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## Land Contract of Sale

##Please confirm the name of the Development

Property: 690 Somerton Road, Greenvale VIC 3059

Lot:

**Solovey (Greenvale) Pty Ltd**  
**ACN 637 795 950**

# CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

**Property Address:** 690 Somerton Road, Greenvale, Victoria 3059

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

The terms of this contract are contained in the -

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

in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

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

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

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

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

### EXCEPTIONS

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

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

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

### Off-the-plan sales

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

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

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

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

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

## SIGNED BY THE PURCHASER

| purchaser name    | print name of person signing | state nature of authority if applicable | signature | date |
|-------------------|------------------------------|---|-----------|------|
| «Purchaser1.Name» |                              |   |           |      |
| «Purchaser2.Name» |                              |   |           |      |
| «Purchaser3.Name» |                              |   |           |      |
| «Purchaser4.Name» |                              |   |           |      |

## SIGNED BY THE VENDOR

print name of person signing

state nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

..... on

Pursuant to a power of attorney dated ##

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

# Particulars of Sale

## VENDOR'S ESTATE AGENT

|           |   |      |  |        |                         |
|-----------|---|------|--|--------|-------------------------|
| Name:     | Engage Project Marketing                  |      |  |        |                         |
| Address:  | Level 6, 40 City Road, Southbank VIC 3006 |      |  |        |                         |
| Telephone |   | Fax: |  | Email: | galance@engagepm.com.au |

## VENDOR

Name: Solovey (Greenvale) Pty Ltd ACN 637 795 950  
Address: Level 9ABC, 443-449 Toorak Road, Toorak, Victoria 3142

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Maddocks (Ref. DMH:##:9106285)  
Address: Collins Square, Tower Two, Level 25, DX: 259 Melbourne  
727 Collins Street, Melbourne, Victoria 3008  
Telephone: 03 9258 3555 Fax: 03 9258 3666 Email: **##TBC**

## PURCHASER

|          |  |       |  |
|----------|--|-------|--|
| Name:    |  |       |  |
| Address: |  |       |  |
| Phone    |  | Email |  |
| Name:    |  |       |  |
| Address: |  |       |  |
| Phone    |  | Email |  |
| Name:    |  |       |  |
| Address: |  |       |  |
| Phone    |  | Email |  |
| Name:    |  |       |  |
| Address: |  |       |  |
| Phone    |  | Email |  |



## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

|           |  |      |  |        |  |
|-----------|--|------|--|--------|--|
| Name:     |  |      |  |        |  |
| Address:  |  |      |  |        |  |
| Telephone |  | Fax: |  | Email: |  |

## PROPERTY ADDRESS

The address of the land is: Lot  , 690 Somerton Road, Greenvale, Victoria 3059

## LAND (General Conditions 3 and 9)

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

Lot(s): on proposed plan of subdivision no. PS905397Y (**Plan**),

being part of the land described in the attached certificate of title volume 8654 folio 416 and includes all improvements and fixtures.

## GOODS SOLD WITH THE LAND (General Condition 2.3(f))

(List or attach schedule)

Nil.

## PAYMENT (General Condition 11)

|         |                      |  |
|---------|----------------------|--|
| Price   | <input type="text"/> | inclusive of GST   |
| Deposit | <input type="text"/> | by <input type="text"/> (of which \$ <input type="text"/> has been paid) |
| Balance | <input type="text"/> | payable at settlement  |

## GST (General Condition 13)

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

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

**##Maddocks note: please confirm no GST is payable on the acquisition and that you will apply the margin scheme]**

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

**SETTLEMENT (General Condition 10)**

Is due on the date which is 14 days after the Vendor gives notice in writing to the Purchaser of Registration of the Plan.

**LEASE (General Condition 1.1)**

At settlement the Purchaser is entitled to vacant possession of the Property unless the words '**subject to lease**' appear in this box, in which case refer to General Condition 1.1.

**Not applicable**

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

**TERMS CONTRACT (General Condition 23)**

If this Contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box and refer to General Condition 23 and add any further provisions by way of Special Conditions:

**Not applicable**

**LOAN (General Condition 14)**

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

Lender:

Loan Amount:

Approval date:

**SPECIAL CONDITIONS**

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

**special conditions**

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

**Particulars of Sale - Schedule 1**

**FIRB – PURCHASER’S STATUS DECLARATION (Special Condition 6)**

The Purchaser declares that it is a:

Non-Australian Resident

☐

Copy of Passport provided

Passport No.

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

Australian Resident

☐

If the Purchaser is an Australian Resident, please complete the following:

Copy of Passport or Driver’s Licence provided?

Drivers Licence No. or Passport No.

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

**ELECTRONIC EXCHANGE (Special Condition 59)**

Yes

☐

No

☐

**BANK GUARANTEE (Special Condition 5)**

Yes

☐

No

☐

**ENCUMBRANCES**

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

## **Particulars of Sale - Schedule 2**

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

1. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement;
2. any easements and restrictions created by the Plan or the *Subdivision Act 1988* (Vic);
3. the requirements of any Planning Permit affecting the Property;
4. the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan or the Planning Permit including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic);
5. Additional Restrictions; and
6. all other encumbrances disclosed or contemplated by this Contract.

# Contents

|   |           |
|---|-----------|
| <b>Contract of Sale of Real Estate – General Conditions .....</b> | <b>10</b> |
| <b>Special Conditions .....</b>                                   | <b>24</b> |
| <b>Part 1 Definitions and interpretation .....</b>                | <b>24</b> |
| 1. Definitions .....  | 24        |
| 2. Interpretation .....   | 28        |
| 3. Priority .....   | 29        |
| <b>Part 2 Deposit and FIRB .....</b>                              | <b>31</b> |
| 4. Deposit .....  | 31        |
| 5. Bank Guarantee .....   | 31        |
| 6. Non-Australian resident – FIRB warranty .....                  | 32        |
| <b>Part 3 The Property and Disclosures .....</b>                  | <b>34</b> |
| 7. Registration of Plan .....                                     | 34        |
| 8. Amendments to Plan .....                                       | 35        |
| 9. Vendor's right to terminate .....                              | 36        |
| 10. Staged Development .....                                      | 36        |
| 11. Property Controls .....                                       | 37        |
| 12. Encumbrances .....  | 37        |
| 13. Caveat or priority notice .....                               | 39        |
| 14. Utilities .....   | 40        |
| 15. Hazardous Materials .....                                     | 40        |
| 16. No warranties .....   | 41        |
| 17. Disclosure of surface level works .....                       | 41        |
| 18. Vendor's Statement .....                                      | 41        |
| 19. Head Contract .....   | 42        |
| <b>Part 4 Settlement and taxes .....</b>                          | <b>43</b> |
| 20. Pre-settlement Inspection .....                               | 43        |
| 21. Vendor financing .....  | 43        |
| 22. Restriction on re-sale prior to settlement .....              | 43        |
| 23. Restriction on re-sale after settlement .....                 | 44        |
| 24. Vendor to assign .....  | 45        |
| 25. Novation .....  | 45        |
| 26. Electronic Conveyancing .....                                 | 46        |
| 27. Delayed settlement .....                                      | 48        |
| 28. Insolvency Event deemed default .....                         | 48        |
| 29. Outgoings .....   | 49        |
| 30. Land tax .....  | 49        |
| 31. Stamp duty .....  | 50        |
| 32. Foreign resident capital gains withholding payments .....     | 52        |
| 33. Margin Scheme .....   | 52        |
| 34. GST Withholding Payments and Notifications .....              | 52        |
| 35. Certificate of title .....                                    | 54        |
| <b>Part 5 Construction .....</b>                                  | <b>55</b> |
| 36. Works .....   | 55        |
| 37. Protection of neighbourhood's interests .....                 | 56        |
| 38. Proper Landscaping .....                                      | 56        |
| 39. Fencing .....   | 56        |
| 40. Pegging .....   | 57        |
| 41. State of the Property .....                                   | 57        |



|                   |   |           |
|-------------------|---|-----------|
| 42.               | Maintenance of Land .....                   | 58        |
| 43.               | Option to purchase .....                    | 58        |
| 44.               | Display homes .....                         | 59        |
| 45.               | No owner builders .....                     | 59        |
| 46.               | Vendor may conduct activities .....         | 60        |
| 47.               | Additional construction .....               | 60        |
| 48.               | Completion of Development .....             | 61        |
| 49.               | Public Works .....                          | 62        |
| 50.               | Restrictions as to use .....                | 62        |
| 51.               | Fibre Optic Network .....                   | 63        |
| 52.               | Community Infrastructure Levy .....         | 63        |
| 53.               | Marketing materials .....                   | 64        |
| <b>Part 6</b>     | <b>General .....</b>                        | <b>65</b> |
| 54.               | Electronic exchange .....                   | 65        |
| 55.               | Execution of necessary documents .....      | 66        |
| 56.               | Capacity of Trustee .....                   | 66        |
| 57.               | Trust .....                                 | 67        |
| 58.               | Indemnity .....                             | 67        |
| 59.               | Non-merger .....                            | 67        |
| 60.               | Whole agreement .....                       | 67        |
| 61.               | Counterparts and electronic execution ..... | 68        |
| 62.               | Personal Information .....                  | 68        |
| 63.               | Commercial interests .....                  | 69        |
| 64.               | Capacity of Vendor signatories .....        | 69        |
| <b>Annexure A</b> | <b>Guarantee and Indemnity .....</b>        | <b>71</b> |
| <b>Annexure B</b> | <b>Plan of Surface Level Works .....</b>    | <b>75</b> |
| <b>Annexure C</b> | <b>Nomination Deed.....</b>                 | <b>76</b> |

## Contract of Sale of Real Estate – General Conditions

### Title

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1 Unless shown as amended in these general conditions and other than this general condition 2.1, the vendor warrants that all other general conditions are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980* prior to the revocation of the *Estate Agents (Contracts) Regulations 2008* on 11 August 2018. The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;

- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

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

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

### 3. Identity of the land

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

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

### 4. Services

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

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

### 5. Consents

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



## 6. Transfer

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

6.2 The vendor is not required to effect settlement until 10 days after the transfer of land is given to the vendor's legal practitioner if the purchaser fails to give the transfer of land in accordance with this general condition. The purchaser will be deemed to default in payment of the balance from the date settlement is due under the contract to the date settlement takes place if, pursuant to this general condition, the vendor effects settlement after the date settlement is due under the contract.

## 7. Release of security interest

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

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

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

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

7.5 The purchaser must not grant a security interest over any part of the property prior to the settlement date. The purchaser must indemnify and hold harmless the vendor against all claims, damages or loss incurred by the vendor as a consequence of the purchaser granting a security interest over any part of the property in breach of this condition.

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

~~7.7 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.~~

~~7.8 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.~~

~~7.9 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:~~

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

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

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

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

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

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

- (a) ~~the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or~~
- (b) ~~the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.~~

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

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

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

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

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

~~7.18 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.~~

~~7.19 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:~~

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

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

~~as though the purchaser was in default.~~

~~7.20 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.~~

~~7.21 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.~~

## ~~8. Builder warranty insurance~~

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

## 9. General law land

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

## Money

### 10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) ~~do all things~~ provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 3.00 p.m. ~~4.00 p.m.~~ unless the parties agree otherwise. A settlement which occurs after 3.00 p.m. will, unless the vendor agrees otherwise, be treated as having occurred at 9 a.m. on the following business day.

### 11. Payment

11.1 The purchaser must pay the deposit:

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

Unless the price includes GST, the reference to 'the price' in this general condition 11.2 refers to the price plus any GST payable on the price.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

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

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

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

## 13. GST

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

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'. The purchaser must pay an amount that it is required to pay under this general condition in full and without deduction, set-off, withholding or counterclaim.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest; and
  - (c) any term used in this general condition has the meaning given in the GST Act.
- 13.9 Despite any other provision of this contract, if either party is required to reimburse to the other any costs, expenses or other amounts that the other party has incurred in connection with this contract, the amount to be reimbursed must be reduced by any part of that amount which is recoverable by the other party by way of input tax credit, partial input tax credit or other like set-off.
- 13.10 The amount recoverable on account of GST under this general condition by the vendor will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the purchaser under this general condition.
- 14. Loan**
  - 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
  - 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
    - (a) immediately applied for the loan; and
    - (b) did everything reasonably required to obtain approval of the loan; and
    - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
    - (d) is not in default under any other condition of this contract when the notice is given.
  - 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 15. Adjustments

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

## Transactional

### 16. Time

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

### 17. Service

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.
- 17.4 Notwithstanding general conditions 17.1, 17.2 and 17.3, the purchaser, or its legal practitioner, conveyancer or agent, must not serve any document, notice or demand on the vendor, its legal practitioner, conveyancer or agent by email.

- 17.5 If the legal practitioner, conveyancer or agent acting for the purchaser, as noted in the contract, ceases to act for the purchaser, the purchaser must immediately notify the vendor's legal practitioner of the details of its new legal practitioner, conveyancer or agent. The notification under this general condition must be in writing and may be made by email.

## 18. Nominee

Any common law right to nominate a substitute or additional transferee is expressly excluded from this contract. The purchaser may nominate a substitute or additional transferee under this general condition, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Any nomination must be made at least 10 days before the settlement date. If the purchaser wishes to nominate it must deliver to the vendor's legal practitioner or conveyancer:

- (a) a nomination deed in the form attached to this Contract as Annexure C executed by the nominee and the purchaser;
- (b) if the nominee is a corporation to which general condition 20 applies, a Guarantee which complies with the requirements of general condition 20 but includes changes necessary by reason of the nomination;
- (c) a written acknowledgment from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations;
- (d) a written statement from the purchaser and the nominee whereby the purchaser and the nominee:
  - (i) warrant to the vendor that:
    - (A) the nominee is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property; or
    - (B) the nominee has prior to the date of the nomination deed obtained FIRB approval pursuant to the *Foreign Acquisitions and Takeovers Act 1975* (Cth) for the acquisition of the Property and a copy of such approval is provided with the statement; and
  - (ii) agree that if the warranty in general condition 18(d)(i) is breached, the purchaser and the nominee must indemnify the vendor against any penalties, fines, legal costs, claims, losses or damages which the vendor suffers as a direct or indirect result of a breach of that warranty; and
- (e) a cheque payable by the nominee to the vendor's legal practitioner or conveyancer for \$320 plus GST in respect of the legal costs payable by the nominee under the nomination deed.

## 19. Liability of signatory

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

## 20. Guarantee

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



If the purchaser is a company other than a public listed company or if the purchaser nominates a substitute purchaser which is a company other than a public listed company, the purchaser must procure the execution of the Guarantee by:

- (a) each of its directors; or
- (b) a listed company of which the purchaser is a subsidiary.

at the purchaser's expense and deliver it to the vendor together with the executed contract.

## 21. Notices

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

## ~~22. Inspection~~

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

## 23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 24. Loss or damage before settlement

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

## 25. Breach

- 25.1 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.
- 25.2 The purchaser acknowledges that without limitation the following items constitute 'a reasonably foreseeable loss':
  - (a) expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
  - (b) if the default results in settlement being delayed after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year;
  - (c) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST; and
  - (d) any commission or other expenses claimed by the vendor's agents or other representatives relating to sale of the property.

## Default

### 26. Interest

Interest at a rate of ~~2%~~ 6% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. Default notice

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

27.2 The default notice must:

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

### 28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

- (a) ~~an amount equal to the deposit up to~~ 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
- 28.6 Unless the price includes GST, the reference to 'the price' in this general condition 28 refers to the price plus any GST payable on the price.

# Special Conditions

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## Part 1 Definitions and interpretation

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### 1. Definitions

In this Contract, unless the context otherwise requires:

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

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

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

**Additional Special Conditions** means any additional special conditions entitled 'Additional Special Conditions' attached to or included within this Contract.

**Approval** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot.

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

**Balance** means the balance of the Price stated in the Payment panel in the Particulars of Sale.

**Bank** means:

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

on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.

**Bank Guarantee** means an unconditional and irrevocable guarantee or undertaking by a Bank, subject to the terms of this Contract and in favour of the Vendor's Solicitor with an

expiry date (if any) at least 60 days after the expiry of the Registration Period or such other date authorised by the Vendor in writing and in a form satisfactory to the Vendor and the Vendor's financier and includes any replacement bank guarantee that is accepted by the Vendor.

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

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

**Commissioner** has the meaning given to that term in the TA Act.

**Common Property** means the common property (if any) created by Registration of the Plan.

**Contract** means this contract of sale and includes the Particulars of Sale, General Conditions, Special Conditions and all enclosures, schedules and annexures.

**Council** means the relevant council governing the Property.

**Day of Sale** means the date by which both parties have signed this Contract.

**Deposit** means the amount that is set out as the deposit in the Particulars of Sale.

**Development** means the land in the Plan and any surrounding land developed, being developed or to be developed by the Vendor and known as **##TBC**.

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

**Fibre Optic Building Ready Specifications** means specifications governing the building requirements for connection of a Dwelling to a broadband fibre optic network as may be provided by the Vendor or a fibre optic network provider.

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

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

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

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

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

**Guarantor** means the guarantor(s) named in the Guarantee.

**Hazardous Materials** includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any Federal, State or local statute, law, ordinance, rule or regulation, regulating or imposing a liability or standards of conduct concerning any such substance or material.

**Head Contract** means the contract of sale dated 17 September 2021 in respect of the Parent Title, between the Head Vendor and Sasha Soloveychik into which the Vendor has been nominated as substitute purchaser.

**Head Vendor** means Sarkis Sassine and Georgette Sassine.

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

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

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

**Land** means the land described in the Particulars of Sale.

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

**Loss** means any damage, punitive damages, liability, Claim, obligation, duty, loss, charge, cost or expense (including legal expenses on a full indemnity basis and consultant's fees), interest, penalty, fine and tax, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

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

**Network Infrastructure** means the national broadband fibre optic network infrastructure or such other fibre optic network infrastructure that may be available to the Development.

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

**Outgoings** means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees (if any) or insurance premiums or other expenses levied in respect of the Property but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are all the responsibility of the Purchaser.

**Parent Title** means the land comprised in certificate of title volume 8654 folio 416.

**Particulars of Sale** means the particulars of sale in this Contract.

**Plan** means proposed Plan of Subdivision number PS905397Y, a copy of which is included in the Vendor's Statement and includes any amendments or alterations made to the Plan and any restriction noted on the Plan and on Registration by the Registrar, means the Plan in the form in which it is registered.

**Planning Permit** means planning permit no. P24342, a copy of which is attached to the Vendor's Statement and includes any variation, replacement or amendment thereto.

**Planning Scheme** means the planning scheme applicable to the Property.

**Precinct Structure Plan** means the precinct structure plan adopted by the responsible authority and affecting the Site and as at the Day of Sale known as the Greenvale Central Precinct Structure Plan.

**Price** means the price stated in the Payment panel in the Particulars of Sale.

**Proper Landscaping** means the landscaping of the front of the Property and nature strip with turf, garden beds trees and shrubs to a standard acceptable to the Vendor.

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

**Property Controls** means all existing and future planning, environmental, building, heritage and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme, the Planning Permit, Restrictions and any Approval.

**Public Works** means the public infrastructure and community facilities proposed for part of the Development which may or may not be constructed by the Vendor, including without limitation wetlands areas, neighbourhood activity centre(s), local town centre, schools, active open space such as footy ovals and sports fields, passive open space such as parks and noise attenuation barriers contemplated by the Precinct Structure Plan. **##TBC**

**Purchaser** means the purchaser specified in the Particulars of Sale.

**Purchaser Rights** means:

- (a) making requisitions or objections;
- (b) claiming compensation or damages;
- (c) withholding money;
- (d) calling on the Vendor to amend title or to bear any cost of doing so;
- (e) delaying settlement;
- (f) avoiding any of its obligations; and
- (g) making any other Claims,

under or in connection with this Contract, or rescinding, terminating or purporting to rescind or terminate this Contract.

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

**Registrar** means the Registrar of Titles of Victoria. **Registration Period** means the period commencing on the Day of Sale and expiring 36 months after the Day of Sale. **##TBC**



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

**Required Rating** means:

- (h) a financial strength rating of A1 or higher from Moody's; or
- (i) a financial strength rating of A+ or higher from S&P.

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

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

**Sale** or **sell** includes a sale, agreement to sell, the granting of an option and a transfer.

**Sale of Land Act** means the *Sale of Land Act 1962* (Vic).

**Settlement Date** means the date on which the balance of the Price must be paid.

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

**Special Conditions** means the special conditions included in this Contract.

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

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

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

**Vendor** means the vendor specified in the Particulars of Sale.

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

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

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

**Works** means all design, building, construction and landscaping work that the Purchaser intends to complete on the Property including because of a Law that applies to the Site.

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## 2. Interpretation

### 2.1 In this Contract:

#### 2.1.1 a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
  - (b) the singular includes the plural and vice versa;
  - (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
  - (d) any gender includes the other genders;
  - (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and
  - (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract;
- 2.1.2 including and singular expressions are not words of limitation;
- 2.1.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract;
- 2.1.4 if the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected; and
- 2.1.5 any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- 2.2 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- 2.3 If an act must be done on a specified day which is not a Business Day, the act must be done on the Business Day immediately after that specified day.
- 2.4 If the whole or any part of a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision (or part thereof) must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 2.5 If it is not possible to read down a provision (or part thereof) as required in Special Condition 2.4, that provision (or part thereof) is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.
- 2.6 This Contract is governed by the law applying in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 2.7 No rule of construction applies to the disadvantage of a party because that party was responsible for the drafting or preparation of this Contract or part of it.

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### **3. Priority**

- 3.1 The parties agree that if there is any inconsistency between the provisions of the General Conditions, these Special Conditions and the Additional Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the ranking in priority will be as follows:
  - 3.1.1 first the Additional Special Conditions;

- 3.1.2 second, these Special Conditions; and
- 3.1.3 third, the General Conditions.

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## Part 2                      Deposit and FIRB

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### 4.                      Deposit

- 4.1                      The Deposit must not exceed 10% of the Price. The Deposit must be paid to the Vendor's Solicitor named in this Contract to be held on trust for the Purchaser in the Vendor's Solicitor's trust account until the Registration of the Plan.
- 4.2                      If the due date for the payment of the Deposit is not completed in the Particulars of Sale then the parties agree that the Deposit is immediately due and payable on the Day of Sale.
- 4.3                      If the Deposit is paid by cash, the Vendor and the Purchaser authorise the Vendor's Solicitor to invest the Deposit and agree that any Interest must be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.
- 4.4                      Upon Registration of the Plan the Deposit must be held or invested by the Vendor's Solicitor upon the terms set out in this Special Condition as stakeholder for the parties.
- 4.5                      Within 7 days after the Day of Sale, the Purchaser must give the Purchaser's tax file number either to the Vendor's Solicitor or to the bank at which the Vendor's Solicitor's trust account is held (**Vendor's Solicitor's Bank**). If the Purchaser gives its tax file number to the Vendor's Solicitor's Bank it must, as soon as it has done so, give the Vendor's Solicitor verification of this.
- 4.6                      If the Purchaser breaches Special Condition 4.5, and then becomes entitled to a refund of the Deposit, the Purchaser must within 7 days of becoming entitled to a refund of the Deposit, provide the Purchaser's tax file number either to the Vendor's Solicitor or to the Vendor's Solicitor's Bank prior to receiving the Interest, whereupon the Interest is payable to the Purchaser.
- 4.7                      The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this Special Condition 4.

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### 5.                      Bank Guarantee

- 5.1                      The Vendor may accept a Bank Guarantee from the Purchaser instead of actual payment of the Deposit or any part of the Deposit.
- 5.2                      The Vendor is not deemed to accept a Bank Guarantee unless it notifies the Purchaser in writing that it accepts a Bank Guarantee. For the avoidance of doubt, the Vendor is not deemed to accept a Bank Guarantee merely by reason of its receipt of a Bank Guarantee or 'Yes' being selected in relation to 'Bank Guarantee' in Schedule 1 to the Particulars of Sale.
- 5.3                      If the Vendor agrees to accept a Bank Guarantee, the Purchaser must deliver it to the Vendor's Solicitor on the Day of Sale for an amount equal to the Deposit. For the avoidance of doubt, the Vendor's Agent is not authorised to hold the Bank Guarantee.
- 5.4                      If the Purchaser complies with Special Condition 5.3, the Purchaser must pay the Deposit in cleared funds to the Vendor's Solicitor by no later than the first to occur of:
- 5.4.1                      the Settlement Date;
- 5.4.2                      the date that is 30 days before the Bank Guarantee expires;

5.4.3 any earlier date on which:

- (a) the Vendor is entitled to the release to it of the Deposit having regard to the provisions of this Contract and section 27 of the Sale of Land Act;
- (b) the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser;
- (c) the Bank Guarantee becomes ineffective; or
- (d) issuer of the Bank Guarantee is not of at least the Required Rating and the Purchaser has not served on the Vendor's Solicitor a replacement Bank Guarantee from an issuer of at least the Required Rating.

When the Purchaser pays the Deposit in cleared funds, the Vendor must return the Bank Guarantee.

5.5 If the Purchaser breaches Special Condition 5.3, the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's Solicitor.

5.6 If the Purchaser breaches Special Condition 5.4 or 5.5 (time being of the essence), the Purchaser is in default under this Contract and without limiting the Vendor's rights the Vendor's Solicitor (but in no circumstances the Vendor) is irrevocably authorised to draw on the Bank Guarantee if one has been provided.

5.7 Any Bank Guarantee provided to the Vendor under this Special Condition 5 must be held on trust by the Vendor's Solicitor for the Purchaser until Registration of the Plan or the date that the Vendor rescinds or otherwise terminates this Contract for breach by the Purchaser whichever occurs earlier.

5.8 Any moneys paid by:

5.8.1 the Purchaser pursuant to Special Condition 5.4 or 5.5; or

5.8.2 the Bank pursuant to Special Condition 5.6,

must be dealt with by the Vendor's Solicitor in accordance with Special Condition 4.1 and otherwise the Sale of Land Act. For the avoidance of doubt, this Special Condition takes precedence over anything else in this Special Condition 5.

5.9 Should the Purchaser pay the Deposit or any part of the Deposit by way of Bank Guarantee, the Purchaser will procure the Bank to pay a fee of \$360 plus GST to the Vendor's Solicitor before such Bank Guarantee (including any replacement Bank Guarantee) is accepted and in any event before or as a condition of settlement.

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## 6. **Non-Australian resident – FIRB warranty**

6.1 If the Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the Particulars of Sale or that section is otherwise not completed, then the Purchaser:

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

- 6.1.2 agrees that if the warranty in Special Condition 6.1.1 is breached, the Purchaser must indemnify the Vendor against any Loss which the Vendor suffers as a direct or indirect result of a breach of that warranty.
- 6.2 If the Non-Australian Resident box is ticked after the words 'FIRB-Purchaser's Status Declaration' in Schedule 1 of the Particulars of Sale:
- 6.2.1 the Purchaser must, as an essential term of this Contract, promptly after the Day of Sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act of this purchase and keep the Vendor informed of the progress of the FIRB approval application;
- 6.2.2 the Purchaser must provide a copy of the Purchaser's passport to the Vendor on the Day of Sale;
- 6.2.3 this Contract is subject to the condition precedent that the Purchaser obtains FIRB approval pursuant to the Takeovers Act for the purchase of the Property within 30 days of the Day of Sale (**FIRB Sunset Date**) (or such other time as is mutually agreed between the parties in writing) failing which:
- (a) the Purchaser may by notice in writing within 5 days of the FIRB Sunset Date (or such other time as is mutually agreed between the parties in writing) withdraw from this Contract; or
- (b) the Vendor may, at its discretion, elect to rescind this Contract by giving notice in writing to the Purchaser at any time prior to receiving written confirmation and evidence from the Purchaser that the Purchaser has obtained FIRB approval,
- and the Deposit will be refunded to the Purchaser or any Bank Guarantee accepted by the Vendor under Special Condition 5 will be returned to the Purchaser or the Bank for cancellation; and
- 6.2.4 the Purchaser must provide evidence of the FIRB approval to the Vendor's Solicitor immediately upon receipt.
- For the avoidance of doubt, if the Purchaser does not withdraw from this Contract in accordance with Special Condition 6.2.3(a), Special Condition 6.2.3(a) will be of no further force or effect and thereafter the Purchaser will be taken to have warranted to the Vendor that it has obtained or no longer requires FIRB approval for the purchase of the Property.
- 6.3 General Conditions 16.2 and 27 do not apply to Special Condition 6.2.3.
- 6.4 The Purchaser and any substitute or additional transferee nominated pursuant to General Condition 18 acknowledges that it is responsible for any fees payable in respect of an application to obtain FIRB approval.

