO																		
Easement Information				LRS use only															
<p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)</p>				<p>Statement of Compliance/ Exemption Statement</p>															
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of															
E-1, E-4 E-5 & E-7	TRANSMISSION OF ELECTRICITY	SEE DIAG	INSTRUMENT A511336	STATE ELECTRICITY COMMISSION OF VICTORIA															
E-2, E-3, E-4, E-5, E-6, E-8 & E-10	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN - SECTION 136 WATER ACT 1989	COLIBAN REGION WATER CORPORATION															
E-3, E-5 & E-8	DRAINAGE	SEE DIAG	THIS PLAN	CITY OF GREATER BENDIGO															
E-6, E-7 & E-8	TELECOMMUNICATIONS AND DATA TRANSMISSION	SEE DIAG	THIS PLAN	ALL THE LOTS IN PS704372M															
E-9 & E-10	POWERLINE	2	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD															
<div style="display: inline-block; vertical-align: middle;"> <p>LICENSED SURVEYOR (PRINT) PAUL THOMAS TOMKINSON</p> <p>SIGNATURE <u>DIGITALLY SIGNED</u> DATE</p> <p>REF 1054201 LTO Amend VERSION 08</p> <p>PLOTTED 26-02-2013 P.J.L.</p> </div>				<p>Received <input checked="" type="checkbox"/></p> <p>Date 09/05/13</p> <p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 2.17</p> <p>DATE 22/05/2013</p> <p style="text-align: right;">Ian R Mcleod</p> <p>Assistant Registrar of Titles</p> <p style="text-align: center;">Sheet 1 of 6 Sheets</p>															
<p>TomkinsonGroup PROJECT MANAGERS DEVELOPMENT PLANNERS LICENSED SURVEYORS CIVIL ENGINEERS</p> <p>FREECALL: 1800 810 170 TEL: (03) 5445 8700 FAX: (03) 5441 3648 PO BOX 421, BENDIGO 3552 57 MYERS STREET, BENDIGO 3550 WEB: www.tomkinson.com EMAIL: bendigo@tomkinson.com</p> <p>ISO 9001 FS520488</p>				<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>															

