

# ALIGN LAW /

Level 2, 306 Little Collins Street  
Melbourne VIC 3000



## BRENDAN ESTATE LAKESIDE GREENVALE

### **CONTRACT OF SALE BRENDAN ESTATE**

**Brighton Homes Pty Ltd ACN 130 952 911 atf Tan Trust**

**Property: 7 Leafview Drive, Greenvale VIC 3059 being Lot 28 on PS831067G**

# CONTRACT OF SALE OF REAL ESTATE

**Property Address:** 7 Leafview Drive, Greenvale VIC 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.

### IMPORTANT NOTICE TO PURCHASERS OF 'OFF THE PLAN' PROPERTIES:

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; and
- A substantial period of time may elapse between the day on which the Purchaser signs the contract for sale and the day on which the Purchaser becomes the registered proprietor of the lot; and
- 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 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

Signature	Print name of person signing	state nature of authority if applicable (eg. director or attorney)	Date

### SIGNED BY THE VENDOR

on .....

.....  
 Brighton Homes Pty Ltd  
 Keng Joo Tan  
 Sole Director & Company Secretary

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Name: .....

Address: .....

Email: ..... Phone: .....

### VENDOR

Name: Brighton Homes Pty Ltd ACN 130 952 911 atf Tan Trust .....

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Align Law

Address: Level 2, 306 Little Collins Street, Melbourne VIC 3000

Email: achou@alignlaw.com.au Ref: AC:11064

Phone: 03 7036 6726

### PURCHASER

Name	Address	Telephone	Email	Is the Purchaser a Foreign Person or Corporation?
				<input type="checkbox"/> Yes <input type="checkbox"/> No <b>IF YES, complete Schedule 1</b>
				<input type="checkbox"/> Yes <input type="checkbox"/> No <b>IF YES, complete Schedule 1</b>
				<input type="checkbox"/> Yes <input type="checkbox"/> No <b>IF YES, complete Schedule 1</b>
				<input type="checkbox"/> Yes <input type="checkbox"/> No <b>IF YES, complete Schedule 1</b>

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: .....

Address: .....

Email: ..... Ref: .....

Phone: ..... Fax: .....

**PROPERTY**

Lot 28 on Plan of Subdivision PS 844980D being the land described in certificate of title Volume 12525 Folio 886 known as 7 Leafview Drive, Greenvale VIC 3059.

**GOODS SOLD WITH THE LAND**

Nil – Vacant Land

**PAYMENT**

Price \$ .....

Deposit \$ ..... payable on     /     /     (of which \$.....has been paid)

Balance \$ ..... payable at Settlement

.....

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

 **Margin Scheme**

**SETTLEMENT**

is due on .....

**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.

If '**subject to lease**' then particulars of 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.

**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**' appears in this box:

<b>special conditions</b>
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If the contract is subject to '**special conditions**' then particulars of the special conditions are attached.

**ELECTRONIC EXCHANGE** (see Special Condition 45)

Yes

X

No

## SCHEDULE 1

### Foreign Person Identification Verification and Information Form

The Purchaser and any natural person signing the Contract on behalf of the Purchaser warrants that the answers given in this form are true and accurate.

#### Individuals

If the Purchaser is a natural person, please provide and complete the following at the time of signing this Contract:

Passport number: \_\_\_\_\_  Attach copy of current passport

Passport number: \_\_\_\_\_  Attach copy of current passport

Passport number: \_\_\_\_\_  Attach copy of current passport

Passport number: \_\_\_\_\_  Attach copy of current passport

#### Corporations

If the Purchaser is a corporation, please list all shareholders, their full names and usual residential addresses and the percentage of issued share capital held by each of them:

#### Shareholders

Name	Address	% held	Passport details
			No: ..... Country: .....
			No: ..... Country: .....
			No: ..... Country: .....

#### Directors

Name	Address	% held	Passport details
			No: ..... Country: .....
			No: ..... Country: .....
			No: ..... Country: .....

**Trusts**

If the Purchaser is a trustee of a trust, please provide the following details:

Name of Trust	ABN of Trust (if applicable)

Beneficiaries (name each major beneficiary)	Address	% held	Passport details
			No: ..... Country: .....
			No: ..... Country: .....
			No: ..... Country: .....

## 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. all easements and encumbrances and restrictions set out in and/or implied by the Plan;
3. any easement or other right implied by s12 of the *Subdivision Act* 1988;
4. all encumbrances, restrictions, conditions and orders referred to in any planning, building or other permit related to the Property;
5. Planning Permit no. P21635.01 issued on 7 May 2019;
6. the provisions of any agreement which the Vendor may be required to enter into with any responsible authority in relation to the Plan including but not limited to an agreement under s173 of the *Planning and Environment Act* 1987 and arising out of a condition of any Planning Permit (as amended from time to time);
7. any restrictions or conditions issued by a Statement of Environmental Audit and/or any notices served under the *Environmental Protection Act* 1970;
8. easements of drainage and sewerage however created;
9. any existing lease, licence or other right of occupation granted by the Vendor or to be granted by the Vendor before the Settlement Date (if applicable);
10. Restrictions; and
11. any Additional Restrictions.

# GENERAL CONDITIONS

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

### 3. Identity of the land

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

### 4. Services

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

5. **Consents**

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

6. **Transfer**

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

7. **Release of security interest**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.