**7.                      Registration of Plan**

- 7.1                      This Contract is subject to the condition subsequent that the Plan is Registered within the Registration Period.
- 7.2                      The Vendor must at its own cost endeavour to procure Registration of the Plan within the Registration Period. The obligation arising pursuant to this Special Condition 7.2 does not require the Vendor to carry out, manage or arrange the carrying out of domestic building work as defined in the *Domestic Building Contracts Act 1995* (Vic).
- 7.3                      If the Plan is not Registered within the Registration Period then, prior to the Plan being Registered:
- 7.3.1                      the Purchaser has the right to rescind this Contract by giving notice in writing to that effect to the Vendor; or
- 7.3.2                      the Vendor may give the Purchaser notice in writing in accordance with section 10B of the Sale of Land Act that it intends to rescind the Contract in 28 days (**Rescission Date**) subject to obtaining the Purchaser's consent. If the Purchaser consents to the rescission in writing prior to the Rescission Date, then this Contract is rescinded effective on the Rescission Date. If the Purchaser consents to the rescission after the Rescission Date, the Contract is rescinded effective on the date the Purchaser gives consent.
- 7.4                      The Vendor discloses to the Purchaser the following:
- 7.4.1                      the Vendor is required to give notice to the Purchaser of the proposed rescission of the Contract under this Special Condition;
- 7.4.2                      the Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent;
- 7.4.3                      the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind the Contract; and
- 7.4.4                      the Supreme Court of Victoria may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.
- 7.5                      If this Contract is rescinded pursuant to Special Condition 7.3:
- 7.5.1                      the Vendor must refund to the Purchaser all deposit money paid under this Contract;
- 7.5.2                      any Bank Guarantee accepted by the Vendor under Special Condition 5 will be returned to the Purchaser or the Bank for cancellation; and
- 7.5.3                      unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the rescission of this Contract including the failure of the Vendor to procure Registration of the Plan.

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## **8. Amendments to Plan**

Subject to section 9AC of the Sale of Land Act:

- 8.1 the Vendor may make such minor alterations to the Plan that:
  - 8.1.1 may be necessary to:
    - (a) accord with surveying practice;
    - (b) alter the Plan so that the land in the Plan is developed in stages or so that the Lots being sold under this Contract are combined into one lot or retained as separate Lots, the Purchaser acknowledging that any such alteration does not materially affect the Lots to which this Contract relates; or
    - (c) comply with any Requirement, or any requirement, recommendation or requisition of an Authority or a consultant to the Vendor or a combination of them; or
  - 8.1.2 in the opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Site or any part of it;
- 8.2 the Purchaser acknowledges and agrees that section 10(1) of the Sale of Land Act does not apply to this Contract in respect of the final location of an easement shown on the certified Plan;
- 8.3 the Purchaser must accept the Property described on the Plan as ultimately Registered notwithstanding that there may be minor variations or discrepancies between the Lot or Lots sold under this Contract and any other Lot or Lots on the Registered Plan;
- 8.4 the Purchaser must not make any objection, requisition or exercise any Purchaser Rights because of:
  - 8.4.1 any amendment or alteration to the Plan (including alterations to the lot entitlement or lot liability attributed to the Property) which does not materially affect the Purchaser;
  - 8.4.2 any alleged misdescription of the Property or deficiency in its area or measurements;
  - 8.4.3 any street address allocation, any street numbering of any Lot (including the Purchaser's Lot) or any renumbering of Lots (including the Purchaser's Lot) or stages on the Plan;
  - 8.4.4 an alteration to the Plan which results in a change to the area of the Property of less than 5%; or
  - 8.4.5 the reconfiguration and/or consolidation of Lots (other than the Purchaser's Lot) including Lots beside the Purchaser's Lot; and
- 8.5 for the purposes of Special Condition 8.4, the Purchaser agrees that those changes contemplated are a minor variation or discrepancy and do not materially affect the Purchaser.



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## **9. Vendor's right to terminate**

### **9.1 If:**

9.1.1 any Requirement imposed by an Authority for the Plan is in the opinion of the Vendor (acting reasonably) too onerous on the Vendor to perform or accept; or

9.1.2 the Vendor cannot obtain finance on terms and conditions acceptable to the Vendor,

the Vendor may elect to terminate this Contract by giving notice in writing to that effect to the Purchaser.

### **9.2 If this Contract is terminated under Special Condition 9.1:**

9.2.1 this Contract ends immediately on the Vendor giving notice in writing to that effect to the Purchaser;

9.2.2 General Conditions 27 and 28 no longer apply to this Contract;

9.2.3 the Vendor must refund to the Purchaser all deposit money paid under this Contract;

9.2.4 any Bank Guarantee accepted by the Vendor under Special Condition 5 will be returned to the Purchaser or the Bank for cancellation; and

9.2.5 unless otherwise provided for in this Contract, neither party has any Claim against the other under this Contract or arising from or out of the termination of this Contract.

### **9.3 This Special Condition 9 is for the sole benefit of the Vendor and may only be waived by the Vendor notifying the Purchaser in writing of the waiver.**

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## **10. Staged Development**

### **10.1 The Purchaser acknowledges that the:**

10.1.1 Land forms part of the Development by the Vendor, which may occur in stages;

10.1.2 Vendor may elect to stage the Development; and

10.1.3 Vendor cannot and does not give any assurances as at the Day of Sale as to:

(a) the timetable for carrying out the Development;

(b) the nature of the Development (including the number of lots, height of the Development, types of uses and the facilities to be provided); and/or

(c) the manner in which the Development will be carried out.

### **10.2 The Purchaser further acknowledges that if the Vendor proposes to create further stages of the Plan and the Purchaser acknowledges and consents to such subdivision including the altering of the lot entitlement or lot liability of any of the lots on the Plan as authorised by section 37(3)(c)(iv)(C) of the Act.**

- 10.3 The Purchaser must (whether before or after the Settlement Date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this Special Condition 10.
- 10.4 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in Special Conditions 10.1.2, **Error! Reference source not found.** and 10.1.3.
- 10.5 The Purchaser indemnifies and will keep indemnified the Vendor against all Loss which the Vendor may suffer due to a breach of this Special Condition **Error! Reference source not found..**
- 10.6 This Special Condition will not merge on settlement, but will continue in full force and effect.

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## 11. Property Controls

- 11.1 The Purchaser:
- 11.1.1 accepts the Property:
- (a) with all Property Controls and Approvals; and
  - (b) in its present condition with all defects including fill and any non-compliance with any Property Controls or Approvals (subject to any change in condition arising from the Vendor fulfilling its obligations under this Contract);
- 11.1.2 acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Site and that the Site may be filled, raised, levelled, compacted or cut;
- 11.1.3 acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in Special Condition 11.1.1; and
- 11.1.4 must not exercise any Purchaser Rights in relation to any of the matters referred to in this Special Condition and agrees that those matters do not affect the Vendor's title to the Property.
- 11.2 The Purchaser assumes full responsibility for compliance with each Property Control and Approval as from the Settlement Date and agrees to hold the Vendor indemnified at all times against all Loss which the Vendor suffers arising directly or indirectly out of the Purchaser's failure to comply with a Property Control or the Purchaser's breach of or failure to obtain an Approval as from the Settlement Date.

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## 12. Encumbrances

### 12.1 Subject to all Laws

The Purchaser buys the Property subject to any applicable Law including, without limitation, any Requirement or Approval.

### 12.2 Easements

The Purchaser:

- 12.2.1 admits that the Property is sold subject to the provisions of the Act; and
- 12.2.2 buys the Property subject to:
- (a) all easements and encumbrances affecting the Site including those disclosed in Schedule 2 of the Particulars of Sale to this Contract and/or created or implied by the Act, the Plan or any Approval; and
  - (b) the rights of the Vendor under Special Condition 12.3.

The Purchaser must not exercise any Purchaser Rights in relation to any other matter referred to in this Special Condition 12.2.

### **12.3 Additional Restrictions**

- 12.3.1 The Purchaser acknowledges that as at the Day of Sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.
- 12.3.2 Without limiting Special Condition 12.3.1, the Purchaser acknowledges that the Vendor may be required to:
- (a) grant leases or other occupation rights to third parties including, without limitation, Authorities, and suppliers of Utilities; or
  - (b) create or grant easements, covenants, restrictions or other rights and obligations including the entering into of any agreement under section 173 of the *Planning and Environment Act 1987* (Vic),
- for the certification or Registration of the Plan or to comply with any planning permit granted or to be granted for the Development or if it is in the opinion of the Vendor, necessary or desirable for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it.
- 12.3.3 The Vendor may enter into, grant or finalise any Additional Restriction on or after the Day of Sale.
- 12.3.4 The Vendor does not give any assurance:
- (a) as to the nature of the Additional Restriction;
  - (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
  - (c) when any Additional Restriction will be entered into, granted or finalised.
- 12.3.5 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute any acknowledgement or covenant required by the Vendor under which the Purchaser:
- (a) agrees to accept and observe an Additional Restriction; and
  - (b) acknowledges that the Additional Restriction runs with the relevant land.
- 12.3.6 The Purchaser acknowledges and agrees that:
- (a) the Vendor may create in a memorandum of common provisions and/or require the Purchaser to create in the instrument of transfer of the Land

(including by reference to a memorandum of common provisions) or otherwise, any Additional Restrictions in the form of easements or covenants which burden the Land; and

- (b) if the Restrictions are not included in a memorandum of common provisions and, for any reason, the Restrictions cannot be registered, the Vendor may create restrictive covenants in a memorandum of common provisions on the same terms as the Restrictions and refer to the memorandum of common provisions in the Plan.

12.3.7 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser must not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions or the Restrictions.

12.4 **Other disclosures [##Please confirm if affordable housing may be part of the development]**

12.4.1 The Development, or land near the Development, may include affordable housing (as defined in the *Planning and Environment Act 1987* (Vic)) or similar housing (**affordable housing**).

12.4.2 The Purchaser must not:

- (a) object to; or
- (b) exercise any Purchaser Rights because of,

the existence of any affordable housing, or a proposal to include any affordable housing, in or near the Development.

12.4.3 The Purchaser indemnifies and will keep indemnified the Vendor against all Loss which the Vendor may suffer due to a breach of Special Condition 12.4.2.

12.4.4 This Special Condition will not merge on settlement, but will continue in full force and effect.

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13. **Caveat or priority notice**

13.1 The Purchaser must not lodge or cause or allow any person claiming through it or acting on its behalf to lodge on the Purchaser's behalf any caveat or priority notice in relation to the Property prior to the Settlement Date.

13.2 The Purchaser acknowledges that this Special Condition is an essential term of this Contract.

13.3 The Purchaser must indemnify the Vendor for all Loss which the Vendor suffers as a direct or indirect result of a breach by the Purchaser of this Special Condition 13. This does not prejudice any other rights that the Vendor may have in respect of a breach by the Purchaser of this Special Condition 13.

13.4 The Purchaser appoints the Vendor's Solicitor as its attorney to withdraw any such caveat or priority notice or to sign a withdrawal of such caveat or priority notice. This appointment survives the rescission or termination of this Contract by either party.

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## 14. Utilities

- 14.1 The Purchaser acknowledges that the Property is sold subject to all Utilities (if any) affecting the Property.
- 14.2 The Purchaser must not exercise any Purchaser Rights:
- 14.2.1 by reason of any Utility which is a joint service with any other land or building;
  - 14.2.2 by reason of any Utility servicing the Property or any other property passing through, under or over the Land whether subject to a registered easement or otherwise; or
  - 14.2.3 if, as a result of the presence of Utilities on the Land, any Authority or any other person or property has the benefit of any right or easement over the Property in respect of Utilities.
- 14.3 The Purchaser acknowledges that:
- 14.3.1 the Utilities may be laid outside the boundary of the Property and it is the responsibility of the Purchaser to connect those Utilities to the Property, including a payment of any connection fee; and
  - 14.3.2 it is responsible for complying with the requirements of any network infrastructure service provider for the connection of the national broadband network or another fibre optic network to the Property.
- 14.4 The Purchaser acknowledges that recycled water may be supplied to the Property (in addition to potable water) and that there may be restrictions imposed on the use of potable water. The Vendor makes no warranty as to whether or not recycled water will be supplied by the relevant supply authority to the Property and, if it is supplied, as to the quality of the recycled water or its fitness for use for any purpose. The Purchaser must comply with all requirements of the relevant supply authority in relation to the installation and use of the recycled water. The Purchaser indemnifies the Vendor for all Loss which the Purchaser or the Vendor may suffer or incur in respect of the supply of recycled water to the Property.
- 14.5 Without limiting Special Condition 14.4, the Purchaser acknowledges that recycled water is required to be plumbed into any residence of the Property for toilet flushing and external garden irrigation.

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## 15. Hazardous Materials

On and from the Settlement Date, the Purchaser:

- 15.1.1 assumes full responsibility for the presence of Hazardous Materials on the Property and anything incidental to them, including compliance with all relevant legislation, all Property Controls and Requirements in respect of them;
- 15.1.2 agrees to keep the Vendor indemnified against:
  - (a) all Loss resulting in any way from the failure of the Purchaser to comply with the responsibilities referred to in Special Condition 15.1.1; and
  - (b) all Loss resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and

- 15.1.3 waives all Purchaser Rights in relation to any of the matters referred to in this Special Condition and agrees that those matters do not affect the Vendor's title to the Property.

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**16. No warranties**

The Purchaser acknowledges that it:

- 16.1 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this Contract;
- 16.2 enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment; and
- 16.3 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's Solicitor or the Vendor's Agent other than those expressly set out in this Contract.

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**17. Disclosure of surface level works**

- 17.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Property or any land abutting the Property in the same subdivision as the Property which:
- 17.1.1 have been carried out on that land after the certification of the Plan and before the date of this Contract; or
- 17.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land,
- are set out in the plan of surface level works attached as Annexure B to this Contract.
- 17.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time), and the Purchaser must rely on its own enquiries and investigations in respect of such fill classification.
- 17.3 The Purchaser must not exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

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**18. Vendor's Statement**

The Purchaser acknowledges that:

- 18.1 prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended to legally bind the Purchaser, the Purchaser has been given:
- 18.1.1 a Vendor's Statement in writing containing the particulars required by Section 32(1) of the Sale of Land Act (as amended); and

- 18.1.2 a due diligence checklist in accordance with sections 33A and 33B of the Sale of Land Act;
- 18.2 the Purchaser has read and understood those documents including all attachments; and
- 18.3 no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's Agent.
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## **19. Head Contract**

- 19.1 Despite any other provision of this Contract, the Purchaser acknowledges that:
- 19.1.1 the Purchaser's proprietary and contractual interest in the Property is contingent on the Vendor completing the acquisition of the Parent Title in accordance with its obligations under the Head Contract;
- 19.1.2 the Vendor:
- (a) will not be required to settle this Contract until settlement has occurred under the Head Contract;
  - (b) may terminate this Contract by written notice to the Purchaser without being required to pay the Purchaser any compensation whatsoever if the Head Contract is terminated for any reason, and in this event will return the Deposit to the Purchaser in full together with any interest earned on the Deposit; and
  - (c) any termination of the Head Contract will result in termination of this Contract by the Vendor.

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## Part 4 Settlement and taxes

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### 20. Pre-settlement Inspection

20.1 The Purchaser may inspect the Property at an agreed time during the period of 7 days preceding and including the Settlement Date, but not more than once (**Pre-settlement Inspection**), and on the condition that in exercising its rights under this Special Condition 20, the Purchaser:

- 20.1.1 must be accompanied by a customer relations consultant of the Vendor;
- 20.1.2 must give reasonable prior notice to the Vendor of its wish to undertake a Pre-settlement Inspection; and
- 20.1.3 acknowledges that failure to undertake a Pre-settlement Inspection must not, in any way, delay settlement.

20.2 The Purchaser acknowledges that:

- 20.2.1 it may not be able to undertake a Pre-settlement Inspection if, in the Vendor's absolute discretion, works at the Site render the Pre-settlement Inspection unsafe or undesirable;
- 20.2.2 it may be required to undertake a Site induction program before conducting the Pre-settlement Inspection;
- 20.2.3 it must comply with all reasonable requirements of the Vendor in relation to the Pre-settlement Inspection including, without limitation, all requirements relating to occupational health and safety; and
- 20.2.4 it must not exercise any Purchaser Rights if, as a result of Special Conditions 20.2.1, 20.2.2 or 20.2.3, the Purchaser is not able to undertake a Pre-settlement Inspection.

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### 21. Vendor financing

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

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### 22. Restriction on re-sale prior to settlement

22.1 The Purchaser must not:

- 22.1.1 sell (other than a mortgage to finance its acquisition of the Property under this Contract) the whole or any part of its interest in the Property;
- 22.1.2 erect or display, or cause to be erected or displayed, any sign, notice or advertisement (whether visible from the outside of the Property or not) offering the Property for sale; or



- 22.1.3 publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement offering the Property for sale (including any sign, notice or advertisement in print, electronic or online form),
- until after the Settlement Date.
- 22.2 The Purchaser must not assign or transfer the Purchaser's rights or interest pursuant to this Contract prior to the Settlement Date.
- 22.3 On or before the Settlement Date, the Purchaser must not without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion or subject to conditions as the Vendor deems fit) publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement (including any sign, notice or advertisement in print, electronic or online form) which, in the Vendor's opinion, is published:
- 22.3.1 in connection with a proposed nomination by the Purchaser of a substitute or additional transferee pursuant to General Condition 18 of this Contract; or
- 22.3.2 in an attempt to find or secure a person who the Purchaser may wish to nominate as a substitute or additional transferee pursuant to General Condition 18 of this Contract.
- 22.4 If the Purchaser breaches Special Conditions 22.1.2, 22.1.3 or 22.3, the Purchaser must procure the removal of such sign(s), notice(s) or advertisement(s) within 2 Business Days after receiving a written request from the Vendor or the Vendor's Solicitor to do so, failing which, and without limiting any of the Vendor's rights under this Contract, the Purchaser irrevocably appoints the Vendor as its attorney to do all things necessary to cause any such sign(s), notice(s) or advertisement(s) to be removed or withdrawn.
- 22.5 The Purchaser indemnifies the Vendor against any Loss arising out of a breach of this Special Condition 22.
- 22.6 The Purchaser acknowledges and agrees that not all of the Lots may be sold before the Settlement Date.

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## 23. **Restriction on re-sale after settlement**

- 23.1 Without limiting Special Condition 22, if the Purchaser at any time before the Purchaser has completed the construction of a Dwelling on the Land has, or intends to, enter into a contract for the sale or transfer of the Property, the Purchaser must:
- 23.1.1 obtain the Vendor's prior written consent to the intended or actual sale or transfer of the Property (such consent not to be unreasonably withheld provided the Purchaser complies with its obligations under Special Condition 23.1.3(c));
- 23.1.2 not erect a sign on the Property advertising the Property for sale;
- 23.1.3 deliver to the Vendor or the Vendor's Solicitor within 30 days of entering into a contract of sale or transfer of the Property whichever is earlier:
- (a) details of the new owner of the Property (**New Owner**);
- (b) a cheque payable by the New Owner to the Vendor's Solicitor for \$380 (plus GST) being the Vendor's costs for preparing the deed contemplated by Special Condition 23.1.3(c);

- (c) a deed executed by the New Owner in favour of the Vendor and in the form reasonably required by the Vendor under which the New Owner agrees as follows:
    - (i) to comply with all of the obligations of the Purchaser under Special Conditions 10, 23, 26, **Error! Reference source not found.**, 36, 38, **Error! Reference source not found.**, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, **Error! Reference source not found.**, and 51;
    - (ii) where the Vendor owns any land adjoining the Property, that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00; and
    - (iii) to require, at the New Owner's cost, any purchaser or transferee from the New Owner to execute a further acknowledgment in favour of the Vendor in the same terms as are set out in this Special Condition 23.1;
- 23.1.4 make the contract or agreement with the New Owner conditional upon the Purchaser obtaining the Vendor's consent to the sale or transfer and the New Owner executing the deed contemplated by Special Condition 23.1.3(c); and
- 23.1.5 include in its contract or agreement with the New Owner an entitlement to procure the New Owner to execute the deed contemplated by Special Condition 23.1.3(c).
- 23.2 The Purchaser agrees to keep the Vendor indemnified against all Loss incurred by the Vendor and arising in respect of the matters set out in this Special Condition 23 (including a failure by the Purchaser to comply with the provisions of this Special Condition 23).
- 23.3 The Purchaser acknowledges and agrees that not all of the Lots will be sold before the Settlement Date.
- 23.4 This Special Condition will not merge on settlement, but will continue in full force and effect.

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## 24. Vendor to assign

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

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## 25. Novation

- 25.1 In consideration of the Purchaser agreeing to enter into this Contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser and any Guarantor must execute:
  - 25.1.1 a deed in the form prepared by the Vendor novating this Contract to a third party (**New Vendor**); and
  - 25.1.2 a Vendor's Statement in the form prepared by the New Vendor.

- 25.2 If this Contract is novated to a New Vendor, the Purchaser:
- 25.2.1 irrevocably authorises the Vendor's Solicitor to transfer the Deposit to the New Vendor's solicitor to be held in accordance with the Sale of Land Act;
  - 25.2.2 if the Purchaser has provided a Bank Guarantee, must within 30 days of being requested to do so, do whatever is necessary to give that New Vendor the benefit of the Bank Guarantee provided by the Purchaser under Special Condition 5, including if necessary delivering a new replacement Bank Guarantee in favour of the New Vendor; and
  - 25.2.3 must not exercise any Purchaser Rights because of anything contemplated by this Special Condition 25.
- 25.3 If the Purchaser breaches Special Condition 25.2 the Purchaser must immediately pay the Deposit in cleared funds to the Vendor's Solicitor.
- 25.4 The Purchaser irrevocably appoints the New Vendor and each authorised officer of the New Vendor individually as the Purchaser's attorney (**Attorney**) and agrees to ratify anything an attorney does under Special Condition 25.5.
- 25.5 In the event of either the Purchaser or the Guarantor, or both, failing to comply with their obligations in Special Condition 25.1, the Attorney may do whatever is necessary or convenient to enable the Vendor to procure that the Purchaser and the Guarantor enter into a deed of novation including signing the deed of novation as attorney for either the Purchaser or Guarantor. The purpose of this power of attorney is to enable the Vendor to transfer the Vendor's interest to the New Vendor in accordance with its rights under this Special Condition 25.

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## 26. **Electronic Conveyancing**

- 26.1 In this Contract:

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

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

**ELN** means Electronic Lodgement Network.

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

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

- 26.2 The parties agree to effect an Electronic Settlement unless the Registrar's guidelines or Laws from time to time require the parties to effect a paper settlement. If the parties are required to effect a paper settlement, the Purchaser must give the Vendor notice in writing at least 14 days before settlement is due under this Contract.
- 26.3 The Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:
- 26.3.1 signing and lodging all necessary documents and compelling the Settlement Parties for whom it is responsible to do so;

- 26.3.2 being, or engaging a representative who is, a subscriber for the purposes of the ECNL;
  - 26.3.3 ensuring that all other Settlement Parties for whom it is responsible are, or engage, a subscriber for the purposes of the ECNL; and
  - 26.3.4 complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties for whom it is responsible to do so.
- 26.4 Without limiting Special Condition 26.3, the parties agree to adopt the following process in respect of an Electronic Settlement:
- 26.4.1 the Vendor or the Vendor's Solicitor must open the workspace and invite the Purchaser or its representative to the workspace within 5 Business Days of the Registration of the Plan (at which point the Vendor's Solicitor sets the Settlement Date and time);
  - 26.4.2 the Purchaser must accept the invitation (including the Settlement Date and time) under Special Condition 26.4.1 within 2 Business Days of receiving it;
  - 26.4.3 the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions, and ensure the Document Verification Results are displayed as 'successful', no later than 3 Business Days before settlement is due under this Contract;
  - 26.4.4 the Purchaser must ensure that the transfer of land and notice of acquisition are signed and completed correctly no later than 2 Business Days before settlement is due under this Contract;
  - 26.4.5 once the transfer of land and notice of acquisition are signed by both parties, the Purchaser must not unsign or make any changes to the documents without the Vendor's prior written consent. The Purchaser must ask the Vendor for consent in writing to any changes at least 1 Business Day before settlement is due under this Contract;
  - 26.4.6 once the Purchaser accepts the Settlement Date and time, the Purchaser must not, and must procure that its financier does not, change the Settlement Date or time without the Vendor's prior written consent;
  - 26.4.7 the Vendor or the Vendor's Solicitor must prepare the adjustments and input destination funds into the ELN no later than 2 days before settlement is due under this Contract;
  - 26.4.8 the Purchaser must input source funds into the ELN no later than 1 Business Day before settlement is due under this Contract;
  - 26.4.9 if the Vendor has complied with its obligations in this Special Condition 26.4, the Purchaser must do everything necessary to ensure the workspace is able to be 'Ready Ready' by at least 2 hours before the time the Vendor has nominated for settlement on the Settlement Date;
  - 26.4.10 if the Purchaser fails to comply with Special Condition 26.4.9, the Vendor is not required to effect settlement until a day on which the workspace is able to be 'Ready Ready' by at least 2 hours before the time the Vendor nominates for settlement. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this Special Condition 26.4.10 the Vendor effects Electronic Settlement after the date settlement is due under this Contract;

- 26.4.11 subject to Special Condition 26.4.9, once the workspace is 'Ready Ready', the Vendor is ready, willing and able to settle and the Purchaser must effect settlement; and
- 26.4.12 if, pursuant to Special Condition 26.4.10 the Vendor effects Electronic Settlement after the date settlement is due under this Contract or the Purchaser fails to effect settlement on the date settlement is due under this Contract in accordance with Special Condition 26.4.11, in addition to all of the Vendor's other rights, Special Condition 27 will apply.
- 26.5 The Purchaser acknowledges that:
- 26.5.1 the workspace is not to be used as an electronic address for the service of notices or for any written communications; and
- 26.5.2 settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.
- 26.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 26.7 The Vendor is not responsible for any error caused by the ELN or ELNO.
- 26.8 The Purchaser and the Vendor must not make any Claim on the Vendor's Solicitor for any matter arising out of this Special Condition 26.
- 26.9 The parties agree that if there is any inconsistency between this Special Condition and the General Conditions and other Special Conditions then, except in the case of manifest error, to the extent of any inconsistency this Special Condition will prevail and have priority over the General Conditions and other Special Conditions.