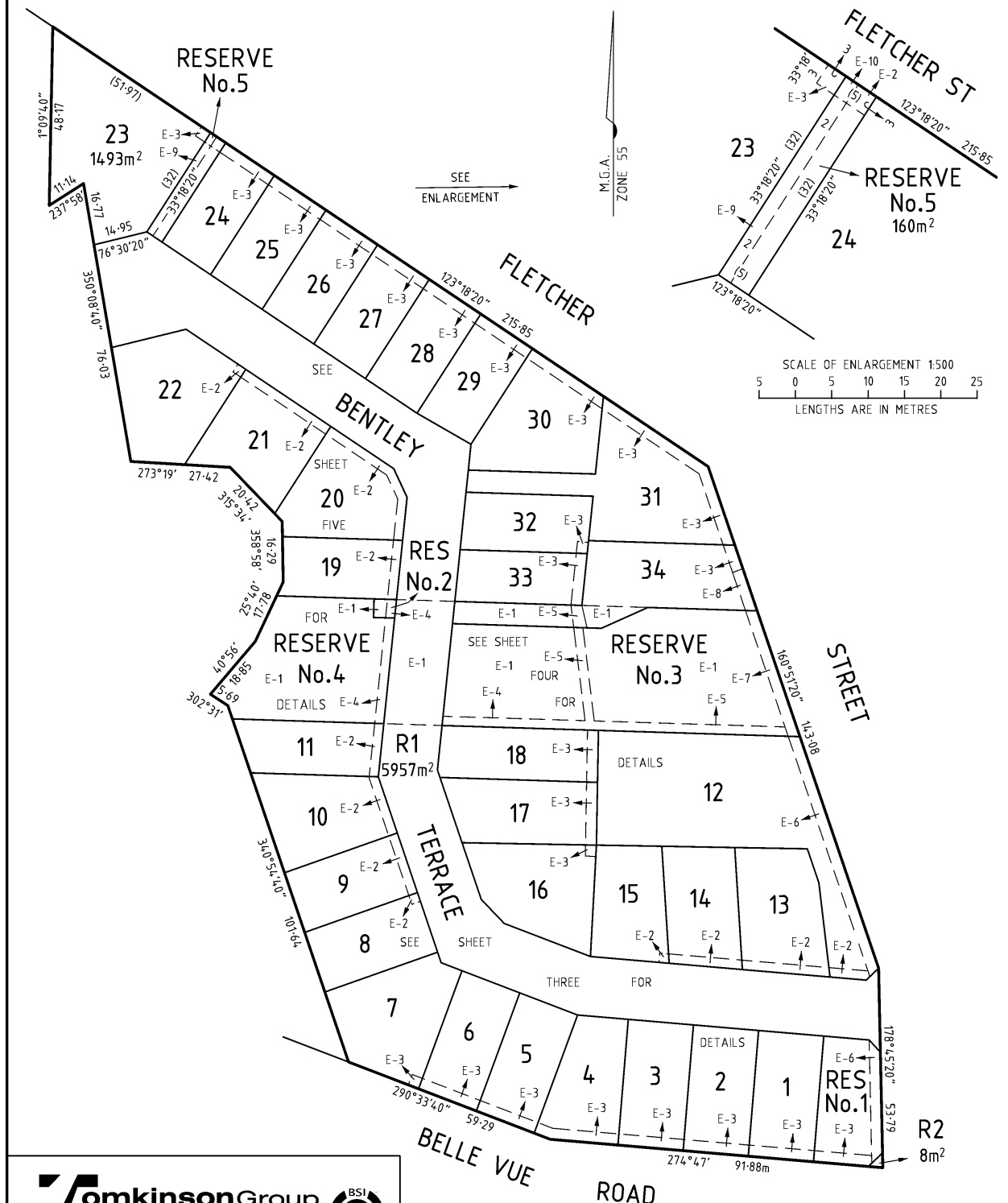
Signed by Council: Greater Bendigo City Council, Council Ref: SC/277/2005/3, Original Certification: 28/11/2012, Recertification: 18/03/2013, S.O.C.: 07/05/2013, Amendments accepted: 22/05/2013

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS704372M



Tomkinson Group
PROJECT MANAGERS DEVELOPMENT PLANNERS
LICENSED SURVEYORS CIVIL ENGINEERS

FREECALL: 1800 810 170 TEL: (03) 5445 8700 FAX: (03) 5441 3648
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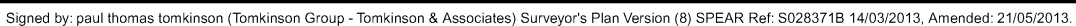
ISO 9001
FS520488