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

- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
8. **Builder warranty insurance**  
The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
9. **General law land**
- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **MONEY**

10. **Settlement**
- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.
11. **Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price;and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 14. Loan

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

## 15. Adjustments

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

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

## TRANSACTIONAL

### 16. Time

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

### 17. Service

- 17.1 Any document sent by:  
(a) post is taken to have been served on the next business day after posting, unless proved otherwise;  
(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:  
(a) personally; or  
(b) by pre-paid post; or  
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or  
(d) by email.
- 17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### 18. Nominee

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

### 19. Liability of signatory

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

### 20. Guarantee

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

### 21. Notices

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

### 22. Inspection

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

### 23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:  
(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and  
(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:  
(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;  
(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;  
(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;  
(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;  
(e) insurance costs paid by the vendor under paragraph must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**24. Loss or damage before settlement**

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

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

27.2 The default notice must:

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

**28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# SPECIAL CONDITIONS

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 In these special conditions, unless the context clearly indicates otherwise:

**Additional Restrictions** includes all easements, restrictive covenant, building envelopes, and the building envelope profiles forming part of the Plan, encumbrances, rights, privileges, restrictions on use, heritage listing or permits, covenants, dedications of land, agreements (including the entering into of any agreement under s173 of the *Planning & Environment Act 1987*), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development which may be:

- (a) required by a Governmental Agency;
- (b) required by a condition of a Planning Permit;
- (c) included in memorandum of common provisions which may be incorporated in the Plan; or
- (d) reasonably and properly required for the Development.

**Balance** means the amount described as the balance of the Price in the Particulars of Sale.

**Bank** means an authorised deposit-taking institution (**ADI**) as defined by the *Banking Act 1959* (Cth).

**Building Act** means the *Building Act 1993*.

**Business Day** means any day (except Saturday or Sunday) on which banks are open for business in Melbourne.

**Checklist** means the due diligence checklist attached to the Vendor' Statement.

**Claim(s)** means any claim, action, proceeding, judgment, damage, penalty, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Land;

**Common Property** means any common property on the Plan.

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration, radiation or substance including all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any Environmental Law which makes or may make the Land:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded;
- (d) not comply with any Environmental Law.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Day of Sale** means that day on which this Contract is executed by the Vendor.

**DBC Act** means the *Domestic Building Contracts Act 1995*.

**Deposit** means the amount set out as the "Deposit" in the Particulars of Sale.

**Development** means the proposed development of:

- (a) the Land in accordance with the Planning Permit (subject to any variations or amendments which may be made to them or any of them under this Contract);
- (b) the Site; and/or
- (c) the surrounding land of the Site.

**Development Works** means:

- (a) any works to subdivide the Land, the Site and/or the surrounding land forming part of the Development;
- (b) any demolition or construction works including works ancillary to or associated with those works;
- (c) any works to install infrastructure including services in relation to the Development;
- (d) any landscaping works including works ancillary to or associated with the landscaping works;
- (e) any other works in order to develop the Land, the Site and/or surrounding land in association with the Development, which are considered necessary or desirable by the Vendor; and
- (f) any works including but not limited to construction works by purchasers of land or other third parties within the Development.

**Duties Act** means the *Duties Act 2000*.

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

**Environmental Law** means a law regulating or relating to the environment.

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

**FIRB** means the Treasurer of the Commonwealth of Australia under the FATA.

**FIRB Application** means an application for the FIRB Approval.

**FIRB Approval** means approval granted by the FIRB to the Purchaser for the purchase of the Lot.

**Foreign Person** means a 'Foreign Person' as defined in FATA.

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means any consumption, goods or services or value added tax, by whatever name called, imposed, levied or collected by any federal or state government which operates at any time or times during the Contract including, without limitation, GST as defined in the GST Act and any tax which replaces GST.

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

**Guarantee** means a guarantee in the form of the guarantee attached to this Contract in Annexure 1.

**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, being an individual, dies;
- (c) a party, being an individual, loses mental capacity and a guardianship order is made pursuant to the Guardianship and Administration Act 1986 (Vic);
- (d) a party becomes insolvent;
- (e) 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;
- (f) a party assigns any of its property for the benefit of creditors or any class of them;
- (g) an encumbrance takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale;
- (h) any security interest becomes enforceable or is enforced against the party;
- (i) 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
- (j) any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

**Interest** means interest accrued on the Deposit.

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

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

**Lot** means the lot on the Plan of Subdivision as set out in the Particulars of Sale.

**lot** means a lot on the Plan of Subdivision which may include the Lot.

**Month** means a calendar month.

**NBN Building Ready Specifications** means specifications governing the building requirements for connection of a dwelling house to the national broadband fibre optic network as may be provided by the Vendor or as otherwise available at the website [www.nbnco.com.au](http://www.nbnco.com.au).

**Network Infrastructure** means the national broadband fibre optic network infrastructure.

**Outgoings** means all rates, taxes, assessments, fees and other outgoings and includes land tax on a multiple holding basis (if permitted by Law), levies, fire insurance premiums, owners corporation fees (if applicable) 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 the responsibility of the Purchaser.

**Party Entitled to the Interest** means the Vendor.

**Personal Information** means personal information as defined in *Privacy Act 1988* (Cth).

**Plan or Plan of Subdivision** means the Plan of Subdivision PS 844980D and includes any amendments or alterations made to that plan from time to time.

**Planning Permit** means:

- (a) the planning permit attached to the Vendor Statement; or
- (b) any planning permit that is required to be obtained under the Planning Scheme for the Development;

and as may be amended by the Vendor in its absolute discretion in accordance with Special Condition 12.

**Planning Scheme** means the Hume Planning Scheme.

**PPSR** means the *Personal Property Securities Act 2009* (Ct).

**PPSR Release** means:

- (a) release from the secured party releasing the property from the security interest;
- (b) a release from the secured party releasing the property from the security interest;
- (c) a statement in writing in accordance with s275(1)(b) of the PPSR setting out that the amount or obligation that is secured is nil at settlement; or
- (d) a written approval or correction in accordance with s275(1)(c) of the PPSR 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.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Property** has the meaning given to it in the Particulars of Sale.

**Property Controls** means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including but not limited to (if applicable) the

Planning Scheme, Restrictions, any design guidelines and Residential Development Standards (ResCode).