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## 27. **Delayed settlement**

Without limiting any other rights of the Vendor, if the Purchaser:

- 27.1 fails to settle on the due date for settlement as set out in the Particulars of Sale to this Contract (**Due Date**); or
- 27.2 requests an extension to the Due Date,
- the Purchaser must pay to the Vendor's Solicitor an amount of \$500 plus GST representing the Vendor's additional legal costs and disbursements.

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## 28. **Insolvency Event deemed default**

- 28.1 If an Insolvency Event occurs in relation to the Purchaser or any Guarantor, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the

Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

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

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## 29. Outgoings

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

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## 30. Land tax

- 30.1 Despite any other provision in this Contract, the parties agree that:
- 30.1.1 for the purpose of Special Condition 29.2 or General Condition 15, the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Title (**Land Tax Assessment**); and
- 30.1.2 land tax is adjusted:
- (a) based on the proportional land tax stated on the Land Tax Assessment; and **##TBC**
  - (b) between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which:
    - (i) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or
    - (ii) the surface area of the Property bears to the surface area of the land that is subject to the assessment; and
  - (c) from the Day of Sale. **##TBC**

- 30.2 The Purchaser acknowledges and agrees that:
- 30.2.1 if the Purchaser is in breach of this Contract by not settling this Contract on the Settlement Date; and
  - 30.2.2 if as a result of the Purchaser's breach, settlement of this Contract takes place on a date that is after 31 December in the year that settlement of this Contract is due to take place (**Settlement Year**); then
  - 30.2.3 the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
  - 30.2.4 the additional tax which the Vendor will incur in accordance with this Special Condition (**Additional Land Tax**) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.
- 30.3 If Special Condition 30.2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2.25% of the Price of the Property (**Amount Paid**).
- 30.4 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:
- 30.4.1 less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
  - 30.4.2 more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.
- 30.5 Despite Special Condition 29.2, payment of the Price must not be delayed and no money must be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property.
- 30.6 The Vendor acknowledges that:
- 30.6.1 it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession; and
  - 30.6.2 subject to Special Condition 30.1, it must pay any such land tax assessed to the Vendor within the time limit specified in the assessment notice.

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## 31. Stamp duty

- 31.1 The parties agree to adopt the following process in respect of the on-line duties form:
- 31.1.1 the Vendor or the Vendor's Solicitor must create the on-line duties form and invite the Purchaser to complete and sign the form within 3 Business Days of the date on which the Vendor gives notice in writing to the Purchaser of Registration of the Plan;
  - 31.1.2 the Purchaser must accept the Vendor's on-line duties form invitation within 2 Business Days of receipt;

- 31.1.3 the Purchaser must ensure that the on-line duties form is signed and completed no later than 4 Business Days before settlement is due under this Contract;
  - 31.1.4 if the Purchaser has complied with Special Condition 31.1.3, the Vendor must sign the on-line duties form no later than 2 Business Days before settlement is due under this Contract;
  - 31.1.5 once the on-line duties form is signed by both parties, the Purchaser must not unsign or make any changes to the form without the Vendor's prior written consent;
  - 31.1.6 the Purchaser must successfully verify the stamp duty in the ELN workspace at least 1 Business Day before settlement is due under this Contract and the stamp duty must remain successfully verified in the ELN workspace on the date settlement is due under this Contract;
  - 31.1.7 despite Special Condition 31.1.5, the on-line duties form must not be unsigned or amended by the Purchaser on the Settlement Date; and
  - 31.1.8 if the Purchaser fails to comply with Special Condition 31.1.7 and unsigns or amends the on-line duties form on the Settlement Date, the Vendor is not required to effect settlement until 2 Business Days after the on-line duties form is signed by both parties. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this Special Condition 31.1.8, the Vendor effects settlement after the date settlement is due under this Contract and, in addition to all of the Vendor's other rights, Special Condition 27 will apply.
- 31.2 The Purchaser must notify the Vendor in writing before the Registration of the Plan if:
- 31.2.1 this is a complex duties on-line transaction; and/or
  - 31.2.2 there are other transfers of land which form substantially one arrangement with this sale for the purposes of duties on-line.
- 31.3 The Purchaser warrants to the Vendor, as at the date that settlement takes place, that the information provided by it in the on-line duties form is true and correct and agrees that, if this warranty is breached, it must indemnify the Vendor against any Loss which the Vendor suffers as a direct result of a breach of that warranty.
- 31.4 If the Purchaser fails to comply with Special Condition 31.1.6, and the stamp duty is not successfully verified on the date settlement is due under this Contract, the Vendor is not required to effect settlement until 2 Business Days after the Purchaser has complied with Special Condition 31.1.6. The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place and, in addition to all of the Vendor's other rights, Special Condition 27 will apply.
- 31.5 The Purchaser acknowledges and agrees that:
- 31.5.1 neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with the sale and transfer of the Property under this Contract and that the Purchaser has made its own enquiries and investigations;
  - 31.5.2 it is liable to pay any amount of duty assessed by the State Revenue Office;
  - 31.5.3 if the Purchaser is a foreign purchaser, as that term is defined in section 3(1) of the *Duties Act 2000* (Vic), the Purchaser is liable to pay additional stamp duty at a rate of 8% (or such other rate applying to additional stamp duty payable by foreign purchasers from time to time) of the Price and the Vendor has not made any



representation or warranty to the Purchaser concerning the amount of such additional stamp duty; and

- 31.5.4 it must not exercise any Purchaser Rights because of the amount of stamp duty assessed in connection with the sale and transfer of the Property to the Purchaser under this Contract.

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## 32. Foreign resident capital gains withholding payments

If:

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

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## 33. Margin Scheme

- 33.1 In this special condition:
- 33.1.1 words and expressions that are not defined in this Contract but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- 33.1.2 GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended).
- 33.2 The parties agree that the Vendor may elect not to apply the margin scheme in working out the GST Amount on the supply of the Property under this Contract.
- 33.3 The Vendor must notify the Purchaser if the Vendor elects not to apply the margin scheme to calculate the GST payable on the supply of the Property under this Contract.
- 33.4 This special condition will not merge on settlement.

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## 34. GST Withholding Payments and Notifications

- 34.1 In this Special Condition:

**GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act.

**Form 1** means a '*Form One: GST Property Settlement Withholding Notification*' notice that the Purchaser is required to lodge with the Commissioner under section 16-150(2) of Schedule 1 of the TA Act.

**Form 2** means a '*Form Two: GST Property Settlement Date Confirmation*' notice that the Purchaser is required to lodge with the Commissioner under section 16-150(2) of Schedule 1 of the TA Act.

**Vendor Notice** means a notice that the Vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 34.2 The Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than 5 Business Days before the Settlement Date.
- 34.3 If a Vendor Notice given to the Purchaser provides that the Purchaser must pay a GST Withholding Amount to the Commissioner, the Purchaser must lodge a Form 1 with the Commissioner and provide the Vendor a copy of Form 1 as lodged (including the payment reference number and lodgement reference number) at least 2 Business Days before the Settlement Date. If the Purchaser fails to give a copy of the Form 1 (including the payment reference number and lodgement reference number) in accordance with this Special Condition, the Vendor is not required to effect settlement until 2 Business Days after the Purchaser has provided the Vendor with a copy of the Form 1 (including the payment reference number and lodgement reference number). The Purchaser will be deemed to default in payment of the Balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this Special Condition 34.3, the Vendor effects settlement after the date settlement is due under this Contract.
- 34.4 If a Vendor Notice given to the Purchaser provides that the Purchaser must pay a GST Withholding Amount to the Commissioner:
- 34.4.1 the Purchaser must provide a bank cheque to the Vendor at settlement that is payable to the Commissioner for the GST Withholding Amount;
  - 34.4.2 the Purchaser authorises the Vendor to submit the bank cheque to the Commissioner;
  - 34.4.3 the Purchaser authorises the Vendor's Solicitor to act as the Purchaser's agent and representative (and in doing so the Vendor's Solicitor is not the agent of the Vendor) to lodge the Form 2 with the Commissioner; and for the avoidance of doubt:
  - 34.4.4 the Vendor will submit the bank cheque to the Commissioner; and
  - 34.4.5 the Vendor's Solicitor (as agent and representative of the Purchaser) will lodge the Form 2 with the Commissioner.
- 34.5 Special Condition 34.4 does not apply if the Purchaser:
- 34.5.1 pays the GST Withholding Amount to the Commissioner via an Electronic Lodgement Network as part of an Electronic Settlement if the Electronic Lodgement Network allows the payment of GST to the Commissioner; and
  - 34.5.2 lodges the Form 2 with the Commissioner and provides a copy of the Form 2 (as lodged with the Commissioner) to the Vendor at settlement.
- 34.6 The Purchaser must take all reasonable steps to enable the Vendor to comply with its obligations under subdivisions 14-E and 16-C of Schedule 1 of the TA Act.
- 34.7 If the Purchaser is registered (within the meaning of the GST Act) and acquires the Property for a creditable purpose, the Purchaser must give written notice to the Vendor stating this as soon as practicable but in any event, no later than 10 Business Days before the Settlement Date and the parties agree that, if the Property is 'potential residential land' (within the meaning of the GST Act), Special Conditions 34.2 to 34.5 will not apply.
- 34.8 This Special Condition 34 does not merge on settlement.

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**35. Certificate of title**

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

35.1 has not issued; or

35.2 is not available from the Land Registry,

the Purchaser must accept a nomination request form endorsed by the Vendor's Solicitor or Vendor's mortgagee to register the transfer of land and issue the certificate of title to the Purchaser or as directed by the Purchaser or the Purchaser's mortgagee.

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## Part 5 Construction

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### 36. Works

- 36.1 The Purchaser must not commence or carry out or permit the commencement or carrying out of any Works on the Property unless the Works:
- 36.1.1 have been granted all other necessary Approvals;
  - 36.1.2 are carried out strictly in accordance with the terms of all Approvals granted under Special Condition 36.1.1; and
  - 36.1.3 comply with all Property Controls.
- 36.2 The Purchaser must, at the Vendor's request, remove any Works carried out on the Property in breach of this Special Condition and reinstate the Property to its condition prior to carrying out of the Works. If the Purchaser fails to do so within 60 days of a request being made, the Vendor may do so and may enter the Property for that purpose (with contractors and equipment if required) and may dispose of the Works as the Vendor sees fit without being liable to the Purchaser in that regard. The Purchaser must pay to the Vendor on demand all costs and expenses incurred by the Vendor in exercising its rights under this Special Condition 36.2.
- 36.3 The Purchaser must promptly, at the Vendor's option, either reinstate or reimburse the Vendor for the cost of reinstating any damage done to any part of the Development by any person carrying out Works on the Property.
- 36.4 The Purchaser must:
- 36.4.1 commence construction of the Dwelling on the Property in accordance with approvals given under this Special Condition and Special Condition **Error! Reference source not found.** within 12 months of the Settlement Date (or such longer period agreed in writing by the Vendor); **##TBC**
  - 36.4.2 complete construction of the Dwelling on the Property to the satisfaction of the Vendor within 24 months of the Settlement Date (or such longer period agreed in writing by the Vendor); and **##TBC**
  - 36.4.3 not leave the Works incomplete for more than 3 months without work being carried out.
- 36.5 For the purposes of Special Condition 36.4:
- 36.5.1 commencement of the construction of the Dwelling will be deemed to be when the footings of the Dwelling have been laid; and
  - 36.5.2 completion of construction of the Dwelling will be deemed to be the issue of the Occupancy Permit.
- 36.6 The Purchaser must notify the Vendor in writing upon the commencement and completion of the Dwelling and provide the Vendor with a copy of the Occupancy Permit.
- 36.7 The Purchaser indemnifies and will keep indemnified the Vendor against all Loss which the Vendor may suffer arising in respect of the matters set out in this Special Condition 36 (including due to a breach of this Special Condition 36).

36.8 This Special Condition will not merge on settlement, but will continue in full force and effect.

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**37. Protection of neighbourhood's interests**

The Purchaser acknowledges that:

- 37.1 the Vendor's vision for the Development includes but is not limited to building a residential neighbourhood with an attractive and cohesive streetscape that includes dwellings completed contiguously;
- 37.2 it is required to comply with Special Condition 36 to give effect to the Vendor's vision contemplated by Special Condition 37.1;
- 37.3 if the Purchaser fails to comply with Special Conditions 36 of this Contract, the Vendor and other purchasers of Lots within the Development may suffer Loss; and
- 37.4 Special Conditions 23 and 43 of this Contract are reasonably necessary to give effect to the Vendor's vision contemplated by Special Condition 37.1 and ensure that the Purchaser complies with Special Conditions 36.

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**38. Proper Landscaping**

The Purchaser must carry out and complete Proper Landscaping of the frontage of the Property at its own cost and expense within 30 days of the date of issue of the Occupancy Permit for the Dwelling.

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**39. Fencing**

39.1 The Purchaser agrees that:

- 39.1.1 the Price has been reduced by an amount calculated to cover the costs of the Vendor contributing towards a dividing boundary fence along the boundary of the Lot or Lots and any such adjoining land which remains in the ownership of the Vendor or a Related Body Corporate; and
  - 39.1.2 the Purchaser will not seek any contribution from the Vendor greater than one dollar (\$1.00) towards such a dividing boundary fence.
- 39.2 Without limiting Special Condition 39.1, the Vendor reserves the right in its absolute discretion to fence along the boundary of the Lot and any adjoining land (**Fence Works**) in a style chosen by the Vendor in its absolute discretion within 90 days of the issue of the Occupancy Permit for the Dwelling.
- 39.3 If the Vendor elects to carry out the Fence Works, the Purchaser must:
- 39.3.1 allow the Vendor access to the Property between the hours of 7.00am to 6.00pm for the purpose of carrying out the Fence Works;
  - 39.3.2 comply with any reasonable direction of the Vendor; and
  - 39.3.3 not make any objection, requisition or claim or institute any proceedings in connection with the dust, noise and other discomforts caused or contributed to by the Fence Works.

- 39.4 The Purchaser acknowledges that it buys subject to this Special Condition 39 and will not exercise any Purchaser Rights in respect of any matter referred to in this Special Condition.
- 39.5 This Special Condition will not merge on settlement, but will continue in full force and effect.
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#### **40. Pegging**

The Purchaser acknowledges and agrees that:

- 40.1 the Vendor will, prior to Registration of the Plan, define the boundaries of the Land by pegging the Land; and
- 40.2 the Vendor will not replace any pegs on the Land in the event that pegs are moved or taken by any party after the installation by the Vendor.
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#### **41. State of the Property**

- 41.1 The Purchaser agrees that until the Purchaser has completed the construction of a Dwelling on the Property, the Purchaser must:
- 41.1.1 keep the Property neat and tidy;
  - 41.1.2 promptly remove rubbish and debris from the Property;
  - 41.1.3 cut the grass on the Property;
  - 41.1.4 not dump or permit to be dumped any rubbish, debris or fill from the Property on any other public or private land in the Development;
  - 41.1.5 not allow the Property to be left in a condition which in the reasonable opinion of the Vendor is unsightly; and
  - 41.1.6 take all reasonable steps to protect the Property from any damage and to avoid rubbish being dumped on the Property, including, without limitation, installing temporary fencing to secure the Property, if required.
- 41.2 The Purchaser must ensure that no boats, caravans, trailers, commercial vehicles or other recreational vehicles are parked on the Property unless they are screened from public view.
- 41.3 If the Purchaser breaches Special Condition 41.1 or 41.2, the Vendor may give the Purchaser a notice requiring the Purchaser to remedy the breach within 24 hours.
- 41.4 If the Purchaser fails to comply with a notice given under Special Condition 41.3, the Purchaser:
- 41.4.1 authorises the Vendor and its employees, agents and contractors to do whatever works are necessary to remedy the breach, and, if necessary, to enter the Property for that purpose and to remove property from the Property and dispose of it as the Vendor thinks fit without being liable to the Purchaser in any way, and
  - 41.4.2 the Purchaser agrees to pay to the Vendor on demand all costs and expenses incurred by the Vendor in so doing.
- 41.5 This Special Condition will not merge on settlement, but will continue in full force and effect.

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## 42. Maintenance of Land

- 42.1 Without limiting Special Condition 41 the Purchaser must maintain, slash or mow the Property to a standard as determined by the Vendor acting reasonably having reference to adjoining properties (**Maintenance Standard**).
- 42.2 If the Maintenance Standard has not been met, the Vendor, its agents, employees and contractors may enter the Property at any time, without creating liability for trespass or otherwise, to maintain, slash or mow the Property without receiving authority from the Purchaser.
- 42.3 Where the Vendor enters the Property for the purposes stated in Special Condition 42.2, the Purchaser must pay the Vendor a sum of \$200 upon the Vendor presenting the Purchaser with an invoice.
- 42.4 This Special Condition will not merge on settlement, but will continue in full force and effect.

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## 43. Option to purchase

- 43.1 To ensure the Purchaser's compliance with the provisions of Special Condition 36, the Purchaser hereby grants the Vendor an irrevocable option (**Option**) to purchase the Land (including any improvements on the Land) from the Purchaser upon the following terms:
- 43.1.1 the Option may be exercised by the Vendor only if either the Purchaser:
- (a) fails to construct the Dwelling within the time limits specified in Special Condition 36.4; or
  - (b) otherwise breaches the provisions of Special Condition 36;
- 43.1.2 the Option may be exercised by the Vendor or the Vendor's nominee at any time from the date the Vendor becomes aware of the Purchaser's breach up to the date 90 days after the Vendor becomes aware of the breach or notice;
- 43.1.3 the Option must be exercised by the Vendor or the Vendor's nominee by notice in writing to the Purchaser or the Purchaser's solicitor;
- 43.1.4 if the Vendor or its nominee exercises the Option, the sale price shall be an amount equal to 90% of:
- (a) the Price paid by the Purchaser to the Vendor pursuant to this Contract; and
  - (b) any money paid for Works to the Land carried out;
- 43.1.5 if the Option is exercised, the Land shall be deemed to have been purchased on the date of the Option being exercised upon the terms of the Contract save for this Special Condition and Special Conditions 7, 8, 9, 10, 11, 13, 17, 22, 23, 27, 30 and 36 with settlement to take place and the price to be paid in full within 60 days from the date of the contract;
- 43.1.6 if the Option is exercised, pursuant to sections 17 to 20 of the *Powers of Attorney Act 2014* (Vic) the Vendor is irrevocably appointed as the Purchaser's attorney for security for the purpose of signing the client authorisation form, duties form and any other documents necessary to effect the registration of the transfer to the Vendor; and

- 43.1.7 if the Option is exercised, then notwithstanding anything to the contrary in law or anything contained in this Contract, the Purchaser shall pay all costs associated with the sale including stamp duty and registration fees on the transfer, the Vendor's legal fees and agent's fees expected on a re-sale of the Property and all legal and other costs incurred or likely to be incurred by the Vendor in exercising its rights under this Special Condition 43.
- 43.2 The Purchaser acknowledges the right of the Vendor to lodge a caveat in respect of the Land to protect the Vendor's rights pursuant to this Special Condition.
- 43.3 This Special Condition will not merge on settlement, but will continue in full force and effect.

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**44. Display homes**

- 44.1 The Purchaser covenants with the Vendor that it will not use the Dwelling for the purposes of a display home. This restriction may be included in the Restrictions.
- 44.2 The Purchaser acknowledges that both before and after the Settlement Date the Vendor and persons authorised by the Vendor may operate display homes on one or more of the Lots.
- 44.3 The Purchaser must not:
- 44.3.1 object to any noise, interference or increased traffic (pedestrian and vehicle) and reduction in available street parking that may occur during the:
    - (a) operation of the display homes; or
    - (b) construction of the display homes;
  - 44.3.2 object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required for the use, construction and operation of the display homes;
  - 44.3.3 exercise any Purchaser Rights by reason of any of the matters contemplated by this Special Condition 44.
- 44.4 The Purchaser indemnifies and will keep indemnified the Vendor against all Loss which the Vendor may suffer due to a breach of Special Condition 44.3.
- 44.5 This Special Condition will not merge on settlement, but will continue in full force and effect.

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**45. No owner builders**

- 45.1 The Purchaser covenants that it will:
- 45.1.1 engage a registered builder and enter into a major domestic building contract in relation to the construction of the Dwelling on the Land; and
  - 45.1.2 not commence or carry out the Works or permit the commencement or carrying out of the Works on the Land unless it has engaged a registered builder and entered into a major domestic building contract.



- 45.2 The Purchaser acknowledges that the provisions of Special Condition 45.1 are required to ensure the Development is completed in a timely and consistent fashion and in accordance with the Vendor's and the Developer's usual standards of quality and design.

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**46. Vendor may conduct activities**

- 46.1 The Purchaser acknowledges that both before and after the Settlement Date, but only for as long as the Vendor remains an owner of a Lot or Lots the Vendor and persons authorised by the Vendor may:
- 46.1.1 conduct selling activities from the Site;
  - 46.1.2 place and maintain on and outside the Site (excluding the Property) signs in connection with those selling activities; and
  - 46.1.3 place and maintain on and about the Site an office or facility or both for the Vendor and its representatives.
- 46.2 The Purchaser waives all rights to make or take any objection to the methods used by the Vendor and persons authorised by the Vendor in their efforts to sell by public auction or otherwise the remaining Lots in the Development including without limitation the use of signs, public auctions and the use of the Common Property.
- 46.3 The Purchaser covenants with the Vendor that upon the Purchaser or any of the Purchaser's tenants being entitled to possession or occupation of the Property, they must do all things necessary to cooperate with the Vendor's marketing and selling of the other Lots. The Purchaser must not, and must ensure that all persons authorised by the Purchaser to occupy the Property do not, cause any nuisance which may hinder the marketing and sale of the Lots.
- 46.4 If the Purchaser wishes to sell or lease their Property, the Purchaser agrees not to erect any signs including advertising boards on the Property and, for as long as the Vendor remains an owner of a Lot or Lots, the Vendor. The Purchaser acknowledges and agrees that the Vendor may remove any such signs that are erected on the Property at the Purchaser's cost, if such sign is not installed in compliance with this Special Condition 46.4.
- 46.5 This Special Condition will not merge on settlement, but will continue in full force and effect.

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**47. Additional construction**

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

- 47.1 object to the carrying out of any works on the Development by any party;
- 47.2 object to the dust, noise or other discomforts that may arise during the course of completion of these works; or
- 47.3 institute or prosecute any action or proceeding for injunctions or damages arising out of or connected with the completion of these works,

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

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## 48. Completion of Development

- 48.1 The Purchaser acknowledges that at the Settlement Date some buildings within the Site or the Development may not have commenced construction or be incomplete and the Vendor or the Developer may need access to the Site to carry out construction or rectification works to other buildings on the Site or the Development which may include:
- 48.1.1 excavation works relating to the foundations of the dwellings and laying of concrete slabs;
  - 48.1.2 roadworks, servicing and drainage works;
  - 48.1.3 landfill works;
  - 48.1.4 construction of retaining walls;
  - 48.1.5 construction of the Public Works; and
  - 48.1.6 landscape works.
- 48.2 The Purchaser must not exercise any Purchaser Rights against the Vendor, or any other person in relation to:
- 48.2.1 any nuisance, dust, odour, noise or other inconvenience associated with any ongoing works conducted in or around the Property after settlement has occurred;
  - 48.2.2 any alteration:
    - (a) to the Site or Development (including changes in uses, layouts, open space, facilities and services);
    - (b) in the number of lots of the Site or Development; or
    - (c) to the number, size, shape or location or permitted use of or restrictions affecting any Lot (other than the Property) or in any future stage or plan of subdivision relating to any other part of the Development;
  - 48.2.3 the presence of any electrical or water substation or telecommunications towers or associated equipment in proximity to the Site and/or the Property which may be visible from the Site and/or the Property and any associated noise and/or emissions (if any);
  - 48.2.4 the location of any electricity powerlines (and the Purchaser acknowledges that such powerlines may or may not be above or below ground);
  - 48.2.5 any delay in the completion of the Site or Development; or
  - 48.2.6 the abandonment of any part of the Site or Development.
- 48.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Site or the Development or to carry out any works on any part of the Site or the Development (including any part of the Site or the Development as varied).

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## **49. Public Works**

- 49.1 The Purchaser acknowledges and agrees that:
- 49.1.1 the Development may or may not include the Public Works;
  - 49.1.2 the Precinct Structure Plan will govern development and designate zoning of the Development;
  - 49.1.3 the Public Works may or may not be carried out in accordance with the Precinct Structure Plan and the development plan approved under the Precinct Structure Plan;
  - 49.1.4 the Planning Permit contains conditions governing how the Vendor completes construction of the Public Works;
  - 49.1.5 third parties may be responsible for carrying out the Public Works;
  - 49.1.6 the Vendor does not make any representations or give any assurances:
    - (a) when, if at all, the Public Works will be completed including whether they will be constructed before the Settlement Date;
    - (b) as to the nature, shape, design, final location or layout of the Public Works; and
  - 49.1.7 Special Condition 48 applies to the Public Works with consequential amendments.
- 49.2 The Purchaser must not exercise any Purchaser Rights by reasons of any of the matters contemplated by this Special Condition 49 including not completing the Public Works before the Settlement Date.
- 49.3 The Purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor, the Developer or any person with the authority of the Vendor makes or any planning or other approval required in respect of the Public Works.
- 49.4 The Purchaser indemnifies and will keep indemnified the Vendor against all Loss which the Vendor may suffer due to a breach of this Special Condition 49.
- 49.5 The Vendor reserves the right in its absolute discretion on the timing and scope of delivery and ongoing maintenance of the Public Works.
- 49.6 This Special Condition will not merge on settlement, but will continue in full force and effect.

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## **50. Restrictions as to use**

- 50.1 The Purchaser purchases the Property subject to the Restrictions and must comply with the Restrictions.
- 50.2 The Vendor and Purchaser acknowledge and agree that:
- 50.2.1 if the Purchaser fails to comply with all or any of the Restrictions and fails to remedy the breach in accordance with Special Condition 50.2.3, the Purchaser grants the Vendor a licence to enter the Property for the purposes of rectifying the Purchaser's breach of the relevant Restriction;

- 50.2.2 if required by the Vendor at the Vendor's sole discretion, the Purchaser must promptly pay or reimburse the Vendor on request, the costs incurred by the Vendor in remedying the Purchaser's breach of any Restriction; and
- 50.2.3 the Vendor must not exercise its rights under Special Condition 50.2.1, unless and until the Vendor provides the Purchaser with at least 14 days prior written notice, advising the Purchaser of the particular Restriction that has been breached and providing the Purchaser with 14 days in which to remedy the breach of the Restrictions.
- 50.3 So long as the Vendor is the owner or occupier of any part or parts of the Development:
  - 50.3.1 the Purchaser unconditionally and irrevocably assigns to the Vendor the benefit of the Purchaser's right as a benefited lot owner on the Plan to enforce the Restrictions against other lot owners on the Plan; and
  - 50.3.2 the Purchaser must, if requested by the Vendor, permit the Vendor to exercise the Purchaser's rights as a benefited lot owner on the Plan in the name of the Purchaser. The Purchaser must do all things reasonably required by the Vendor, at the Vendor's reasonable cost, to enable the Vendor to exercise the Purchaser's rights.