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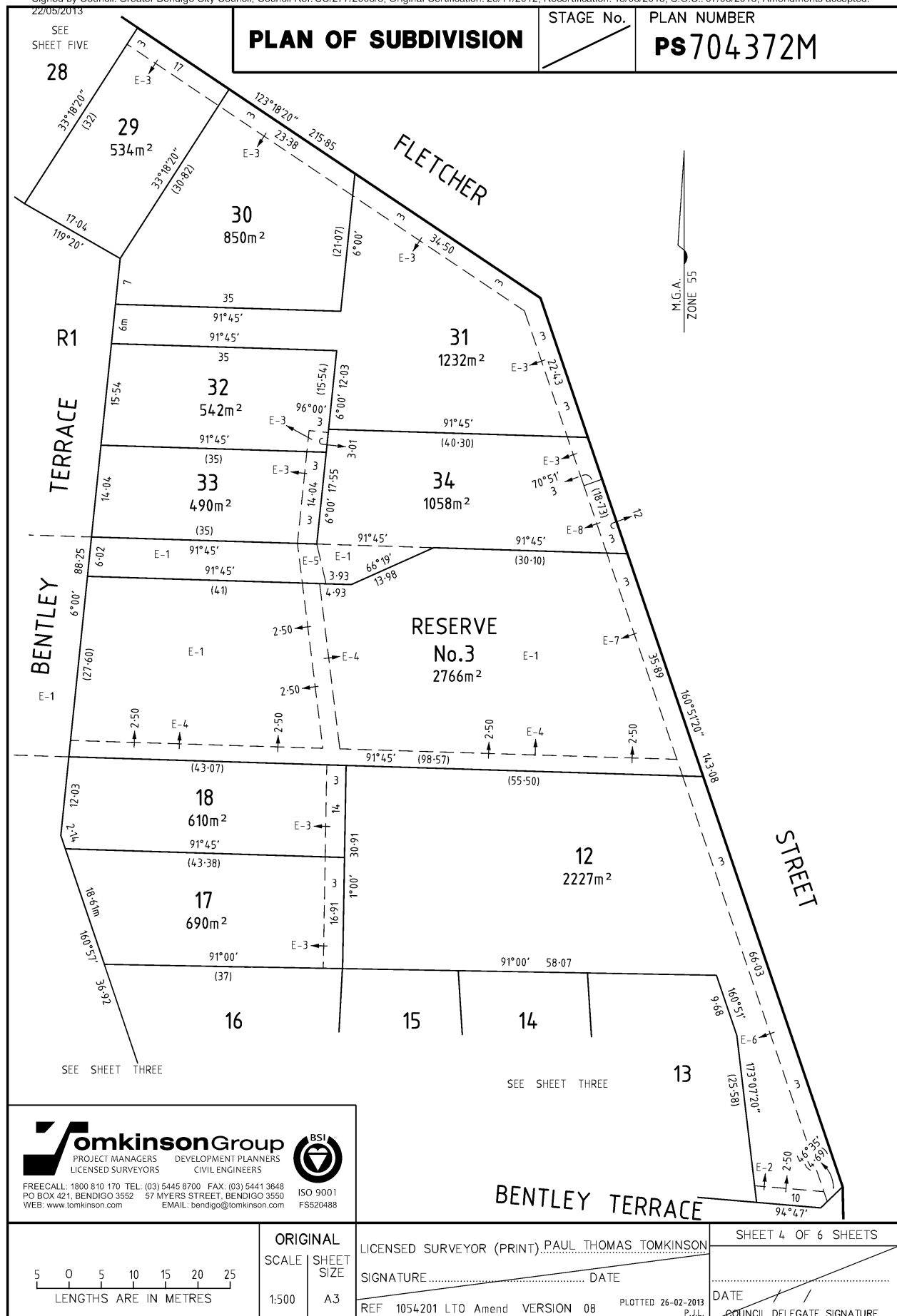
LICENSED SURVEYOR (PRINT) PAUL THOMAS TOMKINSON
SIGNATURE..... DATE.....
REF 1054201 LTO Amend VERSION 08 PLOTTED 26-02-2013
P.J.L.