**Purchase Price** or **Price** means the amount set out as "Price" in the Particulars of Sale.

**Purchaser Rights** means:

- (a) making requisitions;
- (b) claiming compensation;
- (c) rescinding or purporting to rescind;
- (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 connect with this Contract.

**Restrictions** means the restrictions noted on the Plan or included in the memorandum of common provisions referred to in the Plan (if applicable).

**s173 Agreement** means an agreement under s173 of the *Planning & Environment Act 1987*.

**Settlement** means the day on which settlement of this Contract takes place and the Balance is paid to the Vendor.

**Settlement Date** means the day on which the payment of the Balance is due under this Contract.

**Site** means the Land including any other areas being developed by the Vendor as part of the Development.

**SLA** means the *Sale of Land Act 1962*.

**Stakeholder** means "stakeholder" as defined in s24(1) of the SLA.

**Subdivision Act** means the *Subdivision Act 1988*.

**Threshold Amount** means the threshold amount prescribed under section 10I of the *Sale of Land Act 1962*.

**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's Agent** means the Vendor's Estate Agent whose details are set out in the Particulars of Sale.

**Vendor's Lawyer or Vendor's Legal Practitioner** means Align Law of Level 2, 306 Little Collins Street, Melbourne VIC 3000.

**Vendor Statement** means the statement made by the Vendor under s32 of the SLA, a copy of which is attached hereto.

1.2 In this Contract unless the contrary intention appears or the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an obligation of two or more parties shall bind them jointly and severally;
- (d) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (e) a reference to a person includes a firm, a natural person, an unincorporated association, or a Government Agency;
- (f) a reference to a person includes a reference to the person's legal personal representatives, successors, and permitted substitutes and assigns; and
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

## 2. AMENDMENT TO GENERAL CONDITIONS

2.1 The Purchaser and the Vendor agree that if there is:

- (a) any inconsistency between the provisions of the General Conditions (**GC**) and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions will prevail and have priority; and
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.

2.2 The following GC are amended as set out in this special condition:

- (a) GC 1.1(a) is amended by inserting "and any encumbrance referred to in or arising out of any special condition in this contract of sale" after "caveats".
- (b) GC 1.1(b) is amended by inserting "exceptions, conditions and restrictions" after "reservations".
- (c) GC 2.1 is deleted.
- (d) GC 8 is deleted.
- (e) GC 12.1(a)(ii) is amended by the deletion of the figures and words "80% of".
- (f) The following GC 12.4 is added:

"12.4 Where the Purchaser is deemed by section 27(7) of the SLA to have given the deposit release authorisation referred to in section 27(1) of the SLA, the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title".

- (g) GC 14.2(c) is amended to read as follows: 'serves written notice ending the contract on the vendor by the approval date accompanied by information that evidences the loan was not approved to the satisfaction of the vendor; and'.
- (h) GC 15.2 is amended by deleting GC 15.2(b) and 15.2(c) and adding an additional clause 15.3 that reads:

"15.3 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments."

- (i) GC 18 is amended by adding an additional sentence as follows:

'Any nomination must be no later than 14 days prior to the Settlement Date. If the purchaser wishes to nominate it must deliver to the Vendor's Lawyer:

- (i) a nomination document which properly identifies the nominee(s) and the nominee(s)'s address(es) and is signed by each of the Purchaser and the nominee(s) (**Nomination Form**);
- (ii) if any nominee named in the Nomination Form is a corporation, a Guarantee and Indemnity (a copy of which is attached to this Contract in Annexure 1) correctly completed and executed by each director of such corporation; and
- (iii) a written statement from the Purchaser and the nominee in which the purchaser and the nominee;
  - (A) warrant to the Vendor that the nominee is not obliged by FATA to seek the Foreign Investment Review Board's approval to acquire an interest in the property; and
  - (B) agree that if the warranty in GC 18(c)(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
- (iv) a cheque payable by the nominee to the Vendor's Lawyer for \$350 plus GST in respect of the legal costs payable by the nominee under the nomination notice.'
- (j) GC 24.4, 24.5 and 24.6 are deleted.
- (k) GC21 is amended to read: 'The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the settlement date'.
- (l) GC25 is amended by adding the following new paragraph at the end of the general condition: 'The purchaser acknowledges that without limitation the following items constitute 'a reasonably foreseeable loss':

- (i) expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;
  - (ii) 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 and/or Property being included in the vendor's land tax assessment for the next calendar year;
  - (iii) 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
  - (iv) any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the property.'
- (m) GC26 is amended by replacing '2%' with '6%'.
- (n) GC28.4(a) is amended to read as follows: 'an amount not less than 10% of the price is forfeited to the Vendor as the Vendor's absolute property.'
- (o) GC 28.4(c) is amended by deleting the words 'one year' and inserting the words 'three years'.
- (p) GC28 is amended by including a new paragraph 28.6 as follows: 'Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price.'

### **3. ACKNOWLEDGMENT**

#### **3.1 The Purchaser acknowledges:**

- (a) having received from the Vendor prior to the Purchaser's execution of this Contract:
  - (i) the Vendor's Statement executed by the Vendor; and
  - (ii) a copy of this Contract; and
- (b) that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's Agent.

### **4. WHOLE CONTRACT**

#### **4.1 The Purchaser acknowledges and agrees that:**

- (a) the covenants and provisions contained in this Contract comprises the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Property (or any part) or otherwise will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reasons of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract and the existence of any such implication or collateral or other agreement is hereby expressly negated and cancelled; and
- (b) the Purchaser does not rely upon any promise, representation, warranty or undertaking arrangement, condition, statement or agreement given or made by the Vendor or the Vendor's

Agent or any agent or any person on behalf of the Vendor except for those set out in this Contract.