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## 51. Fibre Optic Network

- 51.1 The Purchaser must adopt and ensure compliance with the Fibre Optic Building Ready Specifications and appropriate building wiring specifications when constructing a Dwelling on the Property.
- 51.2 The Purchaser acknowledges that:
  - 51.2.1 the Fibre Optic Building Ready Specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
  - 51.2.2 failure to comply with the Fibre Optic Building Ready Specifications will either:
    - (a) prevent connection to the Network Infrastructure; or
    - (b) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

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## 52. Community Infrastructure Levy

- 52.1 For the purposes of this Special Condition 52, **Community Infrastructure Levy** means the levy imposed by a relevant Authority in respect to the building works constructed or to be constructed on the Land.
- 52.2 The Purchaser acknowledges that the Community Infrastructure Levy is payable in respect of any building works to be constructed on the Land.
- 52.3 The Purchaser agrees that any Community Infrastructure Levy is payable by the Purchaser and is not an adjustable outgoing.
- 52.4 The Purchaser must not exercise any Purchaser Rights in relation to any matter referred to in this Special Condition 52.

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53. **Marketing materials**

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or prospective Dwellings at the Development (including without limitation in any display village) contained in any display suite or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display suite or other marketing material in entering into this Contract.

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**Part 6**                      **General**

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**54.        Electronic exchange**

- 54.1        This Special Condition only applies if the 'Yes' box in the section of Schedule 1 to the Particulars of Sale marked 'electronic exchange' has been ticked.
- 54.2        The Vendor and Purchaser acknowledge and agree that this Contract will be executed and entered into using electronic means.
- 54.3        The Purchaser acknowledges and agrees that it received and reviewed an entire copy of the Vendor's Statement (duly signed by the Vendor in accordance with the Sale of Land Act) and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.
- 54.4        The parties acknowledge and agree that the execution and exchange of this Contract will be effected as follows:
- 54.4.1        first, the Purchaser will execute the Vendor's Statement and then this Contract by way of electronic signature;
- 54.4.2        second, the Vendor will execute this Contract by way of an electronic signature;
- 54.4.3        third, this Contract will be exchanged by email or other electronic means; and
- 54.4.4        lastly, a copy of this Contract as executed and exchanged will be provided to the parties.
- 54.5        If, at any time, as a result of this Contract being entered into using electronic means this Contract or any of its terms and conditions are invalid or unenforceable or the Vendor or Purchaser are not bound by them, the parties agree to execute and exchange printed copies of this Contract and Vendor's Statement (in the same form and with the same day of sale as set out in this document) and to take such other steps or provide such assurances as are reasonably necessary to satisfy the Vendor's financier that this Contract is binding upon the parties and enforceable.
- 54.6        If, at any time, as a result of this Contract being entered into using electronic means the Vendor is advised or reasonably believes that it will be unable to obtain sufficient finance for and to carry out the Development, the parties agree to execute and exchange printed copies of this Contract and Vendor's Statement (in the same form and with the same day of sale as set out in this document) and to take such other steps or provide such assurances as are reasonably necessary to satisfy the Vendor's financier that this Contract is binding upon the parties and enforceable.
- 54.7        Nothing in this Special Condition prevents or restricts the parties from executing and exchanging physical copies of this Contract.
- 54.8        If the Purchaser fails to comply with Special Conditions 54.5 and/or 54.6, the Purchaser appoints the Vendor's Solicitor as its attorney to execute two printed copies of this Contract on the Purchaser's behalf.
- 54.9        The Purchaser must not exercise any Purchaser Rights in respect of any matter contemplated in this Special Condition.

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**55. Execution of necessary documents**

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

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**56. Capacity of Trustee****56.1 Capacity**

The Trustee enters into this Contract only in its capacity as Trustee of the Trust Property, and in no other capacity.

**56.2 Limitation of liability of Trustee**

56.2.1 The Trustee's liability to any person in connection with this Contract (or any transaction in connection with it) is limited, and can be enforced against the Trustee, only to the extent to which both the following apply:

- (a) the liability can be satisfied out of the Trust Property by the Trustee exercising its right of indemnity out of the Trust Property; and
- (b) the Trustee is actually indemnified for the liability.

56.2.2 Payment by the Trustee of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Trustee of that liability.

56.2.3 If any other party to this Contract does not recover all money owing to it arising from non-performance of the Trustee's obligations under this Contract by enforcing the rights referred to in Special Condition 56.2.1, it may not seek to recover the shortfall by either of the following:

- (a) bringing proceedings against the Trustee in its personal capacity; or
- (b) applying to have the Trustee wound up or proving in the winding up of the Trustee.

56.2.4 This Special Condition 56.2 applies despite anything else in this Contract but subject to Special Condition 56.3.

**56.3 When the limitation does not apply**

The limitation under Special Condition 56.2 does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Trust Property either as a result of the Trustee's fraud, negligence, wilful default, or by operation of law. To the extent that an act or omission is caused or contributed to by any other person, that act or omission is not fraud, negligence or wilful default by the Trustee for the purposes of this Special Condition 56.3.

**56.4 Liability must be limited**

The Trustee is not obliged to do nor not do anything in connection with this Contract (including enter into any other document or transaction or incur any liability) unless the Trustee's liability is limited in a manner which is consistent with this Special Condition 56.

## 56.5 Definitions

In this Special Condition:

**Trust** means the Greenvale Investment Option Unit Trust. **##TBC**

**Trust Property** means, all of the Trustee's present and future rights, property and undertaking which are the subject of the Trust of whatever kind and wherever situated.

**Trustee** means Solovey (Greenvale) Pty Ltd ACN 637 795 950.

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## 57. Trust

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

- 57.1 the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 57.2 the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;
- 57.3 if the trustee is an individual, that signatory is personally liable under this Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser;
- 57.4 the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 57.5 the Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

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## 58. Indemnity

Subject to any provision to the contrary in this Contract, the Purchaser must indemnify and keep indemnified the Vendor against all Loss of any nature whatsoever which the Vendor may suffer, sustain or incur on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring on the Property.

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## 59. Non-merger

Any provisions of this Contract that bind the Purchaser and are capable of continued operation after settlement of this Contract (including all indemnities), do not merge on settlement but rather continue in full force and effect.

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## 60. Whole agreement

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



Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

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**61. Counterparts and electronic execution**

**61.1 Counterparts**

This Contract may be executed in counterparts, all of which taken together constitute one document.

**61.2 Consent to electronic execution**

This Contract, any Guarantee, any nomination deed, or any other document contemplated by this Contract, and any document amending or relating to any of those documents, may be signed by any party to it by electronic means where permitted by Law. The Vendor and each other party consents to that party signing by electronic means.

**61.3 Counterpart if electronic execution used**

The parties agree that if any party signs any document under Special Condition 61.2, then:

61.3.1 an electronic form of that document with that party's electronic signature(s) appearing will constitute an executed counterpart; and

61.3.2 a print-out of that document with that party's electronic signature(s) appearing will also constitute an executed counterpart.

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**62. Personal Information**

**62.1 In this Special Condition:**

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

(j) any consolidation, amendment, re-enactment or replacement of any of them; and

(k) the Australian Privacy Principles under that Act.

**Personal Information** has the meaning given to that term in the Privacy Act.

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

62.2.1 for entering into, administering and completing this Contract and any development by the Vendor referred to in this Contract;

62.2.2 for planning, marketing and product development by the Vendor or a Related Body Corporate including in relation to a development other than the Development;

62.2.3 to comply with the Vendor's obligations or to enforce its rights under this Contract;

62.2.4 to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land

owners to comply with their obligations and to enforce their rights in relation to fencing);

- 62.2.5 to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which may affect the Property;
- 62.2.6 to service providers engaged by the Vendor, such as legal advisers, financial advisers, information technology and data storage providers, market research organisations, mail houses and delivery companies;
- 62.2.7 to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract or takes or proposes to take an assignment or novation of the Vendor's rights under this Contract;
- 62.2.8 to any of the Vendor's and/or the Developer's financiers and those financiers' advisers; and
- 62.2.9 in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

62.3 The Vendor's Privacy Policy can be found at: <https://solovey.com.au/privacy-policy/>

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### 63. Commercial interests

- 63.1 The Vendor discloses, and the Purchaser acknowledges and agrees that all of the provisions in this Contract, including the provisions listed below in Special Condition 63.2, are reasonably necessary to protect the Vendor's legitimate interests by:
  - 63.1.1 providing the Vendor with sufficient flexibility in the design, planning, construction and management of the Development due to the Development being at a stage where the Vendor has no certainty as to design and construction constraints; and
  - 63.1.2 ensuring that the Vendor has sufficient flexibility under this Contract if the economic viability of the Development for the Vendor is affected by anything including changes in market conditions, construction costs or other matters.
- 63.2 Without limiting the operation of Special Condition 63.1, the parties agree that Special Conditions 7, 8, 9, 10, 11, 12, 13, 15, 19, 20, 22, 23, 27, 36, 37, 38, 39, 41, 42, 43, 44 and 46 of this Contract are reasonably necessary to protect the Vendor's legitimate interests for the reasons stated in Special Condition 63.1.

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### 64. Capacity of Vendor signatories

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

- 64.1 the Attorney executes the Relevant Document as attorney of the Vendor, and not in its personal capacity, and does not assume personal liability under any warranty or obligation of the Vendor in the Relevant Document;
- 64.2 it releases the Attorney from any personal liability whatsoever, and covenants with the Attorney not to seek to bring proceedings against the Attorney in its personal capacity;

- 64.3 it waives all Purchaser Rights in relation to the matters raised in this Special Condition; and
- 64.4 it will indemnify the Attorney against any Claim against the Attorney or any Loss that the Attorney may suffer as a result of a breach of this Special Condition by the Purchaser.

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## Annexure A      Guarantee and Indemnity

To:            Solovey (Greenvale) Pty Ltd ACN 637 795 950 (**Vendor**)

By:            the guarantors named in the schedule (**Guarantors**)

**In consideration** of the Vendor entering into the contract of sale as detailed in the schedule (**Contract**) with the purchaser named in the schedule (**Purchaser**) at our request, we the Guarantors jointly and severally **guarantee and indemnify** you as follows:

1.            The Guarantors will pay you on demand by you all amounts payable under the Contract which are not paid by the Purchaser within the time prescribed in the Contract for payment whether or not demand for those amounts has been made by you on the Purchaser.
2.            The Guarantors will observe and perform on demand by you all covenants and obligations binding the Purchaser with which the Purchaser has failed to comply within the time prescribed in the Contract, whether or not demand for such observance or performance has been made by you on the Purchaser.
3.            You may without affecting this guarantee and indemnity:
  - 3.1          grant time or other indulgence to or compound or compromise with or release the Purchaser or any person or corporation who is liable jointly with the Guarantors or either of them in respect of any other guarantee or security; or
  - 3.2          release, part with, abandon, vary, relinquish, or renew in whole or in part any security document of title asset or right held by you.
4.            All amounts you receive from the Purchaser, including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any amounts so received, until the Guarantors have paid the total indebtedness of the Purchaser.
5.            If the Purchaser is liquidated, the Guarantors authorise you to prove for all moneys which the Purchaser has paid under this Contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have been paid in full in respect of the Purchaser's indebtedness to you. The Guarantors in your favour waive all rights against you and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee and indemnity.
6.            Your remedies against the Guarantors are not affected by any security held or taken by you in relation to the Purchaser's indebtedness being void or defective or informal.
7.            The Guarantors indemnify you against any loss you may suffer as a result of:
  - 7.1          the Purchaser exceeding its powers or going into liquidation; and
  - 7.2          interest ceasing to accrue and be payable after the Purchaser goes into liquidation.
8.            All demands and notices under this guarantee and indemnity must be made in writing signed by you or by any director, manager or secretary of you and (in addition to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter

addressed to their last known addresses in Victoria. Any notice served by post will be deemed to have been served the next business day after the date of posting.

9. As a separate and severable covenant, the Guarantors agree to indemnify you:
  - 9.1 against the non-payment by the Purchaser of any amounts due under the Contract (including interest due on overdue instalments or principal); and
  - 9.2 in respect of all costs, charges and expenses you incur as a result of any default on the part of the Purchaser under the Contract.
10. This guarantee and indemnity will not be terminated by the death of any of us and will bind our respective legal personal representatives and will endure for the benefit of you and your successors and assigns.
11. In this guarantee and indemnity, 'Guarantors' means the guarantors or any of them and where the context permits refers to the Guarantors jointly and severally.
12. This guarantee and indemnity is governed by the law applying in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.
13. This guarantee and indemnity may be executed in counterparts, all of which taken together constitute one document.
14. A party may sign this guarantee and indemnity, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.
15. The parties agree that if any party signs this guarantee and indemnity under clause 14, then:
  - 15.1 an electronic form of this guarantee and indemnity with that party's electronic signature(s) appearing will constitute an executed counterpart; and
  - 15.2 a print-out of this guarantee and indemnity with that party's electronic signature(s) appearing will also constitute an executed counterpart.

## SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor on the **Day of Sale** for the purchase of the Property.

2. Property: Lot/s «LotNumber», «Address»

### 3 Purchaser Name

Purchaser 1 «Purchaser1.Name» «**Purchaser1.ACN**» «Purchaser1.Address»

Purchaser 2 «Purchaser2.Name» «**Purchaser2.ACN**» «Purchaser2.Address»

Purchaser 3 «Purchaser3.Name» «**Purchaser3.ACN**» «Purchaser3.Address»

Purchaser 4 «Purchaser4.Name» «**Purchaser4.ACN**» «Purchaser4.Address»

### 4 Guarantor Name

Purchaser 1 Guarantor(s) «Purchaser1.Guarantor1.Name» «Purchaser1.Guarantor1.Address»  
«Purchaser1.Guarantor2.Name» «Purchaser1.Guarantor2.Address»

Purchaser 2 Guarantor(s) «Purchaser2.Guarantor1.Name» «Purchaser2.Guarantor1.Address»  
«Purchaser2.Guarantor2.Name» «Purchaser2.Guarantor2.Address»

Purchaser 3 Guarantor(s) «Purchaser3.Guarantor1.Name» «Purchaser3.Guarantor1.Address»  
«Purchaser3.Guarantor2.Name» «Purchaser3.Guarantor2.Address»

Purchaser 4 Guarantor(s) «Purchaser4.Guarantor1.Name» «Purchaser4.Guarantor1.Address»  
«Purchaser4.Guarantor2.Name» «Purchaser4.Guarantor2.Address»

**Executed** as an agreement on the date by which all parties have signed this Guarantee and Indemnity

**Signed** by «Purchaser1.Guarantor1.Name»

.....  
Signature  
Date

**Signed** by «Purchaser1.Guarantor2.Name»

.....  
Signature  
Date

**Signed** by «Purchaser2.Guarantor1.Name»

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Signature  
Date

**Signed** by «Purchaser2.Guarantor2.Name»

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Signature  
Date

**Signed** by «Purchaser3.Guarantor1.Name»

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Signature  
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**Signed** by «Purchaser3.Guarantor2.Name»

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Signature  
Date

**Signed** by «Purchaser4.Guarantor1.Name»

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Signature  
Date

**Signed** by «Purchaser4.Guarantor2.Name»

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Signature  
Date

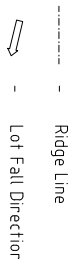
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## **Annexure B      Plan of Surface Level Works**

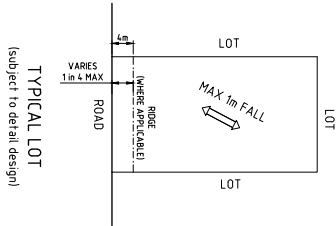


PRELIMINARY DRAWING ONLY

This plan is yet to be approved by the Responsible Authority and accordingly is subject to change.  
Furthermore all the information provided on this plan is subject to change pending detail design.

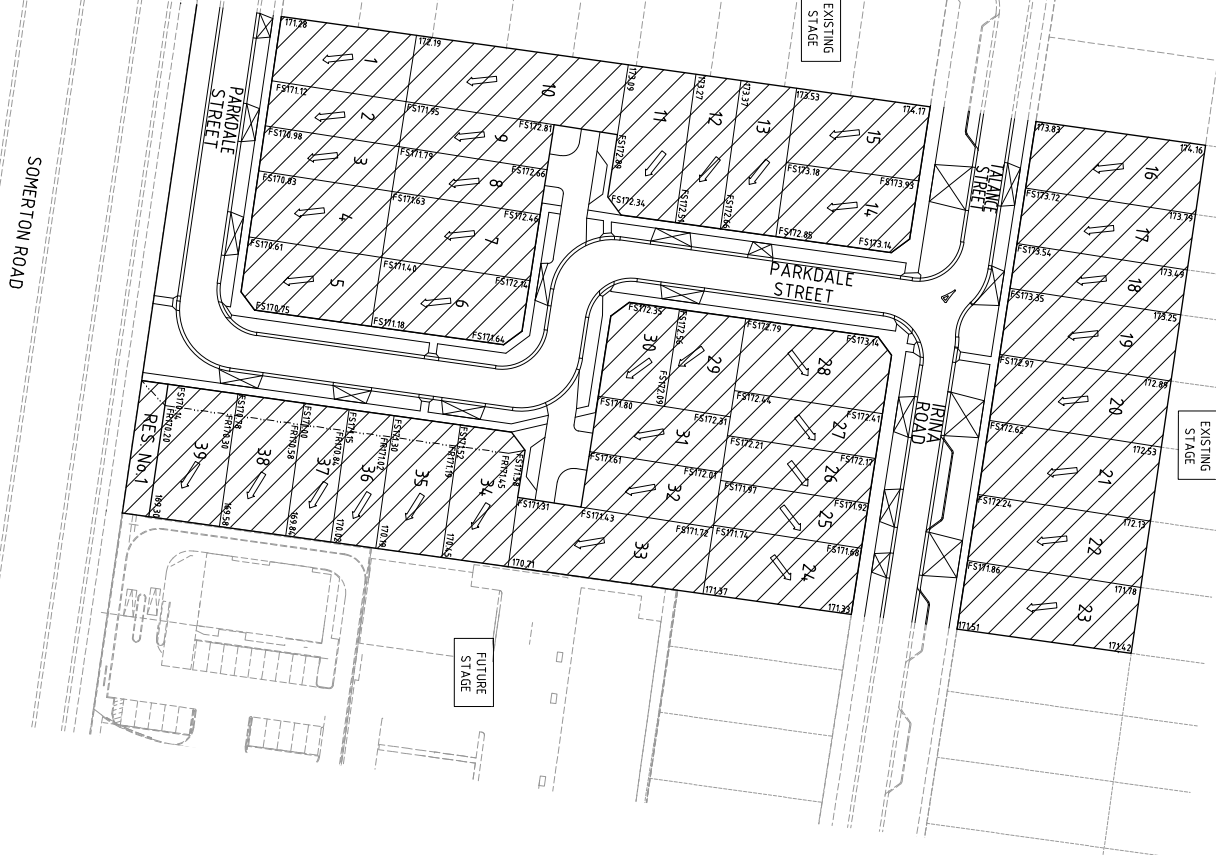


- NOTES
- CUT/FILL AREAS ARE SHADED AS FOLLOWS
  - FILLING MAY BE PLACED ON LOTS DURING CONSTRUCTION. THE FILLING SHOWN RELATES ONLY TO FILL PLACED DURING CONSTRUCTION. THE FILLING SHOWN DOES NOT REPRESENT THE PLANNING REPORT FOR THIS SUBDIVISION.
  - FILL AREAS ARE TO BE STRIPPED OF TOPSOIL, FILLER BEING APPROVED CLAY AND TOPSOIL, BEING AIDED TO OBTAIN FINAL FILL LEVELS AS SHOWN ON APPROVED ENGINEERING PLANS. ALL FILLING IS TO BE CARRIED OUT IN SHIMM LAYERS AND ACCORDING TO THE SPECIFICATIONS OF THE RESPONSIBLE AUTHORITY IN ACCORDANCE WITH AS3798:2007 GUIDELINES ON EARTHWORKS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS WHERE FILL TYPES BEING NORMALING THE EXTENT OF THE FILL PLACED ITS COMFORMANCE WITH THE SPECIFICATION AND ITS CLASSIFICATION AS CONTROLLED FILL.
  - THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL IMPORTED FILL MATERIAL, INCLUDING TOPSOIL, SATISFIES THE REQUIREMENTS OF THE SPECIFICATION AND ITS CLASSIFICATION AS CONTROLLED FILL. THE CONTRACTOR SHALL PROVIDE VERIFICATION INCLUDING TEST RESULTS TO THE COUNCIL CHIEF EXECUTIVE OFFICER OR THEIR REPRESENTATIVE.
  - LOTS TO BE GRADED TO THE SATISFACTION OF THE COUNCIL CHIEF EXECUTIVE OFFICER OR THEIR REPRESENTATIVE.
  - DURING CONSTRUCTION LOTS MAY BE GRADED TO ELIMINATE SURFACE IRREGULARITIES AND TOPDRESSED TO A DEPTH OF 50mm.
  - DURING CONSTRUCTION STORMWATER DRAINS AND SEWERS WILL BE EXCAVATED AND REFILLED WITHIN EASEMENTS.



SOMERTON ROAD

PARKDALE STREET



|  |  |  |   |  |  |
|--|--|--|---|--|--|
| Drawing No. 21055-100  |  |  | 690 SOMERTON RD, GREENVALE  |  |  |
| Revision: B  |  |  | HUME CITY COUNCIL   |  |  |
| Sheet No. 01 of 01   |  |  | PRELIMINARY ENGINEERING PLAN  |  |  |
| Scale @ A1 0 5 10 20   |  |  | SUBJECT TO COUNCIL APPROVAL   |  |  |
| © Urban Design and Management Pty Ltd<br>AW/23 224 145 136   |  |  |   |  |  |
| Designed<br>M. ROSSITO   |  |  | DATE<br>NOVEMBER 2022   |  |  |
| Checked<br>T. PHILLIPS   |  |  | APPROVED<br>T. MILUNOVIC  |  |  |
| Urban Design and Management Pty Ltd<br>P.O. Box 468 Sunbury 3429<br>Phone: +61 3 9971 6300   Fax: +61 3 9971 6399<br>Office 1, Level 1, 114 Evans Street, Sunbury, VIC, 3429 |  |  | Project Management   Land Development   Civil Engineering<br>Traffic and Transport Engineering   Urban Design |  |  |
| 178 KT   |  |  | Preliminary Plan<br>Not to be used for construction   |  |  |
| North Arrow  |  |  | Proposed  |  |  |
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## Annexure C      Nomination Deed

Relating to a Contract between:

|   |   |
|---|---|
| Vendor:   | Solovey (Greenvale) Pty Ltd ACN 637 795 950 |
| Purchaser:<br>and/or nominee  |   |
| Property:   |   |
| Nominee:  |   |
| Nominee's address:  |   |
| Nominee's email:  |   |
| Nominee's telephone number:   |   |
| Nominee's legal practitioner or<br>conveyancer ( <i>name and<br/>address</i> ): |   |
| Guarantor:  |   |

1. Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property in [substitution for/addition to] the Purchaser.
2. This deed operates as a deed poll by the Purchaser and the Nominee in favour of the Vendor and may be relied on and enforced by the Vendor in accordance with its terms even though the Vendor is not a party to it.
3. The Purchaser and the Nominee acknowledge that, from the date of this deed, they will be jointly and severally liable for:
  - 3.1 the due performance of the Purchaser's obligations under the Contract; and
  - 3.2 payment of any expenses resulting from the nomination under this deed (including any duty).
4. The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.
5. The Purchaser and the Nominee warrant to the Vendor that the Nominee [is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property] [has prior to the date of this deed obtained FIRB approval pursuant to the *Foreign Acquisitions and Takeovers Act 1975* (Cth) for the

acquisition of the Property, a copy of which is attached to this deed~~[[##Delete as appropriate]]~~.

6. The Purchaser and the Nominee agree that if the warranty in clause 5 of this deed is breached, the Purchaser and the Nominee must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.
7. The Nominee indemnifies the Vendor from and against all loss and damage the Vendor may suffer or incur if the:
  - 7.1 Purchaser fails to comply with any of its obligations under the Contract; and/or
  - 7.2 Nominee fails to comply with any of its obligations under this deed.
8. The Nominee covenants to reimburse to the Vendor all reasonable costs it incurs in connection with advice from its legal representative on the warranties and indemnities given by the Nominee under this deed. The Nominee acknowledges that the amount of those costs as stated in the Contract are reasonable and payable by it under this deed.
9. This deed may be executed in counterparts, all of which taken together constitute one document.
10. A party may sign this deed, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.
11. The parties agree that if any party signs this deed under clause 10, then:
  - 11.1 an electronic form of this deed with that party's electronic signature(s) appearing will constitute an executed counterpart; and
  - 11.2 a print-out of this deed with that party's electronic signature(s) appearing will also constitute an executed counterpart.

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

**Purchaser(s)**

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

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print full name

.....  
Print full name

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

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

..... Print full name

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

.....  
Witness

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

.....  
Witness

#### **Nominee(s)**

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

..... Signature of Director/Company Secretary

.....  
Signature of Director

..... Print full name

.....  
Print full name

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

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

..... Print full name

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

.....  
Witness

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

.....  
Witness

**Guarantor(s)**

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

.....  
Witness

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

.....  
Witness



## Maddocks

Lawyers  
Collins Square | Tower Two  
Level 25, 727 Collins St |  
Melbourne Victoria Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

## Vendor's Statement [##Development name TBC]

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

|   |
|---|
| Land  |
| Lot , 690 Somerton Road, Greenvale, Victoria 3059 |

|                    |   |                  |
|--------------------|---|------------------|
| Vendor's name      | Solovey (Greenvale) Pty Ltd ACN 637 795 950     | Date .../.../... |
| Vendor's signature | .....<br>Pursuant to power of attorney dated ## |                  |

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

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

## **1. Financial matters**

### **1.1 Outgoings**

Details concerning any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of them are contained in the attached certificates.

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

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

1.1.1 the Purchaser's proportion of outgoings at settlement and land tax will be calculated from the day of sale in accordance with the proportion that the area of the lot bears to the total area shown of all lots on the Plan in respect of which the outgoings are assessed; and

1.1.2 the Community Infrastructure Levy.

Upon completion of the subdivision of the land there will be a supplemental valuation for rating purposes which will result in a separate rate being assessed after settlement of the Property.

Total outgoings the Purchaser will be liable for after settlement of the Property (after settlement adjustments) do not exceed **\$3,000 to \$8,000** plus GST per annum. **##TBC**

## **2. Insurance details**

### **2.1 Owner - Building**

Particulars of any required insurance under the *Building Act 1993* applying to a residence on the land that was constructed by an owner-builder within the preceding 6 years and 6 months and s 137B *Building Act 1993* applies: Not applicable.

## **3. Land use**

### **3.1 Easements, covenants or other similar restrictions**

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

3.1.1 set out in the attached copies of title documents;

3.1.2 the restrictions created by proposed plan of subdivision PS905397Y;

3.1.3 the sewer shown on the attached copy Yarra Valley Water information statement;

3.1.4 the requirements of planning permit no. P24342 dated 28 June 2022, a copy of which is attached to this Vendor's Statement; and

3.1.5 any agreements under section 173 of the *Planning and Environment Act 1987* between the Vendor and the Hume City Council that the Vendor is required to enter into before registration of the plan.

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

### **3.2 Designated bushfire-prone area**

As per the attached report the land is not in a designated bushfire-prone area.

### **3.3 Planning**

Details of any planning instruments affecting the land, are as follows:

Contained in the attached certificate.

## **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 contained in the attached certificates and/or statements.

Hume City Council Planning Permit number P24342 dated 28 June 2022.

Melbourne Strategic Assessment (MSA) Notice no. AT390547J under section 45 of the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic).

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

### **4.2 Livestock disease or agricultural chemicals**

Particulars of any notices, property, managements plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

None to the vendor's knowledge.

### **4.3 Compulsory acquisition**

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

None to the vendor's knowledge. **##Description of easement E-2 on proposed plan to be discussed**

## **5. Building permits**

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land)

Not applicable.