SHEET 2 OF 6 SHEETS

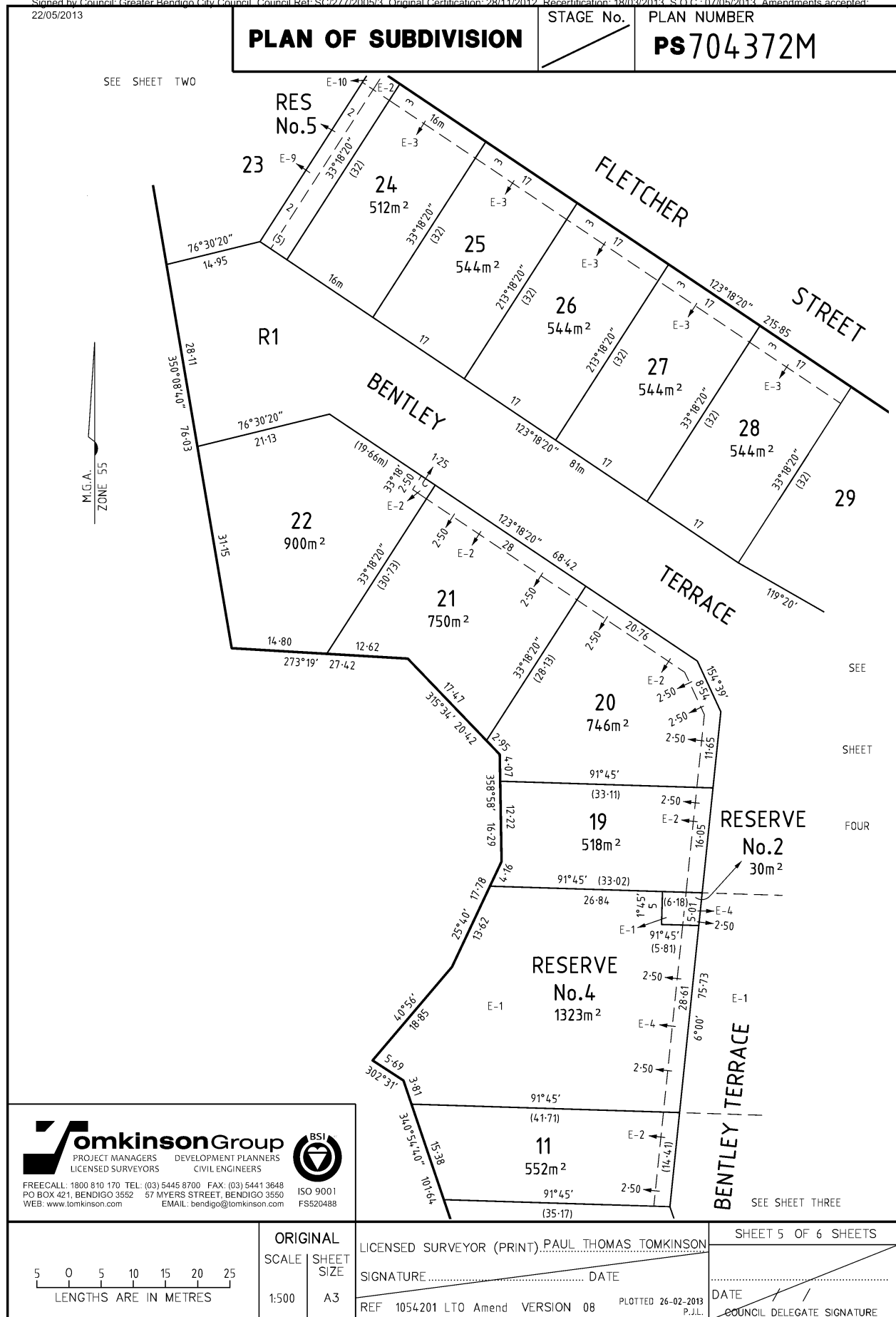
DATE / /
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Signed by Council: Greater Bendigo City Council, Council Ref: SC/277/2005/3, Original Certification: 28/11/2012, Recertification: 18/03/2013, S.O.C.: 07/05/2013, Amendments accepted:



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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS704372M

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED:

1. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

ALL THE LOTS ON THIS PLAN

DESCRIPTION OF RESTRICTION

NO OWNER OF LOTS 1 TO 34 (BOTH INCLUSIVE) CAN KEEP, HOUSE OR MAINTAIN A CAT, OR CAUSE OR ALLOW A CAT TO BE KEPT, HOUSED OR MAINTAINED ON THE LOT



TomkinsonGroup
PROJECT MANAGERS DEVELOPMENT PLANNERS
LICENSED SURVEYORS CIVIL ENGINEERS



BSI
ISO 9001
FS520488

FREECALL: 1800 810 170 TEL: (03) 5445 8700 FAX: (03) 5441 3648
PO BOX 421, BENDIGO 3552 57 MYERS STREET, BENDIGO 3550
WEB: www.tomkinson.com EMAIL: bendigo@tomkinson.com

ORIGINAL
SCALE SHEET
N/A SIZE
A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PAUL THOMAS TOMKINSON

SIGNATURE..... DATE

REF 1054201 LTO Amend VERSION 08 PLOTTED 26-02-2013 P.J.L.