## 5. PURCHASER ACKNOWLEDGEMENTS

The Purchaser acknowledges and agrees that:

- (a) the information, image or depiction contained in any brochure, model, sample, promotional material, display suite or any other material relating to the Development (**'Marketing Material'**) is a guide only and does not constitute a warranty, representation, inducement, offer or contract;
- (b) the description of areas and measurements in the Marketing Material are approximations only and are not representative of the actual areas or dimensions of any lot or any part of a lot or any other area on the Plan and hence have not been relied upon by or induced the Purchaser to enter into this Contract;
- (c) any photographs or any images created for the Marketing Material including without limitation, all depictions of landscaping, roads, laneways, amenities, facilities, views and other representations of images used in the Marketing Material are for illustrative purposes only and have not been relied upon by or induced the Purchaser to enter into this Contract; and
- (d) the information contained in the Marketing Material is subject to change.

5.2 The Purchaser acknowledges and agrees that the Purchaser has entered into this Contract relying entirely upon the Purchaser's own enquiries and investigations.

## 6. IDENTITY OF LAND

6.1 Subject to the provisions of the SLA, the Purchaser accepts as identical with the Property the Lot bearing the same number on the Plan as the lot number specified in the title particulars set out in the Particulars of Sale, the Purchaser shall accept as identical with the Property the lot on the Plan when registered which occupies the same or approximately the same position in the space indicated on the Plan.

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

- (a) any actual or alleged misdescription of the Property or deficiency in its area or measurements;
- (b) any minor variations (being variations which will not materially affect the Property) between the Lot as set out in the Plan and the corresponding lot as shown on the Plan as registered;
- (c) any other amendments or variations on the Plan which do not materially affect the Property; and
- (d) any works affecting the natural surface level of the Property or any land abutting it or variations or alterations to those works particulars of which have been disclosed to the Purchaser, being proposed or carried out.

## **7. TITLE**

### **7.1 Acceptance of Title**

The Purchaser must accept as identical with the Property the Lot corresponding to the Property. The Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in respect of:

- (a) alterations to the Plan of Subdivision made in accordance with this Contract;
- (b) any matter contained in, endorsed upon or annexed to the Plan when it is registered by the Registrar;
- (c) any s173 Agreement entered into by the Vendor whether or not registered on title;
- (d) any variations between the number, size or location of the lots presently appearing on the Plan and as appearing on the Plan as registered; or
- (e) any renumbering of any lot on the Plan.

### **7.2 Restrictions and conditions**

The Purchaser buys the Property subject to the Additional Restrictions, Restrictions and/or any other restrictions or conditions required as a result of any application in relation to the Development and/or any other applicable planning controls.

### **7.3 Subdivision Act**

The Property is sold subject to the provisions of the Subdivision Act and purchases the Property subject to any easements, covenants or similar encumbrances affecting the Site, Land and/or Property including those required by this Contract, created or implied by the Subdivision Act and any easements affecting the Plan and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in relation to those easements, covenants or encumbrances.

### **7.4 Sale of Land Act**

The Vendor and the Purchaser agree that:

- (a) s10(1) of the SLA will not apply to this Contract in respect of the final location of any easement on the Plan;
- (b) easements for services may need to be created; and
- (c) lot boundaries and/or the boundaries of any other area on the Plan may need to be realigned to accommodate services.

## 7.5 Additional lots

- (a) The Purchaser acknowledges that the Vendor may before or after the Settlement Date create additional lots on the Plan by:
  - (i) further subdividing any lots in any stage of the Plan and/or the Site including but not limited to the creation of Common Property; or
  - (ii) reducing the area of any part of the Land or Site, including but not limited to roads, laneways, reserves, amenities and/or Common Property (if any).
- (b) The Purchaser expressly acknowledges that:
  - (i) the Vendor may have the Plan amended to include any additional lots; and
  - (ii) (if applicable) if any further lots are created in the Plan, the lot liability and lot entitlements in the Plan may change accordingly.
- (c) The Purchaser acknowledges that the Vendor may before the Settlement Date change the address of the Property, subject to the approval of the Relevant Authority.
- (d) The Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in connection with the creation of additional lots as contemplated under this special condition.

## 7.6 Additional encumbrances

- (a) The Purchaser acknowledges that it is aware of the possibility that as at the Day of Sale:
  - (i) all the easements, restrictions on use and positive covenants may not have been created;
  - (ii) all the leases, agreements and arrangements may not have been entered into; and
  - (iii) all of the rights and privileges may not have been granted,which it may be considered necessary or desirable for any Government Agency or the Vendor to create, enter into, or grant in relation to the Property, the Site or the Development.
- (b) If at any time it is considered necessary or desirable for a Government Agency or the Vendor to:
  - (i) create those easements, restrictions on use or positive covenants;
  - (ii) enter into those leases, agreements or arrangements, or
  - (iii) grant those rights or privileges,

then subject to the Purchaser's rights (if any) under the SLA, the Purchaser must not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of that creation, entering into or grant.

## 7.7 Staged Development

The Purchaser acknowledges and agrees that:

- (a) the Development may be progressively developed in stages;
- (b) the Plan is or may be part of a staged subdivision contemplated by s37 of the Subdivision Act and the regulations to the Subdivision Act;
- (c) the Vendor may, at any time and in its absolute discretion, amend a staged plan or a plan for an earlier or later stage in connection with the Development including reviewing the configuration, size, nature and use of the lots or proposed lots within the Development;
- (d) the Site may not be fully developed by the Settlement Date;
- (e) Development Works may be ongoing on or after the Settlement Date;
- (f) the Vendor makes no warranty or representation regarding:
  - (i) the timing of the Development or any stage of the Development; and/or
  - (ii) the form of the Development including the configuration, size, nature and use of any lot or proposed lots within the Development;
- (g) the timing of the Development including each stage in the Development is uncertain and the timing of the Development (whether or not it is undertaken) will be determined by the Vendor in the Vendor's absolute discretion;
- (h) the Purchaser will not seek compensation of any kind or make any Claim against the Vendor by reason of any alteration or amendments to the Development made by the Vendor pursuant to this special condition and/or by reason of any of the Development Works being undertaken;
- (i) the Purchaser will not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any person with the authority of the Vendor makes or any planning or other approval required to vary the Development or to carry out any part of the Development; and
- (j) the Purchaser indemnifies and will keep indemnified the Vendor against all Claims, damages and costs for which the Vendor may suffer due to a breach of Special Condition 7.9(i). The Purchaser agrees that this special condition will not merge on settlement.