**6. Non connected services**

The following services are not connected to the land.

- electricity supply;
- gas supply;
- water supply;
- sewerage; and
- telephone services.

The Purchaser is responsible for arranging the connection of any services that are not connected and any fees charged for those connections.

**7. Evidence of title**

Attached are copies of the following:

- 7.1 Register Search Statement for certificate of title volume 8654 folio 416;
- 7.2 Registered plan of subdivision LP53814; and
- 7.3 Solicitors' certificate signed by David Hartney.

**8. Subdivision****8.1 Unregistered subdivision**

Attached is a copy of the latest version of the plan of subdivision PS905397Y which has not yet been certified.

**8.2 Further subdivision**

Attached is a copy of a master plan for the Development, which remains subject to change.



### Attachments

1. Due Diligence Checklist
2. Proposed plan of subdivision PS905397Y
3. Register search statement for certificate of title volume 8654 folio 416
4. Registered plan of subdivision LP53814
5. MSA Application to Record Notification under Section 45 of the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic) AT390547J
6. Solicitor's certificate signed by David Hartney
7. Planning Certificate
8. Planning Property Report
9. Hume Land Information Certificate
10. State Revenue Office Land Tax Certificate
11. Yarra Valley Water Information Certificate
12. Southern Rural Water Information Certificate
13. State Revenue Office Growth Areas Infrastructure Contribution (GAIC) Certificate
14. Hume Building Approval 326(1) Certificate
15. Hume Building Approval 326(2) Certificate
16. VicRoads Certificate
17. Heritage Certificate
18. Environmental Protection Authority Priority Sites Register Certificate
19. Catchment and Land Protection (Section 90) Certificate
20. National Trust of Australia (Victoria) Certificate
21. Aboriginal Heritage Certificate
22. Planning Permit P24342
23. Development Masterplan

# Due Diligence Checklist



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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

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

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

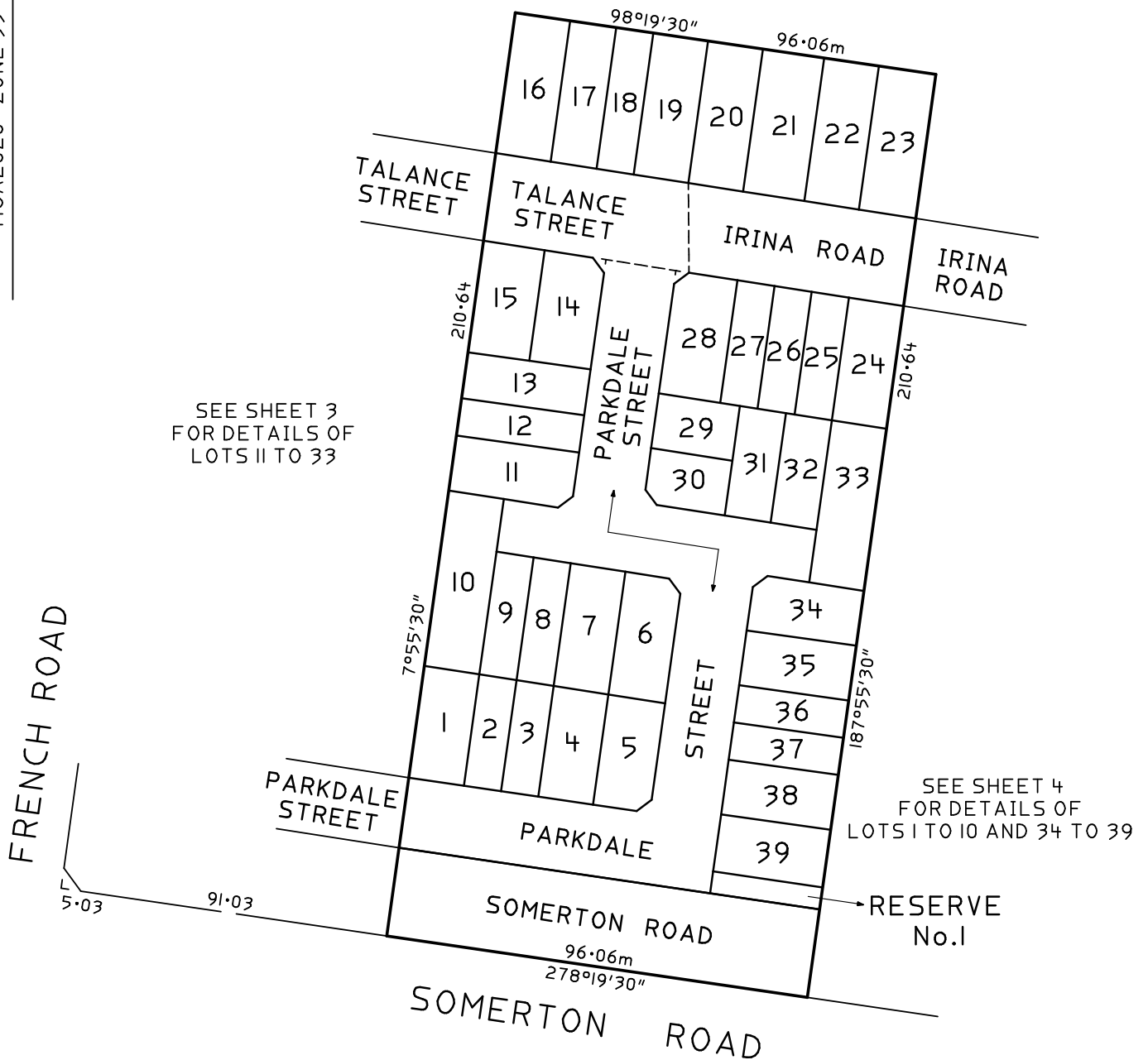
## **Buyers' rights**

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

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

|  |                     |                              |                              |   |                         |           |              |
|--|---------------------|------------------------------|------------------------------|---|-------------------------|-----------|--------------|
| PLAN OF SUBDIVISION  |                     |                              |                              | EDITION I   |                         | PS905397Y |              |
| <div>Location of Land</div> <div>Parish: YUROKE</div> <div>Township:</div> <div>Section: 9</div> <div>Crown Allotment:</div> <div>Crown Portion: 0 (PART)</div> <div>Title Reference: Vol. 8654 Fol. 416</div> <div>Last Plan Reference: LOT 9 ON LP53814</div> <div>Postal Address: 690 SOMERTON ROAD, GREENVALE</div> <div>(at time of subdivision) VIC 3059</div> <div>MGA2020 Co-ordinates: E: 313550 Zone: 55</div> <div>(of approx centre of land in plan) N: 5832600 GDA 2020</div> |                     |                              |                              | <div>Council Name: HUME CITY COUNCIL</div> <div>EXPLANATORY NOTE</div> <div>Warning: This plan is unregistered.</div> <div>This plan was prepared to be certified by Council and to be registered by the Registrar of Titles. As alterations may be required by Council and the Registrar of Titles prior to registration, Peyton Waite Pty. Ltd. accepts no responsibility whatsoever for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan for any other reason.</div> <div>This plan must not be reproduced except:</div> <div>a) From the original held by Peyton Waite Pty. Ltd. and</div> <div>b) Unless the reproduction includes this note.</div> |                         |           |              |
| VESTING OF ROADS AND/OR RESERVES   |                     |                              |                              | NOTATIONS   |                         |           |              |
| Identifier   |                     | Council/Body/Person          |                              | <div>Number of lots: 39</div> <div>Area of stage: 2.023ha</div> <div>Lots 2, 3, 8, 9, 12, 13, 18, 25, 26, 27, 29, 30, 31, 32, 36 &amp; 37 are defined as Type A lots under the Small Lot Housing Code.</div> <div>Other purpose of plan:</div> <div>1. Creation of Restriction (see sheet 5)</div> <div>2. To remove the sewerage easement and rights as setout MCP No. AA3706 pursuant to Schedule 5, Clause 14 of the Road Management Act 2004.</div>   |                         |           |              |
| ROADS R1   |                     | HUME CITY COUNCIL            |                              |   |                         |           |              |
| ROAD R2  |                     | HEAD, TRANSPORT FOR VICTORIA |                              |   |                         |           |              |
| RESERVE No.1   |                     | HUME CITY COUNCIL            |                              |   |                         |           |              |
|  |                     |                              |                              |   |                         |           |              |
| NOTATIONS  |                     |                              |                              |   |                         |           |              |
| Depth Limitation does not apply  |                     |                              |                              |   |                         |           |              |
| <div>SURVEY:</div> <div>This plan is based on survey.</div> <div>STAGING:</div> <div>This is not a staged subdivision.</div> <div>Planning Permit No. P24342</div> <div>This survey has been connected to permanent marks No(s).</div> <div>In Proclaimed Survey Area No.</div>  |                     |                              |                              |   |                         |           |              |
| EASEMENT INFORMATION   |                     |                              |                              |   |                         |           |              |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  |                     |                              |                              |   |                         |           |              |
| Easement Reference   | Purpose             | Width (Metres)               | Origin                       | Land Benefited/In Favour Of   |                         |           |              |
| E-1  | DRAINAGE & SEWERAGE | 2.43                         | LP53814                      | LOTS ON LP53814   |                         |           |              |
| SURVEYORS NAME: MALCOLM JOHN PERRIAM   |                     |                              |                              |   |                         |           |              |
| SURVEYORS FILE REF: I1578/02   |                     |                              |                              |   |                         |           |              |
| Version No: I  |                     |                              | DATE 19/7/2022 I157802v1.lcd |   |                         |           |              |
| PEYTON WAITE   |                     |                              |                              |   | ORIGINAL SHEET SIZE: A3 |           | SHEET 1 OF 5 |
| CONSULTING LAND SURVEYORS & TOWN PLANNERS  |                     |                              |                              |   |                         |           |              |
| LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079  |                     |                              |                              |   |                         |           |              |
| PHONE 94784933 A.C.N. 004 963 884  |                     |                              |                              |   |                         |           |              |

MGA2020 ZONE 55



SURVEYORS NAME: MALCOLM JOHN PERRIAM

SURVEYORS FILE REF: 11578/02

Version No: 1

1157802vl.lcd

**PEYTON WAITE**

CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS

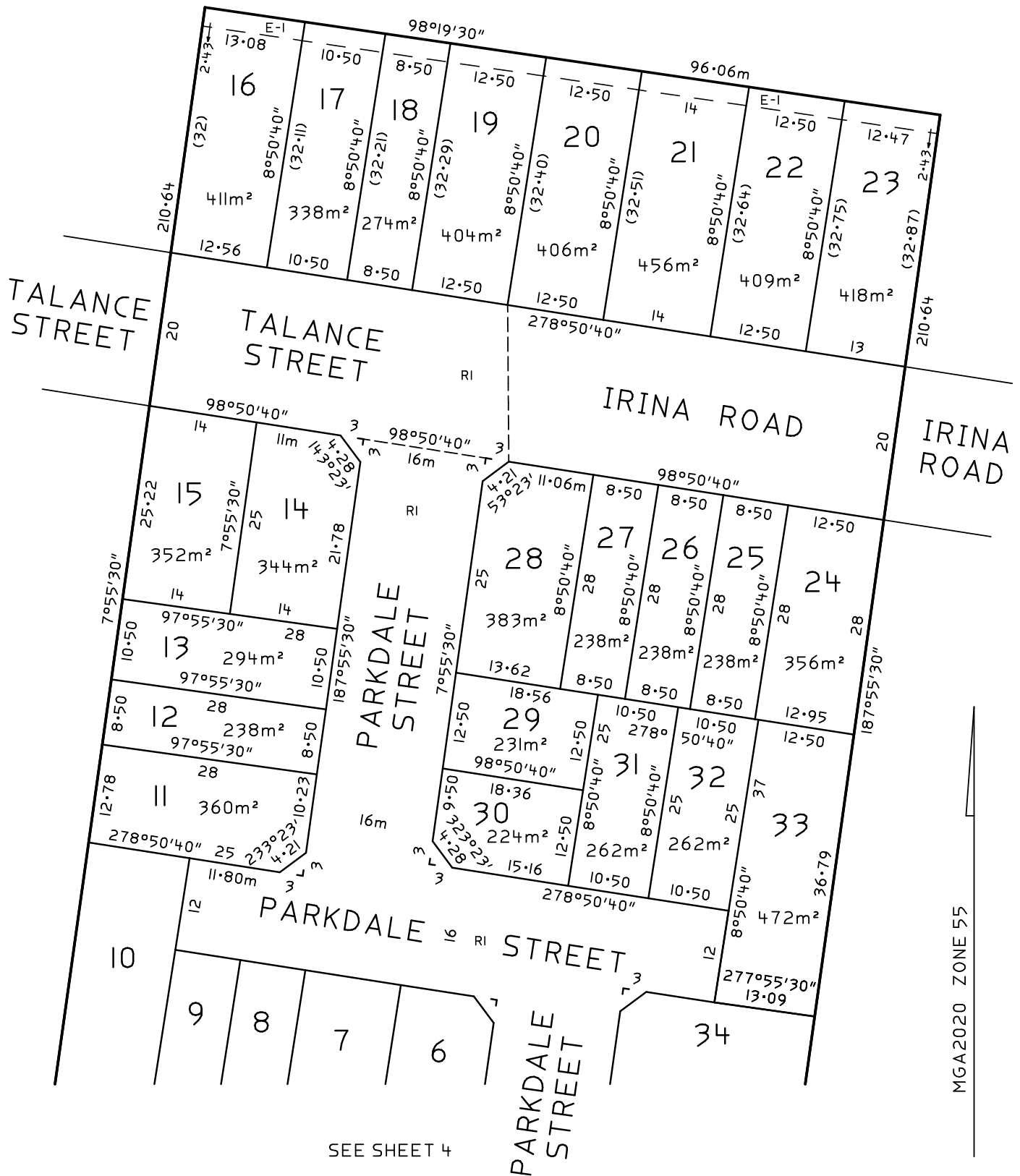
LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079

PHONE 94784933 A.C.N. 004 963 884

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LENGTHS ARE IN METRESORIGINAL SHEET  
SIZE: A3

SHEET 2

SEE SHEET 1 FOR EXPLANATORY NOTE



SURVEYORS NAME: MALCOLM JOHN PERRIAM

SURVEYORS FILE REF: I1578/02

Version No: 1

I157802vl.lcd

**PEYTON WAITE**

CONSULTING LAND SURVEYORS &amp; TOWN PLANNERS

LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079

PHONE 94784933 A.C.N. 004 963 884

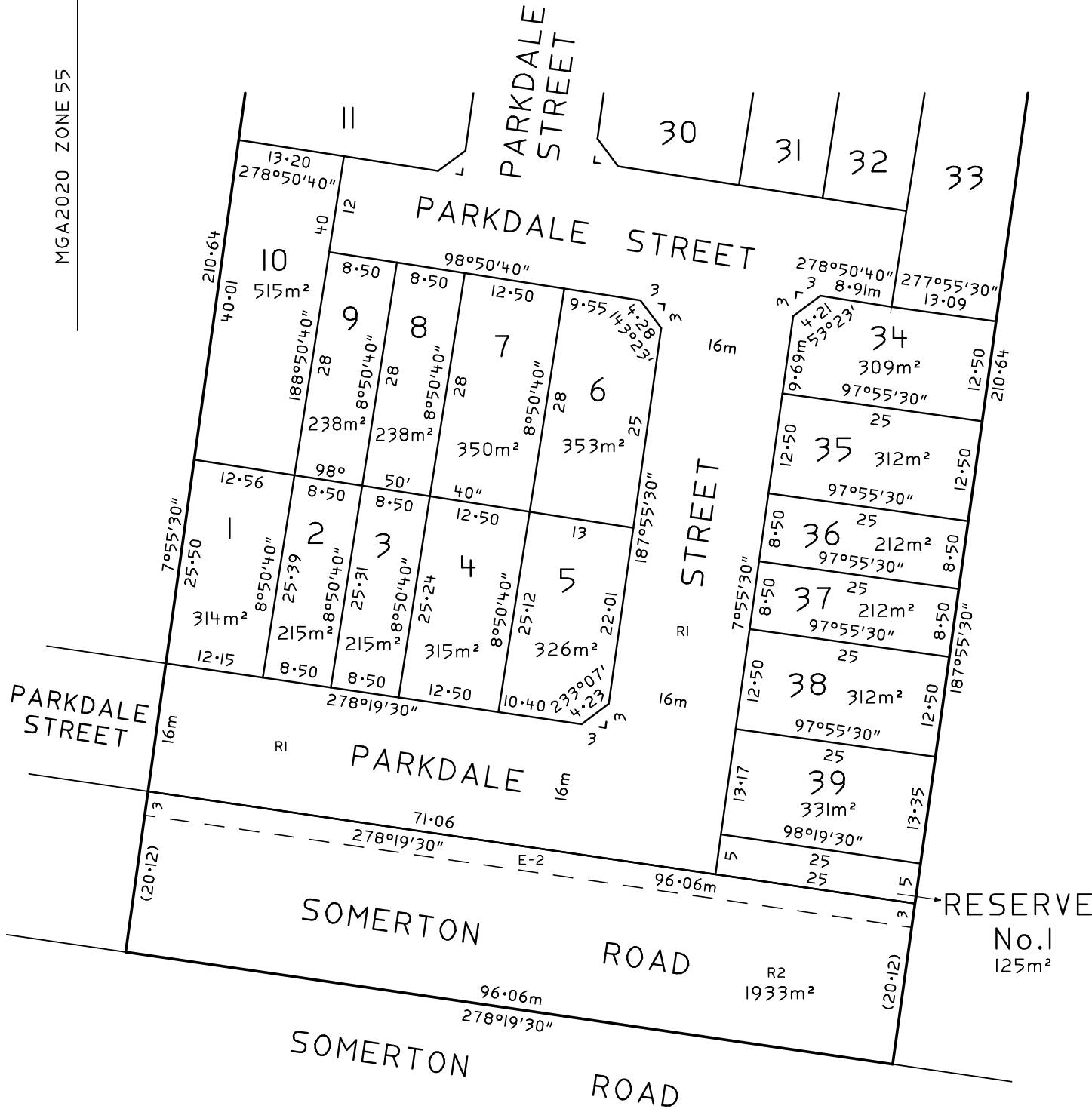
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SIZE: A3

SHEET 3

SEE SHEET 1 FOR EXPLANATORY NOTE

SEE SHEET 3

MGA2020 ZONE 55



SURVEYORS NAME: MALCOLM JOHN PERRIAM  
SURVEYORS FILE REF: I1578/02  
Version No: I I157802vl.lcd

PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079  
PHONE 94784933 A.C.N. 004 963 884

SCALE  
1:500

0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 4

SEE SHEET 1 FOR EXPLANATORY NOTE



CREATION OF RESTRICTION

Upon registration of this plan the following Restrictions shall be created

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

Land to Benefit:            Lots 1 to 39 (all inclusive)

Land to be Burdened:    Lots 2, 3, 8, 9, 12, 13, 18, 25, 26, 27, 29, 30, 31, 32, 36 & 37

Restriction: The burdened land cannot be developed except in accordance with the provisions of the Small Lot Housing Code incorporated in the Hume Planning Scheme.

Expiry date: Ten years after registration of this plan

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

VOLUME 08654 FOLIO 416

Security no : 124100921487K

Produced 06/10/2022 03:03 PM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 053814.  
PARENT TITLE Volume 08634 Folio 672  
Created by instrument C616670 17/10/1966

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
SARKIS SASSINE  
GEORGETTE SASSINE both of 690 SOMERTON ROAD GREENVALE VIC 3059  
AF711671V 13/03/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF958933M 10/07/2008  
WESTPAC BANKING CORPORATION

CAVEAT AV857025Y 15/07/2022

Caveator  
SOLOVEY (GREENVALE) PTY LTD ACN: 637795950  
Grounds of Claim  
PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
17/09/2021  
Estate or Interest  
FREEHOLD ESTATE  
Prohibition  
ABSOLUTELY  
Lodged by  
KING & WOOD MALLESONS  
Notices to  
KING & WOOD MALLESONS of "COLLINS ARCH" LEVEL 27 447 COLLINS STREET  
MELBOURNE VIC 3000

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

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390547J 01/07/2020

DIAGRAM LOCATION

SEE LP053814 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER        | CAVEAT | STATUS     | DATE       |
|---------------|--------|------------|------------|
| AV857025Y (E) |        | Registered | 15/07/2022 |

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

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

Street Address: 690 SOMERTON ROAD GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

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|---|-------------------------|
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| Document Identification                         | <b>LP053814</b>         |
| Number of Pages<br>(excluding this cover sheet) | <b>4</b>                |
| Document Assembled                              | <b>06/10/2022 15:24</b> |

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See sheet 2  
Enlargement No.1 for  
easement details

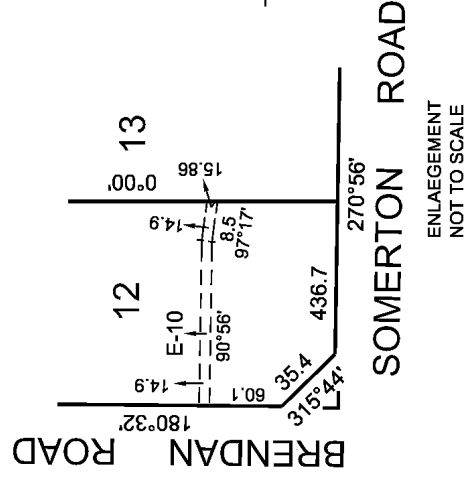
LP 53814  
EDITION 8  
PLAN MAY BE LODGED 1 JUN 1961

PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION 0 SECTION 9  
PARISH of YUROKE

Vol.4422 Fol.343

SCALE : 4 CHAINS TO AN INCH  
DIMENSIONS SHOWN IN LINKS

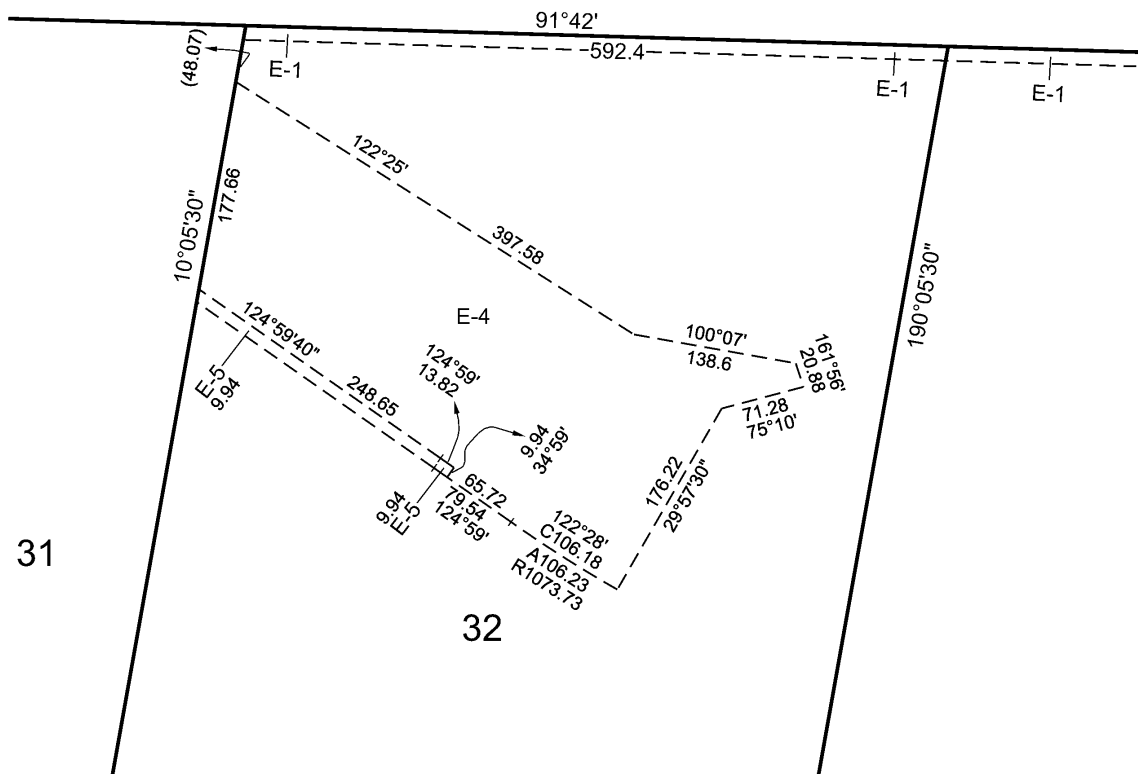
SEE SHEET 3 FOR  
EASEMENT INFORMATION



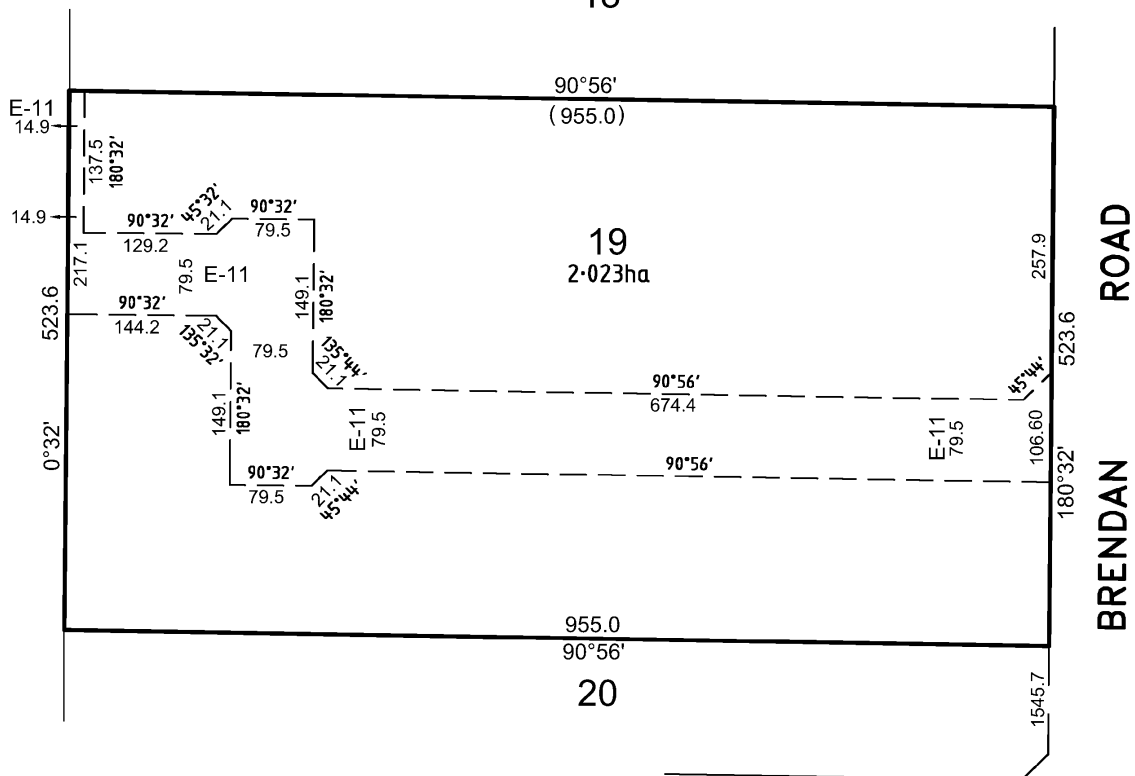
SEE ENLARGEMENT FOR MORE EASEMENT DETAILS

LP53814

ENLARGEMENT No.1  
NOT TO SCALE



18



ENLARGEMENT No.2  
NOT TO SCALE

SOMERTON ROAD

BRENDAN ROAD

LENGTHS ARE IN  
LINKS

SCALE

DEALING / FILE No:  
GOVERNMENT GAZETTE No:

SHEET 2

## SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THIS PLAN.

**LP No: LP53814****EASEMENT INFORMATION**

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

| Easement Reference | Purpose   | Width (Links) | Origin  | Land Benefitted / In Favour Of |
|--------------------|---|---------------|---|--------------------------------|
| E-1                | DRAINAGE & SEWERAGE                               | 12.1          | LP53814   | LOTS ON LP53814                |
| E-2                | WAY & DRAINAGE                                    | SEE DIAG.     | LP53814   | LOTS ON LP53814                |
| E-3                | DRAINAGE & SEWERAGE                               | SEE DIAG.     | LP53814   | LOTS ON LP53814                |
| E-4                | DRAINAGE  | SEE DIAG.     | AS549897G   | HUME CITY COUNCIL              |
| E-5                | SEWERAGE  | SEE DIAG.     | AS549897G   | YARRA VALLEY WATER CORPORATION |
| E-6                | SEWERAGE AND RIGHTS AS SET OUT IN MCP NO. AA3706. | 14.9          | SECTION 130 of the WATER ACT 1989 and SECTION 19 of THE LAND ACQUISITION AND COMPENSATION ACT1986 SEE AS567957N | YARRA VALLEY WATER CORPORATION |
| E-7                | SEWERAGE AND RIGHTS AS SET OUT IN MCP NO. AA3706. | 14.9          | SECTION 130 of the WATER ACT 1989 and SECTION 19 of THE LAND ACQUISITION AND COMPENSATION ACT1986 SEE AS568220N | YARRA VALLEY WATER CORPORATION |
| E-8                | SEWERAGE AND RIGHTS AS SET OUT IN MCP NO. AA3706. | 14.9          | SECTION 130 of the WATER ACT 1989 and SECTION 19 of THE LAND ACQUISITION AND COMPENSATION ACT1986 SEE AS567961  | YARRA VALLEY WATER CORPORATION |
| E-9                | SEWERAGE AND RIGHTS AS SET OUT IN MCP NO. AA3706. | 14.9          | SECTION 130 of the WATER ACT 1989 and SECTION 19 of THE LAND ACQUISITION AND COMPENSATION ACT1986 SEE AS568081A | YARRA VALLEY WATER CORPORATION |
| E-10               | SEWERAGE AND RIGHTS AS SET OUT IN MCP NO. AA3706. | SEE DIAG.     | SECTION 130 of the WATER ACT 1989 and SECTION 19 of THE LAND ACQUISITION AND COMPENSATION ACT1986 SEE AS568160E | YARRA VALLEY WATER CORPORATION |
| E-11               | DRAINAGE  | SEE DIAG.     | AU462643F   | HUME CITY COUNCIL              |
| E-11               | SEWERAGE  | SEE DIAG.     | AU462643F   | YARRA VALLEY WATER CORPORATION |
|                    |   |               |   |                                |
|                    |   |               |   |                                |
|                    |   |               |   |                                |
|                    |   |               |   |                                |
|                    |   |               |   |                                |





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## Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

### Privacy Collection Statement

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**AT390547J**

Land: (volume and folio)

*SEE ATTACHMENT*

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
8 NICHOLSON ST. EAST MELBOURNE 3002*

Signing:

Executed on behalf of

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING*

Signer Name

Signature

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,  
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING  
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Execution Date

*11 JULY 2020*

Full Name of Witness

*ANGUS WILLIAMSON*

Witness Signature

*[Signature]*

35271702A

MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

# AT390547J

| Vol/fol  | Vol/fol  | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   |
|----------|----------|-----------|-----------|-----------|-----------|-----------|
| 1488/570 | 9395/744 | 11981/247 | 11995/982 | 12036/755 | 12064/406 | 12178/379 |
| 1488/571 | 9395/749 | 11981/495 | 11995/996 | 12036/756 | 12064/853 | 12178/394 |
| 1523/563 | 9395/755 | 11981/506 | 11996/015 | 12036/760 | 12064/858 | 12178/400 |
| 1553/414 | 9405/057 | 11981/526 | 11996/016 | 12036/762 | 12064/864 | 12178/573 |
| 2220/934 | 9413/117 | 11982/421 | 11999/601 | 12036/870 | 12064/875 | 12178/605 |
| 3919/701 | 9427/545 | 11982/439 | 12000/308 | 12036/891 | 12064/886 | 12178/619 |
| 4012/379 | 9427/551 | 11982/681 | 12000/314 | 12036/975 | 12064/896 | 12178/939 |
| 5350/889 | 9436/967 | 11982/690 | 12000/316 | 12036/987 | 12066/669 | 12178/984 |
| 5388/517 | 9443/121 | 11982/694 | 12000/317 | 12037/027 | 12066/759 | 12179/067 |
| 6425/968 | 9443/127 | 11982/703 | 12000/320 | 12037/446 | 12066/772 | 12179/074 |
| 7401/090 | 9443/133 | 11982/709 | 12000/325 | 12037/449 | 12066/778 | 12179/084 |
| 7830/003 | 9443/134 | 11982/718 | 12004/441 | 12037/460 | 12066/793 | 12179/093 |
| 8057/787 | 9443/139 | 11982/738 | 12004/444 | 12037/465 | 12066/795 | 12179/216 |
| 8162/010 | 9443/140 | 11982/751 | 12004/457 | 12039/049 | 12066/802 | 12179/217 |
| 8164/741 | 9461/294 | 11982/935 | 12004/462 | 12039/055 | 12066/805 | 12179/279 |
| 8168/426 | 9478/799 | 11982/966 | 12005/059 | 12039/057 | 12066/809 | 12179/281 |
| 8179/707 | 9491/075 | 11982/977 | 12005/061 | 12039/066 | 12066/819 | 12179/284 |
| 8187/256 | 9511/100 | 11982/980 | 12005/069 | 12039/072 | 12066/856 | 12179/287 |
| 8240/157 | 9521/190 | 11984/398 | 12005/085 | 12039/339 | 12067/360 | 12179/298 |
| 8275/006 | 9522/663 | 11984/407 | 12005/091 | 12039/343 | 12075/151 | 12180/003 |
| 8305/953 | 9526/993 | 11984/418 | 12005/363 | 12039/348 | 12075/176 | 12180/005 |
| 8343/398 | 9531/679 | 11984/436 | 12005/364 | 12039/351 | 12075/229 | 12180/009 |
| 8353/922 | 9551/421 | 11984/445 | 12005/372 | 12039/352 | 12075/240 | 12180/029 |
| 8372/789 | 9570/889 | 11984/468 | 12005/414 | 12039/359 | 12075/249 | 12180/045 |
| 8372/794 | 9580/581 | 11984/481 | 12005/420 | 12039/366 | 12075/962 | 12180/776 |
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| 8442/674 | 9632/482 | 11984/498 | 12007/338 | 12039/415 | 12076/530 | 12182/480 |
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| 8485/461 | 9675/262 | 11985/267 | 12010/500 | 12039/488 | 12082/523 | 12182/625 |
| 8485/471 | 9724/878 | 11985/271 | 12010/506 | 12039/533 | 12083/109 | 12182/630 |
| 8485/473 | 9758/763 | 11985/289 | 12010/510 | 12039/534 | 12083/130 | 12184/622 |
| 8485/492 | 9764/101 | 11985/290 | 12010/693 | 12039/542 | 12083/141 | 12184/627 |
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| 8485/555 | 9864/266 | 11986/646 | 12010/734 | 12040/338 | 12085/531 | 12184/630 |
| 8485/907 | 9886/023 | 11986/648 | 12010/739 | 12040/533 | 12086/253 | 12184/631 |
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| 8521/803 | 9957/024 | 11989/734 | 12011/464 | 12040/626 | 12087/195 | 12187/920 |
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# AT390547J

| Vol/fol  | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   |
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| 8524/789 | 9957/069  | 11989/780 | 12015/194 | 12041/147 | 12087/219 | 12188/127 |
| 8535/846 | 9972/231  | 11989/787 | 12015/198 | 12041/149 | 12087/221 | 12188/129 |
| 8536/862 | 9990/101  | 11989/788 | 12015/200 | 12041/173 | 12087/228 | 12188/147 |
| 8540/600 | 9994/843  | 11989/915 | 12015/202 | 12041/177 | 12087/235 | 12188/156 |
| 8549/491 | 10040/044 | 11989/921 | 12017/348 | 12041/181 | 12089/580 | 12188/159 |
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| 8570/025 | 11957/105 | 11990/046 | 12017/381 | 12043/035 | 12091/491 | 12188/532 |
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| 8833/657 | 11967/762 | 11990/797 | 12022/027 | 12050/566 | 12101/325 | 12196/123 |
| 8834/688 | 11968/858 | 11990/798 | 12022/417 | 12050/569 | 12101/327 | 12196/130 |
| 8834/695 | 11968/879 | 11990/802 | 12022/425 | 12050/616 | 12101/328 | 12196/143 |
| 8834/703 | 11969/254 | 11990/900 | 12022/435 | 12050/617 | 12101/333 | 12196/734 |
| 8835/038 | 11969/625 | 11990/905 | 12022/439 | 12050/907 | 12101/341 | 12201/195 |
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| 8855/803 | 11972/159 | 11991/308 | 12022/615 | 12050/933 | 12101/357 | 12201/219 |
| 8856/672 | 11972/164 | 11991/324 | 12022/617 | 12051/377 | 12103/594 | 12201/965 |
| 8861/433 | 11972/165 | 11992/118 | 12022/620 | 12051/378 | 12103/608 | 12201/968 |
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| 9089/608 | 11978/972 | 11992/687 | 12031/705 | 12058/545 | 12157/250 | 12216/736 |
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| 9132/247 | 11979/444 | 11993/290 | 12033/121 | 12060/015 | 12168/709 | 12216/797 |
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| 9157/638 | 11979/452 | 11993/582 | 12033/128 | 12060/053 | 12169/513 | 12217/646 |
| 9203/667 | 11979/578 | 11993/587 | 12033/141 | 12060/063 | 12173/608 | 12217/648 |
| 9208/354 | 11979/582 | 11993/588 | 12033/142 | 12060/142 | 12176/362 | 12217/651 |
| 9271/948 | 11979/587 | 11993/591 | 12033/145 | 12060/171 | 12176/572 | 12217/658 |
| 9304/800 | 11979/674 | 11993/598 | 12034/758 | 12060/189 | 12176/799 | 12217/663 |

# AT390547J

| Vol/fol  | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   | Vol/fol   |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|
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| 9352/791 | 11980/437 | 11994/105 | 12034/847 | 12060/707 | 12176/807 | 12219/728 |
| 9366/674 | 11980/440 | 11994/111 | 12034/849 | 12060/723 | 12176/883 | 12219/731 |
| 9371/907 | 11980/445 | 11994/116 | 12036/730 | 12061/541 | 12176/892 | 12219/732 |
| 9379/582 | 11980/448 | 11994/272 | 12036/731 | 12063/652 | 12176/894 | 12219/737 |
| 9389/041 | 11980/454 | 11994/281 | 12036/732 | 12063/683 | 12176/908 | 12219/747 |
| 9391/631 | 11980/460 | 11995/971 | 12036/747 | 12063/884 | 12176/914 |           |

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

878842

## APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK (MAJOR ACCOUNTS) C/-  
LANDATA  
DOCKLANDS

## VENDOR

SOLOVEY GREENVALE PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

356744

This certificate is issued for:

LOT 9 PLAN LP53814 ALSO KNOWN AS 690 SOMERTON ROAD 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 6
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6
- and a PUBLIC ACQUISITION OVERLAY 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK
- and a PUBLIC ACQUISITION OVERLAY 1

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/>

06 October 2022

**Ms. Lizzie Blandthorn MP**  
Minister for Planning

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

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

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

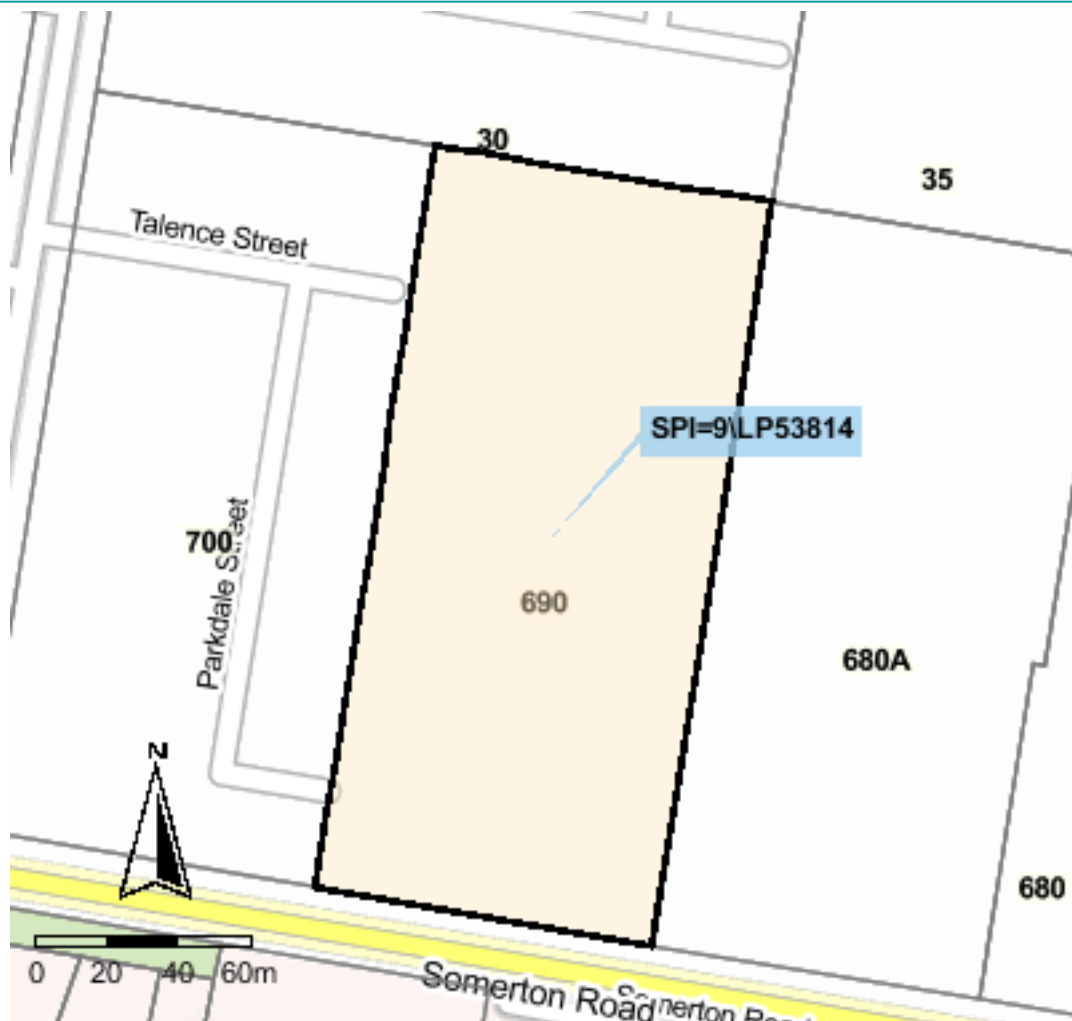
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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](mailto:landata.enquiries@servictoria.com.au)

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 October 2022 11:53 AM

## PROPERTY DETAILS

Address: **690 SOMERTON ROAD GREENVALE 3059**  
Lot and Plan Number: **Lot 9 LP53814**  
Standard Parcel Identifier (SPI): **9\LP53814**  
Local Government Area (Council): **HUME**  
Council Property Number: **303687**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 178 K7**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

[Planning Scheme - Hume](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **YUROKE**

## OTHER

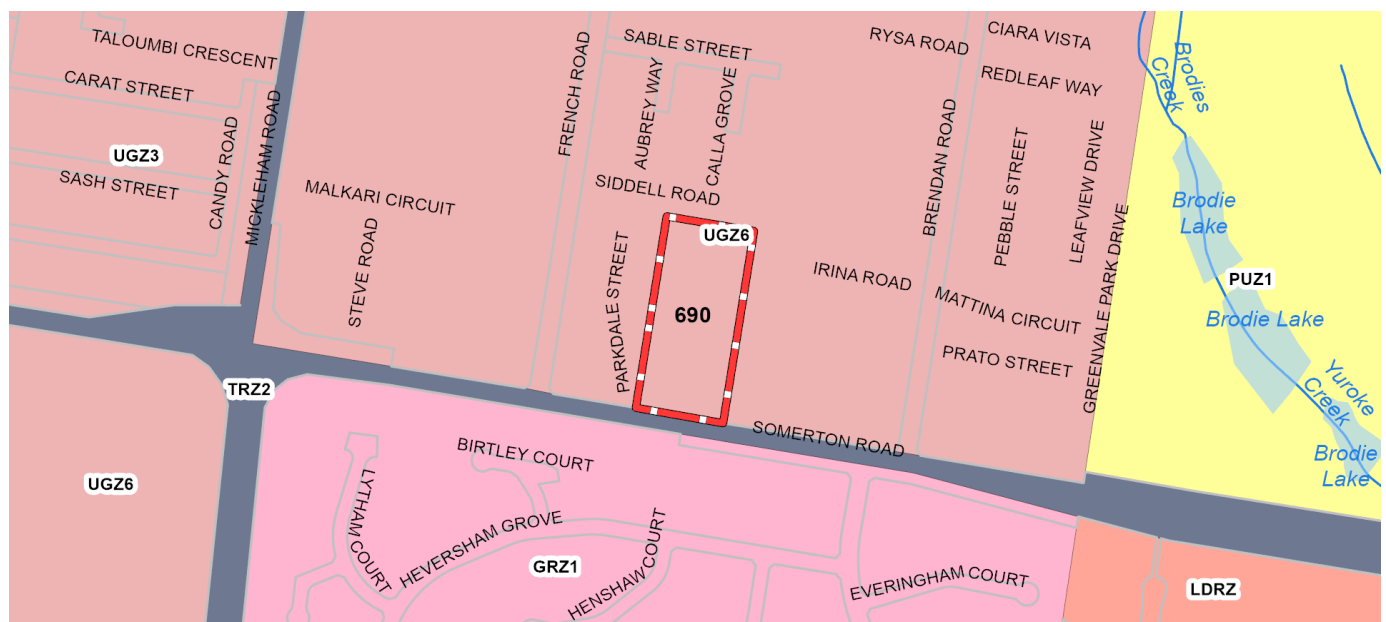
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 6 \(UGZ6\)](#)



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

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

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

PLANNING PROPERTY REPORT: 690 SOMERTON ROAD GREENVALE 3059

Page 1 of 5

## Planning Overlays

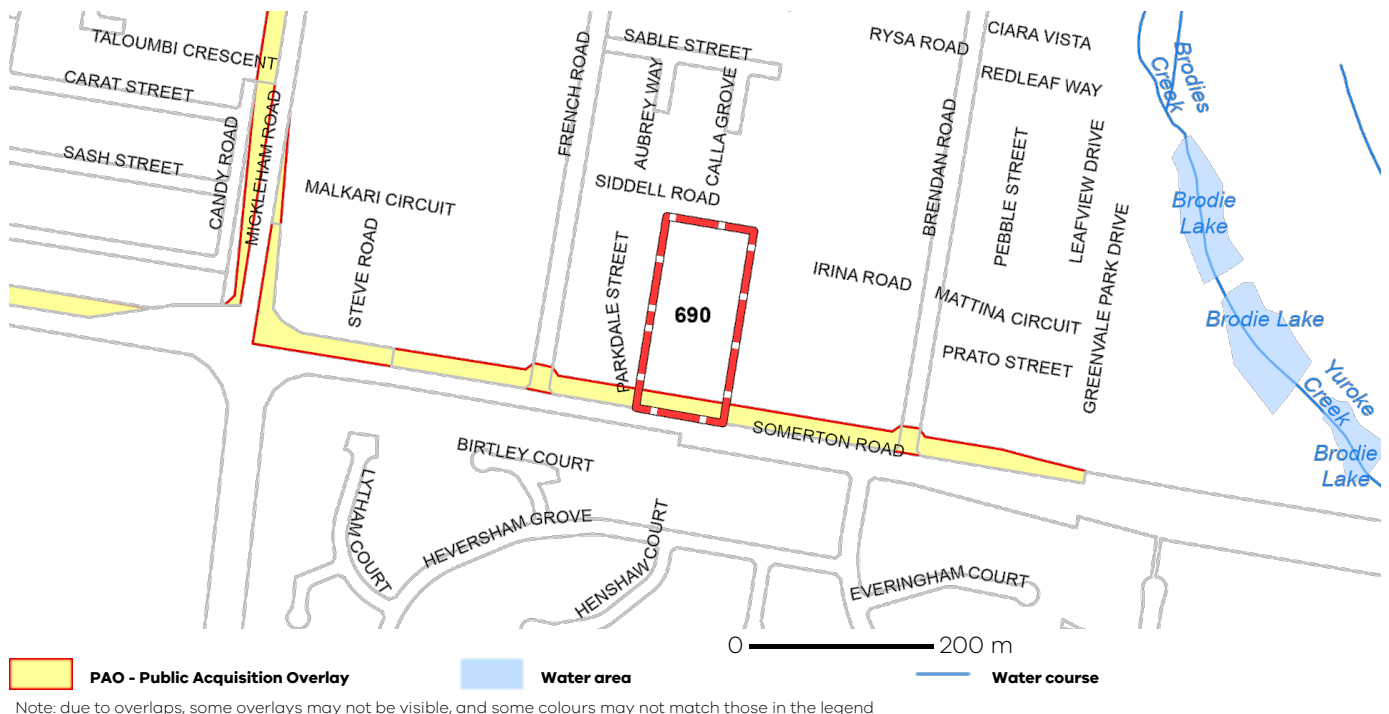
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 \(DCPO6\)](#)



[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[PUBLIC ACQUISITION OVERLAY 1 SCHEDULE \(PAO1\)](#)



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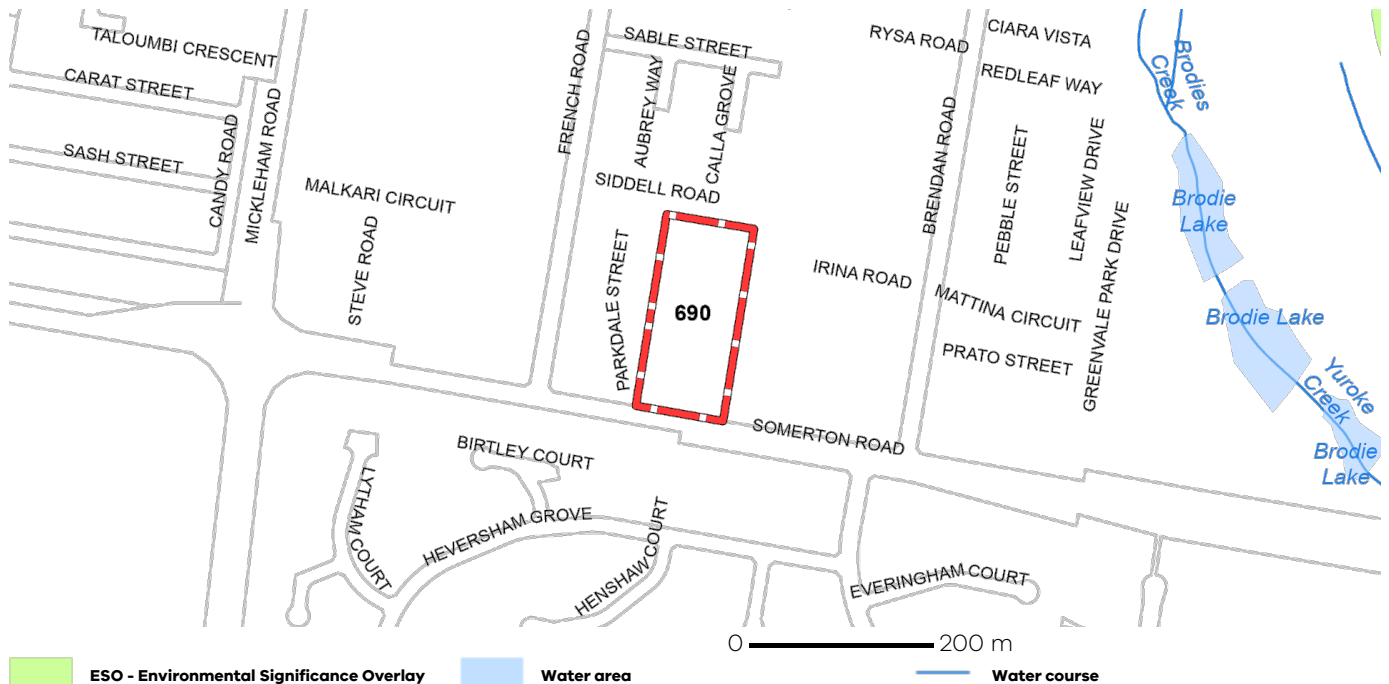
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

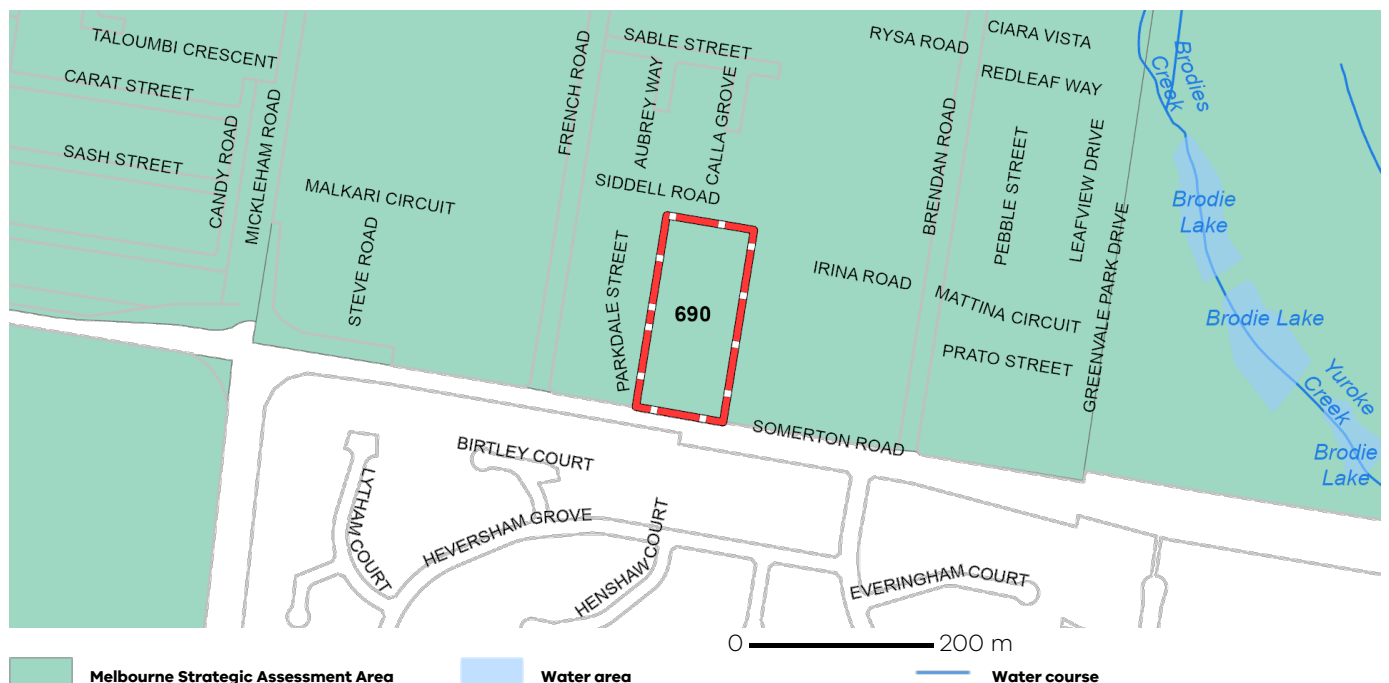


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## 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>



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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).