SHEET 6 OF 6 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE



Plan of Subdivision PS704372M
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S028371B
Plan Number: PS704372M
Responsible Authority Name: Greater Bendigo City Council
Responsible Authority Reference Number 1: SC/277/2005/3
Surveyor's Plan Version: 8

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 28/11/2012

Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Stephen Wainwright
Organisation: Greater Bendigo City Council
Date: 18/03/2013

AK520141X

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

Lodged by

Name: **ANZ Retail**

Phone: **15314 Q**

Address:

Reference:

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume 11422 Folio 441

Estate and Interest: (e.g. "all my estate in fee simple")

all my estate in fee simple

Consideration:

\$160,000.00

Transferor: (full name)

Fletcher Street Developments Pty Ltd

Transferee: (full name and address including postcode)

Casey Paul Thomas of 36 William Road, The Patch 3792

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant

AND the transferee does hereby covenant for himself his executors administrators and assigns and as a separate covenant with the transferor and its transferees successors and assigns and the registered proprietor or proprietors for the time being of the land comprised in the plan of subdivision except the lot or lots hereby transferred that without the prior written consent of the transferor he:-

(a) shall not erect on the land hereby transferred or cause to be erected or allow to remain erected on the land hereby transferred:

- (i) any more than one private dwelling house (which expression shall include a house, apartment, unit or flat);
- (ii) any dwelling house, garage, shed, outbuilding or fence using other than new materials;

30800812A

Duty Use Only

T2

Page 1 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AK520141X

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Dated: 03/07/2013

Parties: Fletcher Street Developments Pty Ltd as Transferor and Casey Paul Thomas as Transferee

Signatures of the Parties



(iii) any dwelling house which has a floor area of less than 120 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;

(iv) any building or other structure which is constructed wholly or partly of galvanised iron cladding or aluminium cladding;

(v) any dwelling house, garage, shed or outbuilding the external walls of which are constructed of mud brick.

(vi) any dwelling house of which more than 20 per cent of the external walls or external wall surfaces are constructed of Colorbond material;

(vii) any detached garage, shed or outbuilding having an area in excess of 80 square metres or a height exceeding 4 metres;

(viii) any front fence (as defined below) unless such fence:

(a) is:

(A) in relation to any fence constructed parallel with the street not constructed of galvanised iron cladding, aluminium cladding or Colorbond material; and

(B) in relation to any fence constructed perpendicular to the street constructed of steel Colorbond material in the colour "Grey Ridge" or, if that material if no longer manufactured, then in an equivalent material; and

(b) does not exceed:

(A) in relation to any fence constructed parallel with the street 1.2 metres in height from the natural ground level; and

(B) in relation to any fence constructed perpendicular to the street 1.2 metres in height from the natural ground level within 3 metres of the title boundary abutting the street tapering to 1.8 metres in height from the natural ground level within 4.5 metres of the title boundary abutting the street;

(ix) any fence, other than a front fence, unless such fence:

(a) is constructed of steel Colorbond material in the colour "Grey Ridge" or, if that material if no longer manufactured, then in an equivalent material;

(b) does not exceed 1.8 metres in height from the natural ground level; and

(c) in the case of any fence along the title boundary of Lots 1 to 7 abutting Belle Vue Road then the top most 300 millimetres of that fence is constructed of steel lattice in the same colour.

(x) any more than one dwelling house such expression to include any flat, unit or apartment; or

(b) shall not subdivide the land hereby transferred.

(c) shall not use the land for any trade, industry or commerce.

(d) shall not on the land hereby transferred keep, house or maintain a cat or cause or allow a cat to be kept, housed or maintained.

AND the expression "front fence" shall be defined as:

(a) if no dwelling house has been erected on the land and the land has frontage to a single street then any fence erected within 5 metres of the title boundary abutting the street;

(b) if a dwelling house has been erected on the land and the land has frontage to a single street then any fence erected forward of the front façade of the dwelling house;

(c) if no dwelling house has been erected on the land and the land has frontage to more than one street ("corner lot") then any fence erected within 5 metres of one of the title boundaries (excluding a splay corner) abutting a street;

(d) if a dwelling house has been erected on the land and the land is a corner lot then any fence erected forward of the front façade of the dwelling house;

30800812A

T2

Page 2 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AK520141X

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Dated:

Parties: Fletcher Street Developments Pty Ltd as Transferor and Casey Paul Thomas as Transferee

Signatures of the Parties

And it is intended that the foregoing covenants shall be set out as encumbrances on the certificate of title issued or to issue for the land hereby transferred and shall run with that land from the date of this transfer of land."