## 8. ENVIRONMENTAL MATTERS

8.1 The Vendor makes no representation and gives no warranty that there is no Contaminant in, on or under the Land and/or Property.

8.2 The Purchaser:

- (a) acknowledges that it has inspected the Land and purchased it in its present condition irrespective of whether there is any Contaminant in, on or under the Land and/or Property; and

- (b) assumes full responsibility for the presence of any Contaminant on the Land and anything incidental to it, including compliance with all relevant Laws including Environmental Laws, all Property Controls and the requirements of any Government Agency in respect of it.

8.3 The Purchaser:

- (a) releases the Vendor to the extent possible at law in relation to any Claim or Loss relating to any Contaminant in, on or under the Land and/or Property or which has emanated or is emanating from the Land and/or Property; and
- (b) indemnifies the Vendor against all Claims and Loss, resulting in any way from the existence of Contamination in, on or under the Land and/or Property or which has emanated or is emanating from the Land and/or Property, including actions based on injury to any person or property.

8.4 The Purchaser must not exercise any Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that these matters do not affect the Vendor's title to the Land and/or Property.

8.5 This special condition does not merge on Settlement Date.

**9. PLANNING RESTRICTIONS**

9.1 The Purchaser acknowledges and agrees that the Purchaser buys the Property subject to any Planning Restriction. No Planning Restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make requisition or objection or be entitled to any compensation from the Vendor in respect of any Planning Restriction.

9.2 The Purchaser agrees to comply with the provisions of any Planning Restriction as it affects the use of the Property.

**10. DEPOSIT**

10.1 Any Deposit monies (as defined by Section 23 of the SLA) shall be held as a stakeholder by and applied by the Vendor's Lawyer in accordance with Division 3 of the SLA.

10.2 The stakeholder shall be entitled to place the Deposit in an interest bearing bank deposit and any interest earned (less costs duties and expenses incurred in connection) shall be paid to the party who becomes entitled to the stake.

**11. MARGIN SCHEME**

11.1 In this Special Condition:

- (a) GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (as amended); and
- (b) 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.

- 11.2 The parties agree that despite General Condition 13.6, 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.
- 11.3 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.
- 11.4 This Special Condition will not merge on settlement.

## **12. PLANNING PERMIT**

### **12.1 Planning Permit application and amendments**

- (a) The Purchaser acknowledges that the Vendor may apply for a Planning Permit or an amendment to the Planning Permit in connection with any use or development proposed for the Land or the Site.
- (b) The Purchaser will not:
- (i) object, or assist in or encourage any objection, to any application by or on behalf of the Vendor for a Planning Permit or amendments to Planning Permit for development or use of the Land, the Site or any part thereof; or
  - (ii) oppose, or assist or encourage the opposition of, any amendment to the Planning Permit proposed by or on behalf of the Vendor to enable development or use of the Land or the Site.

### **12.2 Onerous Conditions**

If the Planning Permit or amended Planning Permit is issued and either:

- (a) any of the conditions of the Planning Permit are not satisfactory to the Vendor (in the Vendor's absolute discretion); or
- (b) the Vendor is required to make any change to the plans submitted with the application for the Planning Permit that is not satisfactory to the Vendor (in its absolute discretion);

the Vendor may rescind this Contract by written notice to the Purchaser. For the avoidance of doubt, when exercising its discretion for the purposes of this special condition the Vendor may take into account and have regard to, without any limitation whatsoever, the market demand for or the commerciality, desirability, practicality or any other similar consideration of the Planning Permit, as determined by the Vendor in its sole discretion.

### **12.3 Refund of Deposit**

If the Vendor ends this Contract under Special Condition 12.2 then the Deposit will be refunded to the Purchaser and the Purchaser may not make any requisition, objection or claim for compensation for any loss or damage from the Vendor arising from or in connection with the ending of this Contract.

## **13. ADDITIONAL RESTRICTIONS**

### **13.1 Acknowledgment**

- (a) The Purchaser acknowledges that as at the Day of Sale and the Settlement Date not all of the Additional Restrictions may have arisen or been entered into, imposed, granted or finalised.
- (b) The Vendor can enter into, grant or finalise any Additional Restrictions on or after the Day of Sale.
- (c) The Purchaser acknowledges and agrees that:
  - (i) the Vendor may create in a memorandum of common provisions and/or require the Purchaser to create in the instrument of transfer of the Property (including by reference to a memorandum of common provisions) or otherwise, any Additional Restrictions in the form of easements or covenants which burden the Property; and
  - (ii) if the Restrictions are not included in the 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.
- (d) Subject to the Purchaser's rights under the SLA, the Purchaser must not exercise the Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions and/or the Restrictions.

### 13.2 **No assurance**

The Vendor does not give any assurance:

- (a) as to the nature of the Additional Restrictions;
- (b) that the Vendor will proceed, and may refrain from proceeding with, any Additional Restrictions; and
- (c) when any Additional Restrictions may or will be imposed, entered into, granted or finalised.

### 13.3 **Alteration to Additional Restrictions**

The Vendor may make such minor alteration to the Additional Restrictions that:

- (a) may be necessary to comply with any requirement, recommendation or requisition of a Government Agency or of a consultant to the Vendor or a combination of them; or
- (b) in the opinion of the Vendor are required for the development, use, occupation, proper management or adequate servicing of the Development or any part of it.