## Further Planning Information

Planning scheme data last updated on 30 September 2022.

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>

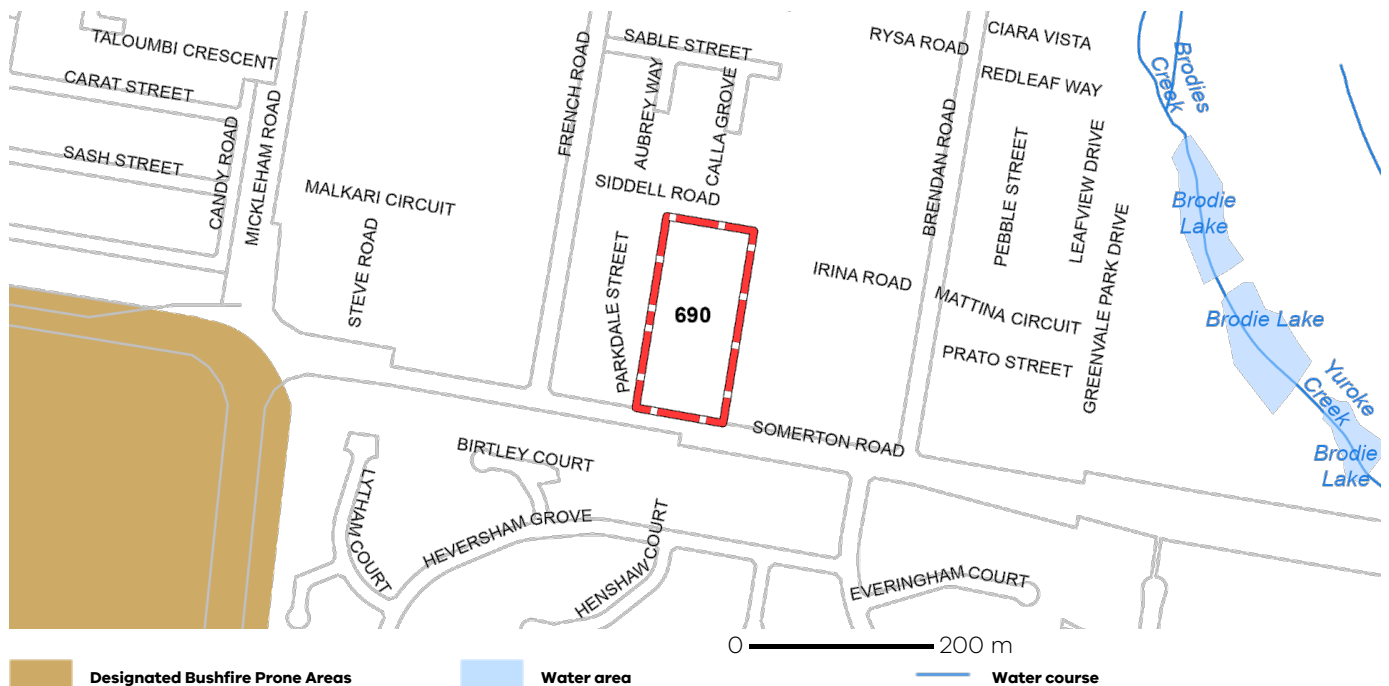
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Property No : 303687  
 Certificate No : eLIC055171  
**LAND INFORMATION CERTIFICATE**  
 Year Ending: 30 June 2023  
**All Enquiries and Updates to Rates on 9205 2688**



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

PO BOX 119  
 DALLAS 3047

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

Your Reference: 356744  
 Date of Issue: 10/10/2022

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

|                       |                                    |
|-----------------------|------------------------------------|
| Property Description: | Lot 9 LP 53814 Vol 8654 Fol 416    |
| Property Situated:    | 690 SOMERTON RD GREENVALE VIC 3059 |

|                      |                  |                 |
|----------------------|------------------|-----------------|
| Site Value \$4325000 | C.I.V. \$4900000 | N.A.V. \$245000 |
|----------------------|------------------|-----------------|

The level of valuation is 1/01/2022 and the Date the Valuation was adopted for Rating Purposes is 1/07/2022

| RATES AND CHARGES FROM         | 01/07/2022                   | TO | 30/06/2023                  |
|--------------------------------|------------------------------|----|-----------------------------|
|                                | <b>RATE LEVIED ON C.I.V.</b> |    | <b>BALANCES OUTSTANDING</b> |
| General Rate                   | <b>\$14,461.30</b>           |    | <b>\$10,847.46</b>          |
| Land Use Rebate                | <b>\$0.00</b>                |    | <b>\$0.00</b>               |
| Optional Waste Charges         | <b>\$0.00</b>                |    | <b>\$0.00</b>               |
| Fire Service Property Levy     | <b>\$376.70</b>              |    | <b>\$282.54</b>             |
| Special Charge / Rate          | <b>\$0.00</b>                |    | <b>\$0.00</b>               |
| Arrears as at 30/06/2022       |                              |    | <b>\$0.00</b>               |
| Interest / Legal Costs         |                              |    |                             |
| <b>TOTAL RATES AND CHARGES</b> | <b>\$14,838.00</b>           |    | <b>\$11,130.00</b>          |

|                        |   |
|------------------------|---|
| <b>**PLEASE NOTE :</b> | Rates for 2022/2023 are payable by four instalments on the following dates<br>30/09/2022, 30/11/2022, 28/02/2023 & 31/05/2023 |
|------------------------|---|

| 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 : \$11,130.00**

All overdue rates and charges must be paid at settlement.

**Property No : 303687**  
**Certificate No : eLIC055171**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2023**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 690 SOMERTON RD GREENVALE VIC 3059

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$27.80 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  
10/10/2022

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code:** 357947  
**Ref:** 9136003

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



Property Clearance Certificate  
Taxation Administration Act 1997



INFOTRACK / MADDOCKS

|                 |             |
|-----------------|-------------|
| Your Reference: | 8913921     |
| Certificate No: | 57808184    |
| Issue Date:     | 06 OCT 2022 |
| Enquiries:      | ESYSPROD    |

|               |                                      |
|---------------|--------------------------------------|
| Land Address: | 690 SOMERTON ROAD GREENVALE VIC 3059 |
|---------------|--------------------------------------|

|         |     |       |        |       |             |
|---------|-----|-------|--------|-------|-------------|
| Land Id | Lot | Plan  | Volume | Folio | Tax Payable |
| 7460978 | 9   | 53814 | 8654   | 416   | \$0.00      |

Vendor: SOLOVEY GREENVALE PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

|                   |      |               |                  |                  |        |
|-------------------|------|---------------|------------------|------------------|--------|
| Current Land Tax  | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
| MR SARKIS SASSINE | 2022 | \$4,175,000   | \$0.00           | \$0.00           | \$0.00 |

Comments: Property is exempt: LTX Principal Place of Residence.

|                                     |      |               |                  |                  |       |
|-------------------------------------|------|---------------|------------------|------------------|-------|
| 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 IMP VALUE: | \$4,750,000 |
| SITE VALUE:        | \$4,175,000 |
| AMOUNT PAYABLE:    | \$0.00      |





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

**Certificate No:** 57808184

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$57,937.50

Taxable Value = \$4,175,000

Calculated as \$27,975 plus ( \$4,175,000 - \$3,000,000 )  
multiplied by 2.550 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 57808184

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 57808184

### Visa or Mastercard

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

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

6th October 2022

Maddocks C/- InfoTrack (Major Accounts) C/- LANDAT  
LANDATA

Dear Maddocks C/- InfoTrack (Major Accounts) C/- LANDAT,

**RE: Application for Water Information Statement**

|                                    |   |
|------------------------------------|---|
| <b>Property Address:</b>           | 690 SOMERTON ROAD GREENVALE 3059                              |
| <b>Applicant</b>                   | Maddocks C/- InfoTrack (Major Accounts) C/- LANDAT<br>LANDATA |
| <b>Information Statement</b>       | 30726914  |
| <b>Conveyancing Account Number</b> | 7959580000  |
| <b>Your Reference</b>              | 356744  |

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Private Main/Trunk Service Agreement

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

|                  |                                  |
|------------------|----------------------------------|
| Property Address | 690 SOMERTON ROAD GREENVALE 3059 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

The water supply to this property is connected by means of a shared Private Water Main.

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

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

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

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

**Melbourne Water Property Information Statement**

|                  |                                  |
|------------------|----------------------------------|
| Property Address | 690 SOMERTON ROAD GREENVALE 3059 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

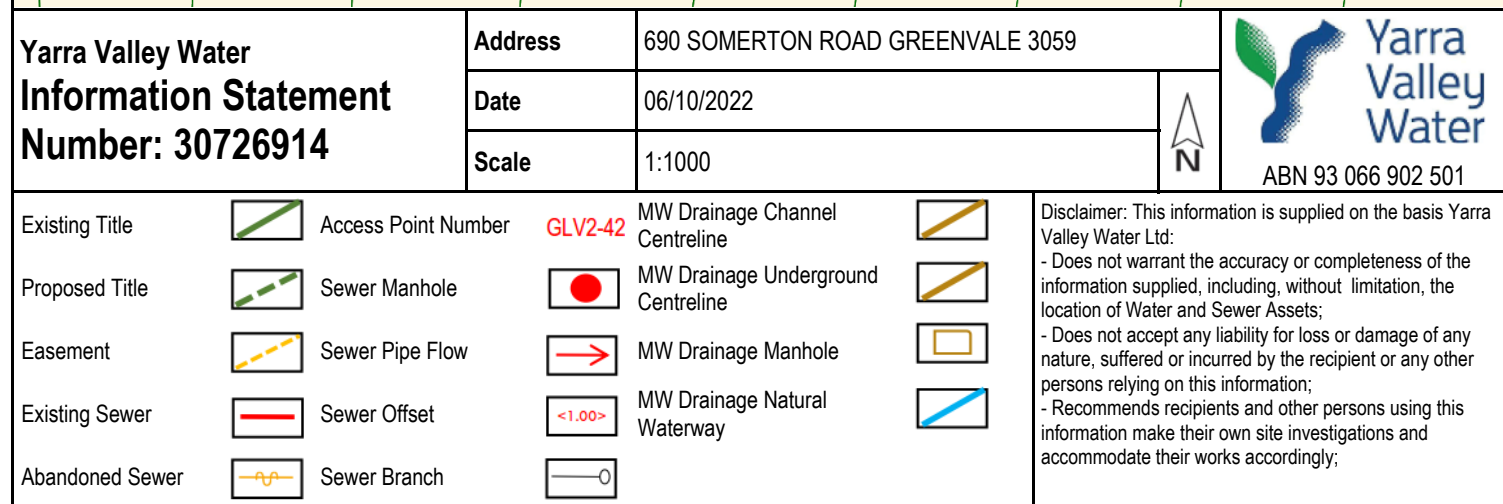
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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



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

## RATES CERTIFICATE

**Account No:** 5086360000  
**Rate Certificate No:** 30726914

**Date of Issue:** 06/10/2022  
**Your Ref:** 356744

With reference to your request for details regarding:

| Property Address                    | Lot & Plan | Property Number | Property Type |
|-------------------------------------|------------|-----------------|---------------|
| 690 SOMERTON RD, GREENVALE VIC 3059 | 9\LP53814  | 1343007         | Residential   |

| Agreement Type   | Period                   | Charges  | Outstanding |
|--|--------------------------|----------|-------------|
| Residential Trunk Service Charge   | 01-10-2022 to 31-12-2022 | \$19.90  | \$19.90     |
| Residential Water Usage Charge<br>Step 1 – 31.680000kL x \$2.47490000 = \$10.89<br>Step 1 – 0.000000kL x \$2.48510000 = \$67.79<br>Step 2 – 31.680000kL x \$3.13830000 = \$13.81<br>Step 2 – 0.000000kL x \$3.16530000 = \$86.35<br>Step 3 – 37.640000kL x \$4.62380000 = \$24.17<br>Step 3 – 0.000000kL x \$4.67000000 = \$151.36<br>Estimated Average Daily Usage \$4.92 | 20-06-2022 to 31-08-2022 | \$354.37 | \$0.00      |
| Parks Fee  | 01-07-2022 to 30-06-2023 | \$123.20 | \$0.00      |
| Drainage Fee   | 01-10-2022 to 31-12-2022 | \$27.65  | \$27.65     |

### Other Charges:

|                                |  |
|--------------------------------|--|
| Interest                       | No interest applicable at this time            |
|                                | No further charges applicable to this property |
| <b>Balance Brought Forward</b> | \$0.00   |
| <b>Total for This Property</b> | \$47.55  |
| <b>Total Due</b>               | <b>\$47.55</b>                                 |



GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre

9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

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

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

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



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](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1343007

**Address:** 690 SOMERTON RD, GREENVALE VIC 3059

**Water Information Statement Number:** 30726914

## HOW TO PAY



**Biller Code:** 314567  
**Ref:** 50863600007

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



590/011/0007

## CONDITIONS OF OFFER AND AGREEMENT FOR SUPPLY OF WATER BY MEANS OF A TEMPORARY TRUNK SERVICE

PROPERTY: LOT 9 SOMERTON ROAD, BULLA

18036909

## 1 CONDITIONS OF SUPPLY

1.1 A supply of water by means of a trunk service will be available until such time as a permanent reticulation water main is laid past the property. The service is therefore deemed to be temporary and shall be liable to revocation at the pleasure of the Board.

1.2 A temporary trunk service (trunk service) belongs to the owner(s) from time to time of the property(s) supplied with water (owners) by such trunk service. The owner may consent to additional branches or extensions from the trunk service to serve other properties subject to approval by the Board. Failure to adequately maintain the trunk service may result in the discontinuance of supply by the Board.

NOTE: It is the responsibility of the owner to make such private arrangements as may be necessary for the continued maintenance and renewal of the trunk service. The Board will not arbitrate in any dispute between parties to such private arrangements.

1.3 The size of the trunk service and/or branch therefrom shall be as specified by the Board.

1.4 All pipework shall be of material conforming to the requirements of the Board's Water Supply By-laws and shall be installed as specified in such By-laws by a licensed plumber or contractor approved by the Board.

1.5 Properties supplied with water by means of a trunk service shall be subject to the Board's normal rates and charges.

1.6 The Board does not guarantee any degree of pressure or continuity of supply. In the event of either the available pressure or continuity of supply being considered unsatisfactory, the owner should contact the Board and request the matter be investigated. Any proposed alteration or addition to the service pipe or pipes ('pipes') or fittings shall be subject to application and approval by the Board. Where the Board approves alterations to the pipes such works shall be undertaken by a plumber licensed by the Board and at the expense of the owner.

1.7 When a permanent reticulation water main is laid past the property, the trunk service shall be properly disconnected from the Board's main at the owner's expense and the properties supplied from such trunk service shall be connected to the permanent main at each property owner's expense.

1.8 The applicant shall agree and undertake to advise any purchaser of the property of these trunk service conditions.

1.9 Under or pursuant to Sections 75A and 142A of the Melbourne and Metropolitan Board of Works Act 1958, the Board may construct works to supply water to land and a sewer to serve the land respectively and may recover the cost or any part of the cost of the construction from the owner of the land together with an amount assessed to be a fair and reasonable contribution towards the cost of the water supply distribution systems and the outfall sewers and disposal systems of the Board. Permission to supply water by means of a trunk service shall not exclude the owner of the land so supplied from participation in a scheme implemented under Sections 75A and 142A of the abovementioned Act.

18036909.

## 2 AGREEMENT OF OWNER

I/We have read and understand these terms and conditions and have noted in particular the temporary nature of the supply (Clauses 1.1 and 1.6), the owner's responsibility for maintenance (Clause 1.2) and the owner's responsibility to bear the apportioned cost of a permanent reticulation water main and a sewer to serve the land in the event of the Board subsequently implementing a water supply scheme and a sewerage scheme under powers contained in Sections 75A and 142A of the Melbourne and Metropolitan Board of Works Act 1958 (Clause 1.9).

I/We agree to these conditions and undertake to transfer such title interest or liability as I/We possess in the trunk service to any purchaser of the property supplied by the service and to include this undertaking as a condition of any Contract for the sale of the property so supplied.

Signature of Owner(s).....

Date ..17..12..1987..

NOTE: This agreement, duly signed by the property owner(s) must be lodged at the nearest Board's Regional Office together with the requisite plumber's notice and fees. The duplicate should be retained by the owner as his copy of the agreement.

## OFFICE USE ONLY

Receipt No. DT 36274..... issued this day for \$ 585-00

TAPPINGS CLERK

.....NORTHERN.....AREA

17121987

ADMINISTRATIVE OFFICER  
WATER SUPPLY RETICULATION SECTION

**YARRA VALLEY WATER LIMITED  
(ACN 066 902 501)**

**TEMPORARY TRUNK SERVICE AGREEMENT**

**REFERENCE NO:** .....(Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

**1 OBLIGATIONS OF PROPERTY OWNER**

**Connection of Temporary Trunk Service**

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

**Responsibility for Maintenance**

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the **Water Industry Act 1994** by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

- 1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

### Pipework and Plumbing

- 1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, **Victoria Water Supply and Sewerage Plumbing Regulations 1994**, **Water Industry Regulations 1995**.

### Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

## 2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
- (a) by means of a meter at the point of tapping to the water main (master meter); and
  - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
- (a) the water usage recorded by the property meter for that property plus; plus
  - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the **Water Industry Regulations 1995**.

## 3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the **Water Industry Act 1994**.

**4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995**

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

**5 STANDARD OF WATER**

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

**6 TERMINATION/DISCONNECTION**

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
- (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
  - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
  - (c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- 6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- 6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

## 7 CHANGE IN OWNERSHIP

### Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the **Sale of Land Act 1962** must expressly inform potential purchasers of the property that:
- (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than one month's notice in writing; and
  - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

### Obligations of property owner on disposal of property

- 7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the **Water Industry Act 1994** within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the **Water Industry Act 1994**.

### Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

## 8 MULTIPLE CONNECTIONS

- 8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
  - (b) executing a deed in the form of schedule 3; and
  - (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- 8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

## **9 EFFECT OF EXECUTING DEED OF ASSUMPTION**

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
  - (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
  - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

## 10 AGREEMENT BETWEEN PROPERTY OWNERS

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
- (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
  - (b) the efficient functioning of the temporary trunk service.
- 10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
- (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
  - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
  - (c) the additional water usage under clause 2.4(b),
- must be borne by property owners in accordance with their responsibilities under this agreement.
- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners.
- 10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

## 11 DISPUTES

- 11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

## 12 INDEMNITY AND RELEASE

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
- (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;



- (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or
- (c) any failure to comply with the terms of this agreement.

- 12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.
- 12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

### 13 PERMANENT WATER RETICULATION MAIN

- 13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the **Water Industry Act 1994**.
- 13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:
- (a) disconnect the temporary trunk service from that property; and
  - (b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the **Water Industry Act 1994**.
- 13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

### 14 MISCELLANEOUS

#### Disclosure of Agreement

- 14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

#### No assignment

- 14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

**Waiver and Variation**

14.3 A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

**EXECUTED** as an agreement.

**SCHEDULE 1****PARTIES TO THIS AGREEMENT**

| Name & Address of Owner | Property | Reference Number<br>[(Office Use Only)] | Signature(s) | Date |
|-------------------------|----------|---|--------------|------|
|                         |          |   |              |      |
|                         |          |   |              |      |
|                         |          |   |              |      |

Signed for and on behalf of Yarra Valley Water Limited

.....Manager - Sales & Service Assistance

Date:

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on .....(date)

BY: .....(name)

of .....(address) ("the  
Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994**.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
- D. The property owner is the registered proprietor of the property at  
.....more  
particularly described in certificate of title volume [     ] folio [     ] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by .....(SIGNATURE)

WITNESS.....(Print Name) .....(SIGNATURE)

ADDRESS OF WITNESS.....

SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on ..... [date]

BY: ..... [name]

of ..... ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
- D. The property owner is the registered proprietor of the property at  
..... more  
particularly described in certificate of title volume [ ] folio [ ] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by ..... (SIGNATURE)

WITNESS ..... (Print Name) ..... (SIGNATURE)

ADDRESS OF WITNESS .....

# INFORMATION STATEMENT

Issued pursuant to S. 158 of the Water Act (1989) showing Orders, Rates and charges due to be paid to Southern Rural Water (SRW) with respect to the land described here under.

|                 |                |
|-----------------|----------------|
| SRW Reference:  | OD1716216      |
| Your Reference: | 66432559-033-4 |
| Date:           | 7 October 2022 |

**Applicant:** Maddocks c/- InfoTrack (Major Accounts)  
c/- Landata  
DX 250639  
MELBOURNE

|                           |                              |
|---------------------------|------------------------------|
| <b>Vendor:</b>            | <b>Address:</b>              |
| Solovey Greenvale Pty Ltd | 690 Somerton Road, Greenvale |

| SRW Service applicable to this property: |   | ✓ = Service, ✗ = No Service  |   |
|--|---|------------------------------|---|
| Surfacewater Licence                     | ✗ | Drainage Diversion Agreement | ✗ |
| Groundwater Licence                      | ✗ | Pipe Permit                  | ✗ |
| Irrigation Service                       | ✗ |                              |   |

Thank you for your application for information made under Section 158 of the Water Act 1989.

Whilst this property is within our jurisdiction, we have been unable to locate any Southern Rural Water services that match the details in your application.

Bores that are used for domestic and/or stock purposes do not require an ongoing licence to take and use water under the Water Act 1989. As such, no service will appear on this statement for bores that are used for these purposes only.

Please contact Southern Rural Water on 1300 139 510 should you have any queries.



**Alisha Clark**  
Acting Manager Applications

**NOTE:** The information provided is current as at the date of this statement and is provided in good faith.

Contact Name Alex Grenville  
Telephone 13 21 61  
Facsimile 03 9628 6853  
Your Ref: 66432559-013-6

7 October 2022

Maddocks  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**690 Somerton Road, Greenvale (Volume 8654 Folio 416) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 6 October 2022 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987* (PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely



**Alex Grenville**  
Customer Service Officer  
Land Revenue

# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

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

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

Our Reference: **WBPI023428**  
Your Reference: **356744**  
Property Details: **690 SOMERTON RD  
GREENVALE VIC 3059  
LOT 9 LP 53814 VOL 8654 FOL 416**  
Property Number: **303687**  
Municipal District: **HUME CITY COUNCIL**  
Registered Owner: **SARKIS SASSINE & GEORGETTE SASSINE**

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

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

#### Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993

| Notice Date | Notice Type | RBS Name | RBS No |
|-------------|-------------|----------|--------|
|             |             |          |        |

#### 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 18<sup>th</sup> November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.

Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)

New Swimming Pool & Spa registration laws commenced 1 December 2019.  
Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020.  
[www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

**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.

A stylized signature in black ink, appearing to read 'PJ' or 'Peter Jolly', written over a dotted line.  
.....  
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR**  
**HUME CITY COUNCIL**

Date: 13 October 2022

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



# Building Information Certificate 51 (2)

Building Act 1993  
Building Regulations 2018  
Regulations 51 (2)



1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

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

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

|                   |   |
|-------------------|---|
| Our Reference:    | <b>WBPI023318</b>   |
| Your Reference:   | <b>356744</b>   |
| Property Address: | <b>690 SOMERTON RD<br/>GREENVALE VIC 3059<br/>LOT 9 LP 53814 VOL 8654 FOL 416</b> |
| Property No:      | <b>303687</b>   |
| Allotment Area:   | <b>2.0200 HECTARES</b>  |
| Development:      |   |

## Certificate Details:

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

### Please Note

- Planning and other controls may apply for certain types of development on this allotment, any planning enquires should be made to Council's Statutory Planning department, telephone 9205 2309.
- The Building Regulations 2018 apply with respect to building envelopes, see regulation 71. Where building envelopes or similar controls apply the consent of relevant Developer (Development Victoria, Delfin, Stockland, Peet etc) may be required before a Building Permit can be issued.
- Some properties within the Hume municipal district have restrictive covenants on title which may affect or preclude some development proposals. You are advised to obtain an up to date copy of the land title documents before commencing any design works.
- In relation to land liable to flooding or designated land or works, the applicant is also advised to make inquiries with Melbourne Water and the Hume Planning Scheme.
- Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)
- New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

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

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

Signed: .....

Date: 06 October 2022

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

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



## Department of Transport

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

Dear Enquirer

14/10/2022  
Our Ref: 116098

**REQUEST FOR PROPERTY INFORMATION**  
**YOUR REFERENCE: 66432559-014-3**

I refer to your request for information and fee payment received at the Sunshine office on 14/10/2022, concerning the property which is located at:

690 SOMERTON ROAD GREENVALE  
Lot 9 LP53814  
CITY OF HUME

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

A Public Acquisition Overlay in the Hume Planning Scheme reserves part of the subject property for a public purpose. That reserved land is proposed to be acquired by the Department of Transport (Roads) for future road purposes being the widening of Somerton Road.

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

The timing of the land acquisition for future road purposes is subject to future consideration for project funding. There is currently no funded proposal to acquire the reserved land covered by the Public Acquisition Overlay.

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

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

More information -

Clause 45.01 of the Victoria Planning Provisions contains more information about the Public Acquisition Overlays. [http://planningschemes.dpcd.vic.gov.au/schemes/vpps/45\\_01.pdf](http://planningschemes.dpcd.vic.gov.au/schemes/vpps/45_01.pdf)

You are also advised to check your local municipal Council planning scheme, including the land use zoning of the property and surrounding area to identify any relevant controls over land use and development.

Should you need to more accurately determine the location of boundaries of the Public Acquisition Overlay through the subject property, you may lodge a request together with a definitive plan of the property to the Senior Mapping Officer, Department of Environment, Land, Water and Planning by email - [planning.mappingservices@delwp.vic.gov.au](mailto:planning.mappingservices@delwp.vic.gov.au).