Dated: 03/07/2013

Execution and attestation:

Executed by the Transferee CASEY PAUL THOMAS)
in the presence of:)

S. Paul - Thomas
witness

Executed for Fletcher Street Developments Pty Ltd)
by being signed by the person(s) authorised to)
sign for the company)

2
~~SOLE DIRECTOR & SOLE~~
~~COMPANY SECRETARY~~
Director & Secretary

Full Name: Timothy John Robertson
Address: 386 Hargreaves Street, Bendigo 3550

30800812A

T2

Page 3 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AK076120E



FORM 18 Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Robertson Hyetts

Phone: (03) 5434 6666

Address: 386 Hargreaves Street, Bendigo 3550

Ref: Planning Permit AM/277/2005/A. 197729-1

Customer Code: 1004^K

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: Crown Allotments 190, 190A & 198 Section C at Bendigo
Volume 6972 Folio 257

Authority: *Greater Bendigo City Council*
Lyttleton Terrace, Bendigo, Victoria, 3550

Postal Address: *PO Box 733, Bendigo 3552*

Section and Act under which agreement made:

S 173 of Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:



Name of Officer: *Craig Nieman*

Date: *6 December 2012*

AK076120E

12/12/2012 \$110.30 173



Dated

2012

Planning agreement

City Edge

Corner Belle Vue Road and Fletcher Street, Quarry Hill 3550

Parties

City of Greater Bendigo

Fletcher Street Developments Pty Ltd
ACN 156 590 608

AK076120E

12/12/2012 \$110.30 173



Contents

1 Definitions and interpretation..... 1

2 Interpretation..... 2

3 Planning permit 3

4 Further obligations of the Owner 3

5 Further assurance..... 3

6 Agreement under section 173 of the Act 3

7 Owner's warranties 3

8 Planning objectives 3

9 Goods and services tax 4

10 General matters 4

11 Commencement of Agreement..... 5

12 Amendment..... 5

13 Counterparts 6

14 Ending of Agreement..... 6

Agreement dated

6 December

2012

Parties **Greater Bendigo City Council**
of Lyttleton Terrace, Bendigo Vic 3550
(the **Responsible Authority**)

Fletcher Street Developments Pty Ltd, ACN 156 590 608
121 View Street, Bendigo Vic 3550
(the **Owner**)

AK076120E



Recitals

- A** The Responsible Authority is responsible for the administration and enforcement of the Greater Bendigo Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B** The Owner is the registered proprietor of an estate in fee simple in the Land.
- C** The Land is subject to a registered mortgage in favour of Bendigo and Adelaide Bank Limited (number AJ791627M) (the **Mortgagee**). The Mortgagee has consented to the Owner entering into this Agreement.
- D** The Land is subject to Residential 1 Zone Schedule 1 (**R1Z**) under the Planning Scheme.
- E** On 5 August, 2012, the Responsible Authority issued planning permit AM/277/2005/A for the subdivision of the Land and removal of native vegetation (**Permit**).
- F** Condition 9 of the Permit requires that, prior to the certification of a plan of subdivision, or at such other time which is agreed, the Owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provides for:
- (a) All dwellings on lots adjacent to the Quarry Hill Golf Course must use laminated glass on all north and west facing windows.
 - (b) All lot owners acknowledge the risk of golf ball strike to all lots within the subdivision and exclude the Quarry Hill Golf Club and the Responsible Authority from any future action or claim arising from or associated with golf ball strike.
 - (c) The owners of any lot abutting the Quarry Hill Golf Course must maintain the 2.4m high fencing constructed on the lot and must not install any gates within the fence.
- G** The parties enter into this Agreement to facilitate the requirements referred to in the Recitals.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the *Planning and Environment Act 1987*;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

- (3) **Certification** means certification by the Responsible Authority under the *Subdivision Act 1988*.
- (4) **Land** means the land described in certificate of title volume 6972 folio 257 and located at corner Belle Vue Road and Fletcher Street, Quarry Hill, Victoria 3550.
- (5) **Mortgagee** means the person described in Recital C.
- (6) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (7) **Planning Scheme** means the Greater Bendigo Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (8) **Responsible Authority** means Greater Bendigo City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (9) **Statement of Compliance** means a statement of compliance issued by the Responsible Authority under the *Subdivision Act 1988*.

2 Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (9) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.