### 13.4 **Purchaser's obligations**

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.

### 13.5 **No Objection**

Subject to the Purchaser's rights under the SLA, the Purchaser will not exercise any Purchaser Rights by reason of the existence, granting, entering into or imposition of Additional Restrictions.

#### **14. OUTGOINGS AND OTHER EXPENSES**

- 14.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the Settlement Date on the basis that they have or will be paid by the Vendor. Despite this special condition the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.
- 14.2 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:
- (a) on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which the surface area of the Property bears to the surface area of the land that is subject to the assessment; or
  - (b) on such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.
- 14.3 Despite any other provision in this Contract, adjustment of land tax in accordance with Special Condition 14 shall only apply if the Price is of at least the Threshold Amount.
- 14.4 If any supplementary rates or outgoings are assessed, levied or charged against the Property on or after the Settlement date, the Purchaser shall be solely responsible to bear or pay the supplementary amount.
- 14.5 The Purchaser must pay each of the cost incurred by the Vendor of providing and/or connecting any Utilities to the Property including water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services, the cost incurred by the Vendor of installing meters in respect of such Utilities and any special fee or charge levied on the Vendor or after the Day of Sale by any Government Agency or relevant authority. The special fee or charge or other costs referred to in this Special Condition 14.5 will not be subject to apportionment between the Vendor and the Purchaser and payable in full by the Purchaser at settlement.

#### **15. LAND TAX**

- 15.1 This Special Condition 15 only applies if the Price is of at least the Threshold Amount.
- 15.2 Despite any other provision in this Contract, the parties agree that:
- (a) for the purpose of Special Condition 15.2(a) and the adjustment of apportionable outgoings between the Vendor and the Purchaser at Settlement, land tax shall be adjusted on the basis of the land tax assessment in respect of the Land or Site or any part thereof as at 31 December of the year preceding the Settlement Date (**Land Tax Assessment**); and
  - (b) land tax is adjusted:
    - (i) based on the proportional land tax stated on the Land Tax Assessment; and
    - (ii) between the Vendor and the Purchaser on the basis that the amount to be apportioned

between them is the proportion of the proportional land tax equal to the proportion which the surface area of the Property bears to the surface area of the land that is subject to the assessment.

15.3 The Purchaser acknowledges and agrees that:

- (a) if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
- (b) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (**Settlement Year**):
  - (i) 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 land holdings in Victoria; and
  - (ii) the additional tax as assessed by the Commissioner of State Revenue 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.

15.4 If Special Condition 15.3 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 the Additional Land Tax (**Amount Paid**).

15.5 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:

- (a) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
- (b) 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.

15.6 Despite Special Condition 15.2(a), 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.

15.7 The Vendor acknowledges that:

- (a) 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 of the Property; and
- (b) subject to Special Condition 15.1, it must pay any such land tax assessed to the Vendor within the time limit specified in the assessment notice.

## 16. DUTY

16.1 The Purchaser acknowledges and agrees that neither the Vendor nor anyone authorised on its behalf will be deemed to have made any warranty to the Purchaser as to the duty payable by the Purchaser and/or any concessions, exemptions or grants available to the Purchaser in connection with the sale

and transfer of the Property and that the Purchaser has made its own enquiries and investigations and obtained its own advice independent of the Vendor in that regard and has relied and relies on the results of its investigations and on its own judgement and on such advice.

16.2 The Purchaser further acknowledges and agrees that the Purchaser will be liable to pay all duty assessed due to the sale to the Purchaser of and the Purchaser's acquisition of the Property and will not make any claim, objection, demand, requisition, delay completion of, rescind or terminate this Contract in respect of any matter relating to duty assessed in respect of the sale to the Purchaser of and the Purchaser's acquisition of the Property.

16.3 The Purchaser hereby indemnifies and shall keep the Vendor indemnified at all times from and against all Claims upon the Vendor arising under the Duties Act in relation to the Purchaser's or any of the Purchaser's nominee's acquisition of the Property or the instruments of transfer or conveyance arising out of the acquisition by the Purchaser or the Purchaser's nominee of the Property.

## **17. DEVELOPMENT WORKS**

### **17.1 Post Settlement Works and Other Activities**

If the Development Works have not been completed on the Settlement Date, the Purchaser must:

- (a) not at any time after the Settlement Date:
  - (i) object to the carrying out of the Development Works by the Vendor or by any other party;
  - (ii) object to the dust, noise or other discomforts that may arise during the course of completion of the Development Works;
  - (iii) object to the Vendor or its authorised agents conducting marketing or leasing activities in, upon, about or near the Property for the marketing of any unsold;
  - (iv) institute or prosecute any action or proceeding for injunctions or damages arising out of or connected with the completion of the Development Works by the Vendor or any other party; or
  - (v) exercise the Purchaser Rights against the Vendor or make any Claim against the Vendor or any other person in relation to any nuisance, dust, noise or other inconvenience associated with any ongoing Development Works conducted in or around the Property or Site after settlement; and
- (b) provide access to the Property to the Vendor or their nominees after settlement for the purpose of completing the Development Works.

### **17.2 Display Suite**

If, for marketing purposes, the Vendor establishes a display suite on the Land or any other location for the purposes of marketing activities in relation to the Development then the Purchaser acknowledges that:

- (a) the Vendor makes no representation that the display suite was constructed in accordance with the Property Controls; and

- (b) the display suite is not intended to replicate any of the Development Works or any other improvements, fixtures or fittings constructed or to be constructed on the Site or the Land pursuant to this Contract.