Yours sincerely

**Anastasia Sdrinis**

**Property Enquiry Officer**

**Project Advice Team – External Works**

**Inner Metro & Greater Metro Regions**

**Department of Transport**



## **CERTIFICATE**

**Pursuant to Section 58 of the *Heritage Act* 2017**

**Maddocks C/- InfoTrack (Major Accounts)  
135 King Street  
SYDNEY 2000**

**CERTIFICATE NO:  
66432559**

**PROPERTY ADDRESS:  
690 SOMERTON ROAD  
GREENVALE**

**PARCEL DESCRIPTION:  
Lot 9 LP53814**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



## **CERTIFICATE**

Pursuant to Section 58 of the *Heritage Act 2017*

**Executive Director**

**DATED: 07/10/2022**

*Note: This Certificate is valid at the date of issue.*

## Extract of EPA Priority Site Register

Page 1 of 2

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

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 690 SOMERTON ROAD

SUBURB: GREENVALE

MUNICIPALITY: HUME

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 178 Reference K7  
Melways 40th Edition, Street Directory, Map 179 Reference A7

DATE OF SEARCH: 6th October 2022

### 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.



## Extract of EPA Priority Site Register

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

The Environment Protection Authority does not warrant the accuracy or completeness 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)





# Catchment and Land Protection (Section 90)

**Maddocks C/- InfoTrack (Major Accounts)**  
**135 King Street**  
**SYDNEY 2000**

## CERTIFICATE

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

YOUR REF: 356744

CERTIFICATE NO: **66432559**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**690 Somerton Road, Greenvale**

PROPERTY DESCRIPTION:

Lot/Plan:

**Lot 9 LP53814**

Crown Description:

Volume/Folio:

**8654/416**

Directory Reference:

**178 K7, 179 A7**

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

**By Authority**

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

**DATED: 06/10/2022**



6 October 2022

Maddocks C/- InfoTrack (Major Accounts)  
c/o LANDATA  
GPO BOX 527  
MELBOURNE VIC 3001



6 Parliament Place  
East Melbourne  
VIC 3002

Email: [conservation@nattrust.com.au](mailto:conservation@nattrust.com.au)  
Web: [www.nationaltrust.org.au](http://www.nationaltrust.org.au)

Re: VOL 8654 FOLIO 416; 690 SOMERTON ROAD, GREENVALE VIC 3059 T 03 9656 9818

Reference: 66432559-036-5

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have been identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Environment, Land, Water and Planning  
<https://www.heritage.vic.gov.au/> or 03 9938 6894
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet  
[vahr@dpc.vic.gov.au](mailto:vahr@dpc.vic.gov.au) or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of the **CITY OF HUME**
- World, National and Commonwealth Heritage Lists—Department of the Environment  
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:  
<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries, please contact the National Trust Advocacy Team on 03 9656 9818.

Yours faithfully,

Felicity Watson  
Executive Manager - Advocacy  
National Trust of Australia (Victoria)

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

35446

### SECTION 1 – Applicant Information

Name of applicant:

- Claudia Vasile

Organisation:

InfoTrack

Postal address:

Level 5, 459 Collins St

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

8913921

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

9/LP53814

Crown References:

Title References (Volume / Folio) :

8654/416

Street Address:

690 SOMERTON ROAD, GREENVALE VIC 3059

Other description:

Order ID: 106261403

Only search included parcels

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

No

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 21/Oct/2022



Oona Phillips  
Senior Heritage Registrar  
First Peoples-State Relations

## SECTION 4 – Terms & Conditions

### Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

### Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

### Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

### Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

### Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

### Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

### Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

### Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

### Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

### Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

### Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

### Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

<https://www.firstpeoplesrelations.vic.gov.au/cultural-heritage-sensitivity>

# PLANNING PERMIT



**Permit No.:** P24342  
**Planning scheme:** Hume Planning Scheme  
**Responsible authority:** Hume City Council

**ADDRESS OF THE LAND:**  
(Lot 9 LP 53814 Vol 8654 Fol 416),  
690 SOMERTON RD  
GREENVALE VIC 3059

## **THE PERMIT ALLOWS: SUBDIVISION OF LAND FOR 39 LOTS**

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

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

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- 1 Before the use and/or development starts, plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions. The plans must show:
  - a) The 20m road (Irina Road) will need to place a deflection at 16m T intersection to swap the nature strip widths around.
- 2 The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the written consent of the Responsible Authority.
- 3 The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.
- 4 Prior to a Statement of Compliance being issued for the Plan of Subdivision under Section 21 of the Subdivision Act 1988, all conditions of Planning Permit Number P24342 must be complied with to the satisfaction of the Responsible Authority.
- 5 The holder of this permit is required to submit a Wildfire Management Plan to Council's Municipal Fire Prevention Officer prior to October each year, for the duration of the subdivision construction.

---

**Date issued:** 28 June 2022

**Signature for the responsible authority:**  \_\_\_\_\_

**Development contributions, levies and building envelopes**

- 6 Not more than 21 days prior to the issue of the Statement of Compliance the amount of both the Development Infrastructure Levy and Community Infrastructure Levy calculated in accordance with the provisions of the Greenvale Central Development Contributions Plan (the Plan) must be paid to Hume City Council to the satisfaction of the responsible authority.
- 7 Before the Statement of Compliance is issued under the Subdivision Act 1988, the Public Open Space contribution must be satisfied by the permit holder to Hume City Council in accordance with the schedule to Clause 53.01 of the Hume Planning Scheme and the Greenvale Central Precinct Structure Plan November 2013. Unless provided in a Public Infrastructure Plan, a schedule of public open space must also be submitted to Council showing the amount provided together with any cumulative totals of any credit/balance in the amounts provided to the satisfaction of the responsible authority.
- 8 Prior to the issue of the Statement of Compliance, a building envelope plan must be submitted to and approved by the responsible authority. The building envelope plan must show a building envelope for each lot greater than 300sqm to the satisfaction of the responsible authority. The building envelopes, created as a result of this permit, are approved building envelopes for the purposes of applying part 4 of the building regulations.
- 9 The plan of subdivision certified under the Subdivision Act 1988 must include a restriction that buildings on lots greater than 300sqm conform to the building envelopes shown on the approved building envelope plan. The restriction must provide for:
  - (a) buildings to be constructed only in conformity with the approved building envelope plan;
  - (b) a building envelope plan to be amended to the satisfaction of Council and any criteria or matters that must be considered by Council in deciding on an amendment to a building envelope;
  - (c) a building envelope plan to cease to have effect on the lot containing the envelope ten years from the date of issue of this permit, after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on the lot containing the building envelope
- 10 Prior to the certification of the plan of subdivision, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 72.04 of the Hume Planning Scheme.
- 11 The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the

**Date issued: 28 June 2022****Signature for the  
responsible authority:** 

responsible authority.

**Land vested in Council or other Authorities**

- 12 Land required for community facilities, public open space, reserves or public roads must be shown on a plan of subdivision as a reserve in favour of Hume City Council or another relevant person or body.
- 13 Within four weeks of the registration of the plan of subdivision at the Land Titles Office the following must be provided to the Responsible Authority:
  - (a) A Certificate of Title for all land vested in the Hume City Council on the plan of subdivision; and
  - (b) A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Title Office.

**Engineering Construction Plans**

- 14 Prior to the commencement of any road and/or drainage works of the subdivision, detailed design plans must be submitted to and approved by the responsible authority for construction under the provisions of Part 3 of the Subdivisions Act 1988. When approved the construction plans will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be submitted for stamping approval. The plans must include:
  - a) Engineering plans, standard drawings, notes and specifications must be in accordance with current Infrastructure Design Manual approved by the responsible authority for the proposed works that are to become public assets such as roads, the road elements, intersections, drains, conduits, bridges, public lighting and the like.
  - b) Details of any Cut and Fill.
    - i Earthworks Fill 300mm or greater must be clearly denoted such as hatching on the plan(s). Allotments are to provide existing and final levels on all corners.
    - ii Leveling of all new allotments to slope to new roads and reserve networks where possible to reduce rear property easement reliance.
  - c) Typical cross-sections for each street type, dimensioning individual elements such as service offsets, concrete footpath, shared pathways, kerb & channel, public lighting, cut off drains, allotment boundaries and any other spatial requirements identified in the Greenvale Central Precinct Structure Plan (PSP) applying to the land.
  - d) The minimum road reserve for all internal streets must be as per approved PSP or unless shown otherwise on the endorsed plan.
  - e) Where appropriate in accordance with the PSP and design guidelines,

**Date issued: 28 June 2022**

**Signature for the responsible authority:**  \_\_\_\_\_

concrete footpaths on both sides of every road except for Access lanes and any other circumstances as agreed with the responsible authority.

- f) The provision of conduits to service allotments fronting public roads, created for the more efficient or easy laying, repairing or replacing of water services and gas services.
  - I. Details of any water, gas, electricity and/or telecommunication conduits as required by the relevant service provider and/or the responsible authority.
  - II. A table of offsets for all utility services and street trees.
- (f) Fully sealed pavements with kerb and channel to dimensions generally in accordance with the relevant road cross sections in the Greenvale Central Precinct Structure Plan applying to the land, including traffic management devices where appropriate.
- (g) Sealed pavement design to be in accordance with the current Infrastructure Design Manual approved by the responsible authority.
- (h) Provision of a Vehicular Crossing to each allotment and municipal reserve to be created by the subdivision as per the following:
  - I. layout and specifications must be designed in accordance with the current Council standard drawings.
  - II. must be located a minimum 1m from any service pit, structure or facilities.
  - III. must be offset a minimum 9m from any side streets from the intersecting property boundaries.
  - IV. Unless an alternative treatment is approved by the responsible authority, crossovers on allotments with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover (double vehicle crossing) of no more than 3 metres in width at the property line for each allotment.
  - V. Minimum clearance between adjoining Vehicle Crossings must be 7m at the kerb.
- (i) Temporary turn-around areas within the subdivision site for waste collection vehicles (single unit truck) at the temporary dead end of any road. Where Temporary turn-around areas are placed on adjoining properties in different ownership than the subdivision developer, written approval to construct the Temporary turn-around areas must be provided by the adjoining land owner.
- (j) Intersections and treatments for new roads and from an existing carriageway must be designed and constructed in accordance with AustRoads Guide to Road Design manuals.
- (k) On Street car parking to be provided in accordance with VPA guidelines.

**Date issued: 28 June 2022**

**Signature for the responsible authority:** 

- (l) Details of any traffic control signs, line marking and signals. All carriageway lanes guided by line marking must be dimensioned.
- (m) Shared driveways are to support indented parallel parking. Maximum of three allotments to access any shared driveway off the public road.
- (n) Overland flow paths of a 1% AEP storm to indicate how excess runoff will safely be conveyed to its destination. Unless otherwise approved, no overland flows will be permitted to be discharged through private property.
- (o) Drainage outfall system in accordance with the approved drainage scheme (both interim and ultimate) indicating legal point of discharge and any access requirements for construction and maintenance.
- (p) Provide underground drainage network (both major and minor) incorporating, as appropriate:
  - i Easement drainage and inlets for all allotments which slope to the rear.
  - ii Road drainage with inlets for all allotments that slope to the road.
  - iii Land required for maintenance access to drainage facilities.
  - iv Watercourses, lakes, wetlands, silt ponds.
- (q) Cut-off drains & bunds to intercept stormwater run-off from adjoining properties. Where Cut-off drains placed on adjoining properties are in different ownership than the permits subdivision developer written approval to access and to construct the cut-off drain along with the creation of an easement over the drain is to be provided by the adjoining land owner. The cut off drains/bunds must be capable of discharging 1%AEP flows safely from the external catchments to the destination.
- (r) Provision of street trees within the road reserve. Tree species as per Hume City Council requirements.
- (s) Details of any Tree Protection Zones and Conservation Zones, indicating designated no go construction zones to occur in these areas. Provide TPZ detail on applicable engineering plans.
- (t) Location and design of street lighting in accordance with the requirements of AS/NZS 1158.1.1:2005, vehicular traffic (category V) lighting, Pedestrian Area (Category P) lighting, Essential Services Commission Public Lighting Code 2005 and AGLC Public Lighting Technical standard. Nonstandard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.
- (u) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).

**Date issued: 28 June 2022**

**Signature for the responsible authority:**  type text here



- 15 The As-Built drawings in AutoCAD format are required to meet the following:
  - (a) Drawings shall be in AutoCAD format, from a version no more than 3 years older than the current version.
  - (b) Drawings shall be prepared in GDA94 mapping coordinates.
  - (c) All additional attribute data for subdivision assets must be clearly tabulated on digital drawings.
  - (d) Where available all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers.
- 16 PDF plans are to comply with the following:
  - (a) Pipe offsets for drainage services to be shown from nearest boundary
  - (b) Created in archive format. (PDF/A)
  - (c) Are not to have any security modes set.
  - (d) Are to be multi-page single file.
- 17 Unless agreed to in writing by Council under section 21(1)(b)(ii) of the Subdivision Act 1988, all works shown on the endorsed construction plans must be constructed and are to be completed to the satisfaction of the responsible authority prior to the issue of a Statement of Compliance pursuant to Section 21 of the Subdivisions Act 1988.
- 18 Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a water course or easement drain except in accordance with the approved Drainage Strategy Plan to the satisfaction of the Responsible Authority.

### **Landscaping**

- 19 The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 copies of landscape development plans for all open space, streetscape developments and landscape elements, a copy of the specification and an estimate of costs for all works.
- 20 When approved the plans will be endorsed and will then form part of the permit. The development of these areas, including fencing of all reserves must be completed in accordance with the approved plans prior to the issue of a Statement of Compliance.
- 21 Following approval of the landscape development plans and prior to Statement of Compliance, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer, (in accordance with the Subdivision Act 1988), payment of fees for works within the road reserves at the following rates:
  - (a) plan checking fee: 0.75% of the value of the works
  - (b) supervision fee: 2.5% of the value of the works
- 22 Prior to Statement of Compliance, Council requires payment of

**Date issued: 28 June 2022**

**Signature for the responsible authority:**  \_\_\_\_\_

- a set plan checking and supervision fee for all reserves, in accordance with Council's currently adopted fees and charges.
  - a 35% Maintenance Bond.
- 23 Prior to Statement of Compliance, Council requires that all naturestrips and disturbed areas are stabilised with hydromulch in accordance with standard note required on all approved civil plans. These works are unable to be bonded.
- 24 The contractors undertaking the associated landscape development works must arrange a pre-construction meeting with Council's Subdivision Landscape Officer prior to commencement of any works.
- 25 The Responsible Authority must be notified of the completion of the public open space/landscape areas. An inspection must be undertaken and a verified costing of the works provided to Council before the maintenance period is to commence. The open space areas/landscape must be maintained for a minimum period of two (2) years after completion.
- 26 Prior to the commencement of the 2 year maintenance period Council requires that the developer forward as constructed electronic files in PDF and A-Spec/O-Spec formats for all landscape development works (including approved irrigation systems).
- 27 At the end of the specified maintenance period, the developer should request an end of maintenance inspection. This inspection will ensure that the asset has been maintained to the prescribed standard and can be handed over to Council.
- 28 No street or reserve trees are to be removed as part of this development without the prior written approval of the Responsible Authority. Any street or reserve trees approved to be removed and/or replaced are to be removed and/or replaced by Council at the owner's or developer's expense.
- 29 In order to prevent driver confusion and disorientation, headlight glare planting is required to be approved by Council for all road reserves between parallel roads in this development.

#### **Construction Site Environmental Management**

- 30 Prior to commencement of works, a Construction Site Environmental Management Plan (CSEMP), must be submitted to and approved by the Responsible Authority to address the potential impacts of construction works. The CSEMP must be generally in accordance with EPA Publication 1834 'Civil construction, building and demolition guide' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, and archaeological/heritage impacts.
- 31 Prior to commencement of works, contractors must be inducted into the CSEMP and all flora and fauna conservation requirements.
- 32 The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.

**Date issued: 28 June 2022**

**Signature for the responsible authority:**  \_\_\_\_\_

- 33 Prior to the commencement of works, a soil and fill recovery plan must be submitted to the satisfaction of the responsible authority. This plan must detail the quantity of soil and/or fill to be generated during construction, the reuse options for any excess soil and/or fill generated within the site and the quantity of soil and/or fill to be removed offsite. The contractor is to nominate in writing at the pre-commencement meeting the legal/approved location where the soil and fill will be disposed. Evidence of legal/approved disposal will be required to be submitted to the satisfaction of the responsible authority.

### **Vegetation Removal**

- 34 Prior to felling, trees identified for removal must be examined by a qualified zoologist for the presence of fauna, including those using external nests (e.g. Common Ringtail Possums, bird nests) and tree hollows. If native fauna species are located, they are to be salvaged and relocated in accordance with all relevant legislation and approvals, further to consultation with the Department of Environment, Land, Water and Planning.

### **Greenvale Central PSP**

- 35 Land required for public open space as a local park, as set out in the Greenvale Central Precinct Structure Plan, must be transferred to or vested in Council at no cost to Council.
- 36 Before the certification of the plan of subdivision, a Kangaroo Management Plan must be submitted to and approved by the Secretary to the Department of Environment Land Water and Planning. Once approved, the plan will be endorsed by the responsible authority and form part of the permit.
- 37 The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.
- 38 The salvage Translocation Protocol for Melbourne's Growth Corridors (Melbourne Strategic Assessment) (Department of Environment and Primary Industries 2013) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment Land Water and Planning, unless with the written consent of the Secretary to the Department of Environment Land Water and Planning.

### **Telecommunications**

- 39 The owner of the land must enter into an agreement with:
- (a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time;
  - (b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry

**Date issued: 28 June 2022**

**Signature for the responsible authority:**  \_\_\_\_\_

specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an areas where the National Broadband Network will not be provided by optical fibre.

- 40 Before the issue of a Statement of Compliance of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- (a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - (b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**The following conditions are required by Jemena**

- 41 The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Jemena Electricity Networks (Vic) Ltd in accordance with Section 8 of that Act.
- 42 The applicant shall enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Jemena Electricity Networks (Vic) Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
- 43 Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Local Government Electricity Supply Association (Vic) and Distribution Authorities to the extent determined by Jemena Electricity Networks (Vic) Ltd.
- 44 The No Go Zone requirements must be adhered to. These requirements can be found on Energy Safe Victoria's website: <https://esv.vic.gov.au/> and on Jemena's website: <https://jemena.com.au/electricity/safety/no-go-zones>.

**The following conditions are required by Yarra Valley Water**

- 45 The owner of the land must enter into an agreement with Yarra Valley Water for the provision of water, recycled water and sewage services. The endorsed Plan of Subdivision must be sent to Yarra Valley Water prior to certification.

**Downer**

- 46 The plan of subdivision submitted for certification must be referred to Ausnet Gas services in accordance with Section 8 of the Subdivision Act 1988.

**Date issued: 28 June 2022**

**Signature for the responsible authority:** 

**Department of Transport**

- 47 No compensation is payable (to DOT) under part 5 of the Planning and Environment Act 1987 in respect of anything done under this permit.

**The following conditions are required by Melbourne Water**

- 48 Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- 49 No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- 50 Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or watercourses. Prior to the issue of a Statement of Compliance, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water
- 51 Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 52 Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
- 53 Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 1% AEP storm event. A Certified Survey Plan may be required following our comments on the engineering drawings.
- 54 All new lots are to be filled to a minimum of 300 mm above the 1% AEP flood levels associated with any existing or proposed Melbourne Water pipeline and/or all new lots are to be filled to a minimum of 600 mm above the 1% AEP flood level associated with any existing or proposed Melbourne Water wetland, retarding basin or waterway.
- 55 Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- 56 The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
- 57 Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019),

**Date issued: 28 June 2022**

**Signature for the responsible authority:** 

- or where appropriate to Council's requirements and standards
- 58 The developer is to negotiate with the downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
- 59 All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- 60 Local drainage must be to the satisfaction of Council.
- 61 Any temporary or ultimate outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). The developer is to negotiate with the downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to certification of the first stage of subdivision.
- 62 Prior to the commencement of works, a separate application, direct to Melbourne Water, must be made for any works on or around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant signed practical completion forms from Asset Services must be submitted.
- 63 Plans of Subdivision created under a Section 35 of the Subdivision Act (1988) are to be referred to Melbourne Water.
- 64 Development and the delivery of works are to occur in accordance with the inprinciple approved stormwater management strategy unless otherwise agreed by both Council and Melbourne Water.
- 65 Prior to Certification of the first stage of subdivision, a delivery program outlining the proposed timing of interim and ultimate drainage works and the proposed delivery of subdivisional stages must be submitted to the satisfaction of Melbourne Water.
- 66 Prior to Certification, functional designs of drainage assets included in the relevant Melbourne Water Development Service Scheme are to be submitted for acceptance to the satisfaction of Melbourne Water.
- 67 Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy must be submitted and approved by Melbourne Water and Hume City Council. The strategy must demonstrate the following:
- The proposed alignment for any 20% AEP drainage infrastructure and any associated overland flow paths directions for the 1% AEP flood event;
  - That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change.
  - The details of the outfall/s for the development and calculate the appropriate flow volumes and flood levels for the 1% AEP storm event within the property;

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**Date issued: 28 June 2022**

**Signature for the responsible authority:** 

**Permit expiry**

66. This permit will expire if:

- The plan of subdivision is not certified within two years of the date of this permit; or,
- The plan of subdivision of the subdivision is not certified within ten years of the date of this permit, or
- The registration of the subdivision is not completed within five years of the certification of that plan of subdivision.

If a plan of subdivision is not certified within the dates specified under this permit, the responsible authority may extend the time for certification if a request is made in writing prior to expiry of the permit or within 6 months after the expiry date.

**Notes:**

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**Date issued: 28 June 2022**

**Signature for the  
responsible authority:**  \_\_\_\_\_

## IMPORTANT INFORMATION ABOUT THIS PERMIT

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### WHAT HAS BEEN DECIDED?

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The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

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### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

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### WHEN DOES A PERMIT BEGIN?

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A permit operates:

- (a) from the date specified in the permit, or
  - (b) if no date is specified, from –
    - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
    - (ii) the date on which it was issued, in any other case.
- 

### WHEN DOES A PERMIT EXPIRE?

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1. A permit for the development of land expires if –
    - (a) the development or any stage of it does not start within the time specified in the permit; or
    - (b) the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
    - (c) the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
  2. A permit for the use of land expires if –
    - (a) the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
    - (b) the use is discontinued for a period of two years.
  3. A permit for the development and use of land expires if –
    - (a) the development or any stage of it does not start within the time specified in the permit, or;
    - (b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
    - (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
    - (d) the use is discontinued for a period of two years.
  4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision –
    - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
    - (b) the permit expires if the plan is not certified within two years of the issue of the permit.
  5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.
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### WHAT ABOUT REVIEWS?

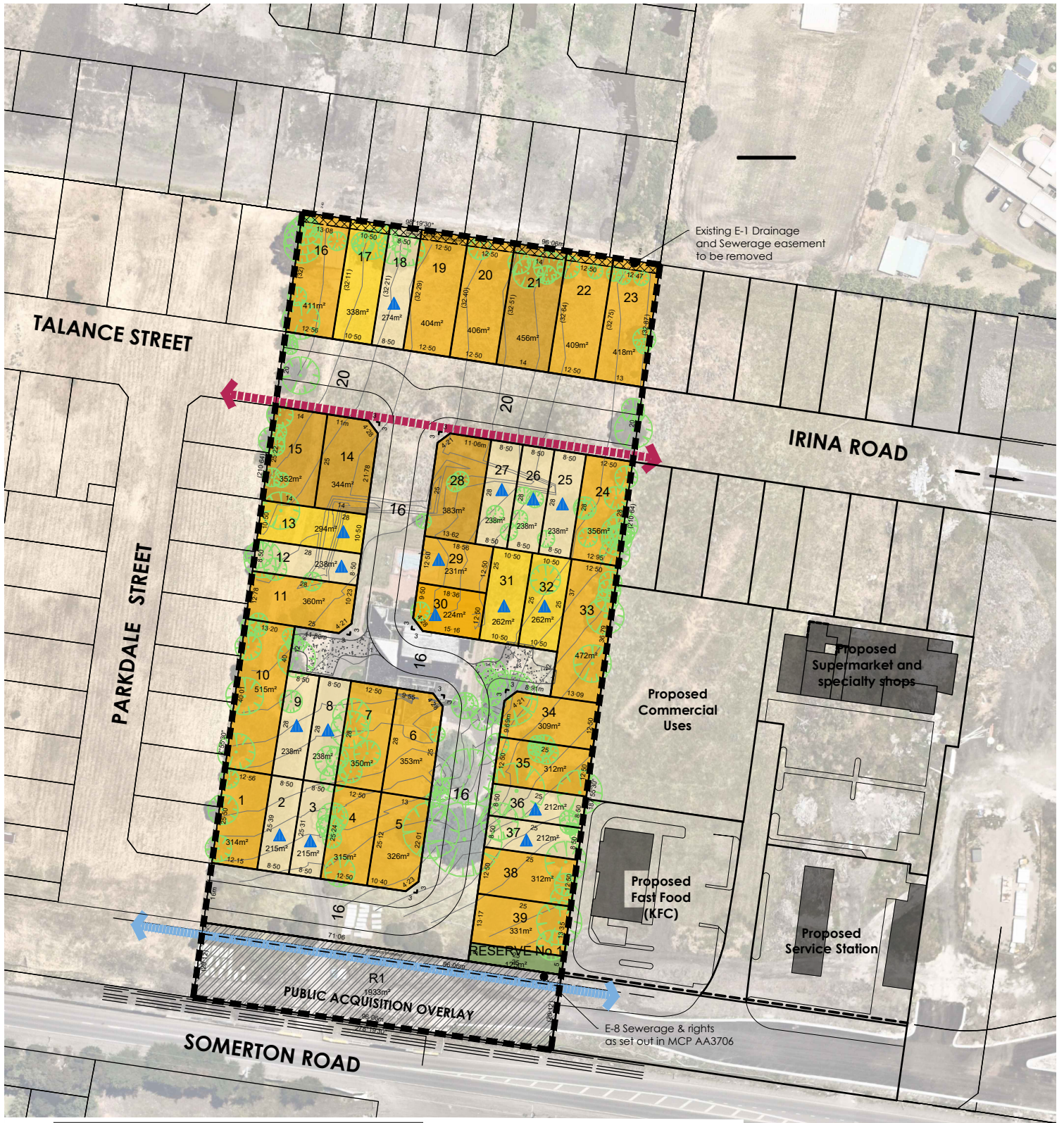
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- (a) The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
  - (b) An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
  - (c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
  - (d) An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
  - (e) An application for review must state the grounds upon which it is based.
  - (f) A copy of an application for review must also be served on the responsible authority.
  - (g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
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**Date issued: 28 June 2022**

**Signature for the responsible authority:** 





| PRELIMINARY LAND USE BUDGET - 690 Somerton Rd, Greenvale |  |      | LEGEND |   |
|--|--|------|--------|---|
| Plan Ref. 21051_SCP dated 6 Sept 2022                    |  |      |        | Tree Reserve                                |
|  |  |      |        | Small Lot Housing Code (Type A) lots        |
|  |  |      |        | Shared Path (2.5m) Refer Figure 7 in GC PSP |
|  |  |      |        | Extended driveways                          |
|  |  |      |        | Shared Path within Somerton Road            |
|  | TOTAL SITE AREA                            | 2.03 |        |   |
| Transport  |  |      |        |   |
|  | Arterial Road (Public Acquisition Overlay) | 0.20 |        | 10%   |
|  | SUB-TOTAL                                  | 0.20 |        | 10%   |
| TOTAL NET DEVELOPABLE AREA (NDA) HA                      |  |      |        | 90%   |
| Residential Area   |  |      |        | 1.24  |
| Local Streets  |  |      |        | 0.59  |
| POTENTIAL LOT YIELD                                      |  |      |        | 39 Lots                                     |
| DENSITY  |  |      |        | 21.3 dwellings/NDHa                         |
| AVERAGE LOT SIZE   |  |      |        | 318 m²                                      |

Note: This plan has been prepared based on preliminary information only. Detailed site and internal dimensions will need to be confirmed by survey.  
The plan is subject to review and approval by relevant authorities, and is subject to change.

| LOT MIX      |           |                |            |
|--------------|-----------|----------------|------------|
| Frontage (m) | Depth (m) | Number of lots | % of Total |
| 8.5          | 25-32     | 11             | 28%        |
| 10.5         | 25-32     | 4              | 13%        |
| 12.5         | 18.5-32   | 20             | 46%        |
| 14           | 25-32     | 4              | 13%        |
| TOTAL        |           | 39             | 100%       |

| Revisions |                                 |         |
|-----------|---------------------------------|---------|
| Revision  | Description                     | Date    |
| E         | Condition 1 and 10 requirements | 6/9/22  |
| D         | Amendments to address RFI       | 19/4/22 |

## Subdivision Concept Plan 690 Somerton Road - Greenvale