AK076120E



3 Planning Permit

- 3.1 On 5 August, 2012, the Responsible Authority issued planning permit AM/277/2005/A for the staged subdivision of the Land (**Permit**).
- 3.2 Condition 9 of the Permit requires that, prior to the certification of a plan of subdivision, or at such other time which is agreed, the Owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provides for:
- (a) All dwellings on lots adjacent to the Quarry Hill Golf Course must use laminated glass on all north and west facing windows.
 - (b) All lot owners acknowledge the risk of golf ball strike to all lots within the subdivision and exclude the Quarry Hill Golf Club and the Responsible Authority from any future action or claim arising from or associated with golf ball strike.
 - (c) The owners of any lot abutting the Quarry Hill Golf Course must maintain the 2.4m high fencing constructed on the lot and must not install any gates within the fence.

4 Further obligations of the Owner

The Owner further agrees that:

4.1 Notice

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

4.2 Responsible Authority's costs to be paid

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution, registration and (if later sought) cancellation of this Agreement.

5 Further assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

6 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

7 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

8 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

AK076120E



9 Goods and services tax

9.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

9.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

9.3 Costs

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

9.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

10 General matters

10.1 Service of notice

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:

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (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 pre paid post.

10.2 Time of service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

AK076120E



10.3 No waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

10.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

10.5 Severability

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 but the other provisions of this Agreement shall remain operative.

10.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 10.6(2) and 10.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

10.7 No fettering of Responsible Authority's powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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 applicable to the Land or relating to any use or development of the Land.

11 Commencement of Agreement

The obligations of the Owner under this Agreement shall commence and bind the Owner from the date of this Agreement.

12 Amendment

- 12.1 If the Act requires the approval of the Minister for the amendment of an agreement made under section 173 of the Act, the parties may, subject to the approval of the Minister, amend this Agreement by written agreement.
- 12.2 If the Act does not require the approval of the Minister for the amendment of an agreement made under section 173 of the Act, the parties may amend this Agreement by written agreement.

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12/12/2012 \$110.30 173



13 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

14 Ending of Agreement

- 14.1 Upon the issue of a Statement of Compliance for the subdivision of a Stage, this Agreement will end with respect to the part of the Land comprising the Stage.
- 14.2 This Agreement will end once the Owner has completed, to the satisfaction of the Responsible Authority all of the obligations imposed upon it under or otherwise by agreement between the parties in accordance with Section 177(2) of the Act.
- 14.3 Once this Agreement ends with respect to part or all of the Land, the Responsible Authority will, within 28 days of the agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

Executed by the parties as a deed.

The common seal of Greater Bendigo City Council was affixed hereto in the presence of:



Chief Executive Officer

Councillor




AK076120E

12/12/2012 \$110.30 173



Executed by Fletcher Street
Developments Pty Ltd (ACN 156 590
608) by being signed by the person
who is authorised to sign for the
company


Sole Director and Sole Company
Secretary

Timothy John Robertson

Name Sole Director and Sole
Company Secretary

386 Hargreaves Street, Bendigo 3550
Address

AK259063V

FORM 18 Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Robertson Hyetts

Phone: (03) 5434 6666

Address: 386 Hargreaves Street, Bendigo 3550

Ref: Planning Permit AM/277/2005/B. 197729-1

Customer Code: 1004K

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: Crown Allotments 190, 190A & 198 Section C at Bendigo
Volume 6972 Folio 257

Authority: *Greater Bendigo City Council*
Lyttleton Terrace, Bendigo, Victoria, 3550

Section and Act under which agreement made:

S 173 of Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: 

Name of Officer: *Craig Nieman*

Date: *20 March 2013*

AK259063V

Dated

20 March

2013

Planning agreement

City Edge

Corner Belle Vue Road and Fletcher Street, Quarry Hill 3550

Parties

City of Greater Bendigo

Fletcher Street Developments Pty Ltd
ACN 156 590 608

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Agreement dated

20 march

2013

Parties **Greater Bendigo City Council**
of Lyttleton Terrace, Bendigo Vic 3550
(the **Responsible Authority**)

Fletcher Street Developments Pty Ltd, ACN 156 590 608
121 View Street, Bendigo Vic 3550
(the **Owner**)