### 17.3 Marketing Materials

- (a) The Purchaser acknowledges that:
  - (i) any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
  - (ii) the Vendor has no control over development by parties unrelated to the Vendor of property surrounding or nearby the Site;
  - (iii) the Plan and/or any other plans may change; and
  - (iv) any development of land or property surrounding or nearby the Site may affect the actual views that will be available from the Development and/or Property when any such development is completed.
- (b) The Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of any views depicted in the Vendor's marketing materials differing from the actual views due to (but not limited to):
  - (i) development of property surrounding or nearby the Development or Site;
  - (ii) changes to the Plan and/or the Development Works; or
  - (iii) as a result of any other act, matter or thing including without limitation, all depictions of landscaping, roads, reserves, laneways, facilities/amenities and other representations of images used in marketing materials;
  - (iv) the description of areas and measurements appearing in any marketing material with respect to the Development are approximations only and may differ from such actual areas and measurements on completion of the Development;
  - (v) the area and dimensions of any display suite or model of the Development being not representative of actual area or dimensions of the Lot, any part of the Lot, any other lot, any part of any other lot or the Site or any part thereof;
  - (vi) the information contained in any promotional material is for illustration purposes only and is subject to change. Statement, figures, calculations, plans, images and representations are indicative only; or
  - (vii) the information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

## 18. RESTRICTIONS AS TO USE

- 18.1 The Purchaser purchases the Property subject to the Restrictions and must comply with the

Restrictions.

18.2 The Vendor and Purchaser acknowledge and agree that:

- (a) if the Purchaser fails to comply with all or any of the Restrictions and fails to remedy the breach in accordance with special condition 18.2(c), the Purchaser grants the Vendor a licence to enter the Property for the purposes of rectifying the Purchaser's breach of the relevant Restriction;
- (b) 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
- (c) the Vendor must not exercise its rights under special condition 18.2(a), 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.

18.3 So long as the Vendor is the owner or occupier of any part or parts of the Development:

- (a) the Purchaser unconditionally and irrevocably assigns the benefit of the Purchaser's right as a benefited lot owner on the Plan to enforce the Restrictions against other lot owners on the Plan; and
- (b) 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.

## **19. FENCING**

19.1 The Purchaser acknowledges that the Price takes into account an amount assessed by the Vendor to cover the Vendor's estimated expenses in respect of contributions, as adjoining proprietor, to the costs of fencing to the Property. The Purchaser or the Purchaser's successors in title shall not make any claim on the Vendor in respect of any costs or expenses relating to boundary fencing of the Property and any adjoining land owned by the Vendor.

19.2 The Purchaser or the Purchaser's successors shall not make any Claims as a direct or indirect consequence of anything contained in this special condition 19.

## **20. LANDSCAPING**

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

20.2 The Purchaser agrees and acknowledges that:

- (a) any information provided by the Vendor in respect of such landscaping is indicative only;
- (b) the Purchaser is not relying upon such information in entering into this Contract;
- (c) no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor;

- (d) the Vendor retains the right to change such landscaping in its absolute discretion, including the right to not provide any landscaping; and
- (e) any potential changes made by the Vendor to such landscaping may have the affect of altering the visual amenity from the Property.

20.3 The Purchaser must not exercise any Purchaser Rights or make any Claim against the Vendor as a direct or indirect consequence of anything contained in this special condition 20.

## **21. NATIONAL BROADBAND NETWORK**

21.1 The Purchaser must adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a Dwelling on the Property.

21.2 The Purchaser acknowledges that:

- (a) must adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a Dwelling on the Property; and
- (b) failure to comply with the NBN Building Ready Specifications will either:
  - (i) prevent connection to the Network Infrastructure; or
  - (ii) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

21.3 The Purchaser must not exercise any Purchaser Rights or make any Claim against the Vendor as a direct or indirect consequence of anything contained in this special condition 21.

## **22. FOREIGN ACQUISITIONS AND TAKEOVERS ACT**

22.1 The Purchaser warrants the Vendor that:

- (a) the Purchaser has not breached section 26A of the FATA in entering into this Contract;
- (b) the Purchaser has obtained:
  - (i) any authority of the Reserve Bank of Australia required under the *Banking (Foreign Exchange) Regulations* 1959 (Cth); and
  - (ii) any other approval required from any authority under any other Law,to enter into this Contract.

22.2 If any of the warranties in this Special Condition 22 are untrue in any way:

- (a) the Purchaser will be in default under this Contract;
- (b) if this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of the warranty the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property; and
- (c) the Purchaser indemnifies the Vendor against all loss (including consequential loss) suffered by

the Vendor as a result of the breach of the warranty.

## **23. RESTRICTION ON RE-SALES**

- 23.1 The Purchaser must not until after settlement sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Property or any of the Purchaser's right or interest in, to or under this Contract without the prior written consent of the Vendor (which may be given or withheld in the absolute discretion of the Vendor).
- 23.2 The Purchaser indemnifies the Vendor against any loss arising out of a breach of this Special Condition 23.
- 23.3 The Purchaser acknowledges that Special Condition 23 is an essential term of this Contract.

## **24. ON-SALE BY THE PURCHASER**

- 24.1 Without limiting Special Condition 23, 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:
- (a) obtain the Vendor's prior written consent to the intended or actual sale or transfer of the Property;
  - (b) not erect a sign on the Property advertising the Property for sale;
  - (c) 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:
    - (i) details of the new owner of the Property (**New Owner**);
    - (ii) confirmation of payment made by the New Owner to the Vendor's Lawyer's Trust Account for \$350 plus GST being the Vendor's cost for preparing the deed contemplated by Special Condition;
    - (iii) a deed executed by the New Owner in favour of the Vendor in the form reasonably required by the Vendor under which the New Owner agrees as follows:
      - (A) the New Owner will continue to be bound by the obligations of the Purchaser (to the extent that they are ongoing) under the Contract; and
      - (B) 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 24.1.
  - (d) 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 24.1(c); and
  - (e) 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 24.1(c).
- 24.2 The Purchaser agrees to keep the Vendor indemnified against all Claims incurred by the Vendor and

arising in respect of the matters set out in this Special Condition (including a failure by the Purchaser to comply with the provisions of this Special Condition.