Recitals

- A** The Responsible Authority is responsible for the administration and enforcement of the Greater Bendigo Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B** The Owner is the registered proprietor of an estate in fee simple in the Land.
- C** The Land is subject to a registered mortgage in favour of Bendigo and Adelaide Bank Limited (number AJ791627M) (the **Mortgagee**). The Mortgagee has consented to the Owner entering into this Agreement.
- D** The Land is subject to Residential 1 Zone Schedule 1 (**R1Z**) under the Planning Scheme.
- E** On 5 August 2012, the Responsible Authority issued planning permit AM/277/2005/A for the subdivision of the Land and removal of native vegetation.
- F** Condition 9 of permit AM/277/2005/A required that, prior to the certification of a plan of subdivision, or at such other time which is agreed, the Owner enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provided:
- (a) All dwellings on lots adjacent to the Quarry Hill Golf Course must use laminated glass on all north and west facing windows.
 - (b) All lot owners acknowledge the risk of golf ball strike to all lots within the subdivision and exclude the Quarry Hill Golf Club and the Responsible Authority from any future action or claim arising from or associated with golf ball strike.
 - (c) The owners of any lot abutting the Quarry Hill Golf Course must maintain the 2.4m high fencing constructed on the lot and must not install any gates within the fence.
- G** The Owner and the Responsible Authority entered into an agreement under Section 173 of the Planning and Environment Act 1987 which to facilitate the requirements of condition 9 of permit AM/277/2005/A was registered on 12 December 2012.
- H** On 27 February 2013, the Responsible Authority amended planning permit AM/277/2005/A and the permit was reissued as planning permit AM/277/2005/B (**Permit**).
- I** Condition 9 of the Permit includes part (d) as follows:
- (d) The owner of any lot must not use the Belle Vue Road or Fletcher Street boundary of any lot for the purpose of vehicular access.
- J** The parties enter into this Agreement to facilitate the requirements referred to in Recital I.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the *Planning and Environment Act 1987*;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Certification** means certification by the Responsible Authority under the *Subdivision Act 1988*.
- (4) **Land** means the land described in certificate of title volume 6972 folio 257 and located at corner Belle Vue Road and Fletcher Street, Quarry Hill, Victoria 3550.
- (5) **Mortgagee** means the person described in Recital C.
- (6) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (7) **Planning Scheme** means the Greater Bendigo Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (8) **Responsible Authority** means Greater Bendigo City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (9) **Statement of Compliance** means a statement of compliance issued by the Responsible Authority under the *Subdivision Act 1988*.

2 Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.

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- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (9) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3 Planning Permit

- 3.1 On 27 February 2013, the Responsible Authority amended planning permit AM/277/2005/A and the permit was reissued as planning permit AM/277/2005/B (**Permit**).
- 3.2 Condition 9 of the Permit requires that, prior to the certification of a plan of subdivision, or at such other time which is agreed, the Owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provides that:
 - (d) The owner of any lot must not use the Belle Vue Road or Fletcher Street boundary of any lot for the purpose of vehicular access.

4 Further obligations of the Owner

The Owner further agrees that:

4.1 Notice

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

4.2 Responsible Authority's costs to be paid

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution, registration and (if later sought) cancellation of this Agreement.

5 Further assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

6 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

7 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

8 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

9 Goods and services tax

9.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

9.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

9.3 Costs

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

9.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

10 General matters

10.1 Service of notice

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:

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (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 pre paid post.

10.2 Time of service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;

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- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

10.3 No waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

10.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

10.5 Severability

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 but the other provisions of this Agreement shall remain operative.

10.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
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- 14.3 Once this Agreement ends with respect to part or all of the Land, the Responsible Authority will, within 28 days of the agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

Executed by the parties as a deed.

The common seal of Greater Bendigo City Council was affixed hereto in the presence of:




Chief Executive Officer

Councillor

AK259063V

Executed by Fletcher Street
Developments Pty Ltd (ACN 156 590
608) by being signed by the person
who is authorised to sign for the
company

Sole Director and Sole Company
Secretary

Name Sole Director and Sole
Company Secretary

Address

TIMOTHY JOHN ROBERTSON.

386 Hargreaves Street Bendigo.