## **25. 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.

## **26. INSOLVENCY EVENT DEEMED DEFAULT**

26.1 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.

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

## **27. VENDOR STATEMENT**

27.1 The Purchaser acknowledges that:

- (a) 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:
  - (i) a Vendor Statement in writing containing the particulars required by Section 32(1) of the SLA (as amended); and
  - (ii) a Checklist in accordance with sections 33A and 33B of the SLA;
- (b) the Purchaser has read and understood those documents including all attachments; and
- (c) 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.

## **28. VENDOR MAY DEAL WITH THE SITE**

### **28.1 Vendor's rights**

The Vendor may:

- (a) sell the Development to another person and assign or novate the Vendor's rights and obligations under this Contract to another party;
- (b) grant a mortgage or charge over the Development, the Site, the Land or the Property;
- (c) mortgage, encumber or otherwise deal with its rights, privileges, benefits, obligations and interest under this Contract; and
- (d) execute a mortgage, charge, assignment and other document relating to the Development, the Site, the Land, the Property or this Contract as may be required by any mortgagee, charge or

assignee.

## 28.2 **No objection**

The Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in connection with any of the matters set out in this Special Condition.

## 28.3 **Purchaser's obligations**

The Purchaser must perform the Purchaser's obligations under this Contract to facilitate the Vendor's exercise of its rights under Special Condition 28.1.

## 29. **NOVATION**

### 29.1 **Documents**

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:

- (a) the deed in the form prepared by the Vendor novating this Contract to a third party (**New Vendor**); and
- (b) a Vendor Statement in the form prepared by the New Vendor.

### 29.2 **Novation to a New Vendor**

If this Contract is novated to a New Vendor, the Purchaser will not make a claim, enquiry, requisition or demand against the Vendor in respect of or arising from this Special Condition.

### 29.3 **Power of Attorney**

The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorney to execute the Deed of Novation if the Purchaser fails to execute the Deed of Novation within fourteen (14) days of being requested in writing by the Vendor or the Vendor's Lawyer to do so.

## 30. **DELAYED SETTLEMENT**

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

- (a) fails to settle on the due date for Settlement as set out in the Particulars of Sale (**Due Date**); or
- (b) requests an extension to the Due Date,

the Purchaser must pay to the Vendor's Lawyer's an amount of \$500 plus GST representing the additional legal costs and disbursements incurred by the Vendor to the Vendor's Legal Practitioner to deal with such failure or request.

## 31. **SPECIFIC PERFORMANCE**

Without limiting any other rights of the Vendor and in addition to all other rights of the Vendor, if the Purchaser is in default of its obligations under this Contract, the Vendor may seek an order for specific

performance of the Contract.

## **32. TRUST**

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

- (a) the Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- (b) the Purchaser warrants that the Purchaser has power under the Trust to enter into this Contract;
- (c) if the trustee is an individual, that signatory is personally liable under the Contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser;
- (d) the Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- (e) 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.

## **33. CORPORATE PURCHASER**

### **33.1 Warranties**

- (a) If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:
  - (i) each person who signs this Contract on behalf of that corporation:
    - (A) warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
    - (B) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
  - (ii) the Purchaser must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee to the Vendor's Lawyer or Vendor's Agent on the Day of Sale.
- (b) The Purchaser represents and warrants to the Vendor that:
  - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration/incorporation;
  - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Property; and
  - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from

entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.

### **33.2 Failure to guarantee**

If the Purchaser fails to produce the Guarantee on the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

### **34. PRIVACY ACT COMPLIANCE**

The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by any one or more of the Vendor and its related entities for the purposes of:

- (a) entering into, administering and completing this Contract and any development by the Vendor referred to therein;
- (b) planning and product development;
- (c) complying with the Vendor's obligations or to enforce its rights under this Contract;
- (d) providing to service providers engaged by the Vendor, including legal advisers, financial advisers, market research organisations, mail houses and delivery companies; and
- (e) providing to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and

in 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.

### **35. PURCHASER'S INDEMNITY**

The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment which the Vendor suffers or incurs or is liable for in respect of any act or omission occurring after the Settlement Date concerning the Lot, except to the extent caused by the Vendor.

### **36. OPERATION OF INDEMNITIES**

Unless this Contract states otherwise:

- (a) each indemnity in this Contract survives the Settlement Date or termination of this Contract;
- (b) each indemnity is separate and independent from any other indemnities or obligations; and
- (c) the Vendor may recover payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

### **37. COUNTERPARTS**

This Contract may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Contract is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, each person named as a party to this Contract.

### **38. NOTICES**

38.1 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 s13A of the *Electronic Transactions (Victoria) Act 2000*.

38.2 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;
- (b) by pre-paid post;
- (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.

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

### **39. SEVERABILITY**

If it is held by any court of competent jurisdiction that:

- (a) any part of this Contract is void, voidable, illegal or otherwise unenforceable; or
- (b) this Contract would be void, voidable, illegal or otherwise unenforceable unless any part of this Contract is severed from this Contract,

then that part will be severed from this Contract and will not affect the continued operation of the rest of this Contract.

### **40. WAIVER**

- (a) A party waives a right under this contract only if it does so in writing.
- (b) A party does not waive a right simply because it:
  - (i) fails to exercise the right;
  - (ii) delays exercising the right; or
  - (iii) only exercises part of the right.
- (c) A waiver of one breach of a term of this Contract does not operate as a waiver of another breach of the same term or a breach of any other term.

#### 41. GOVERNING LAW AND JURISDICTION

This contract is governed by the laws of Victoria and, where applicable, the Commonwealth of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and, where applicable, the Commonwealth of Australia.

#### 42. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

42.1 In this special condition:

**Amount** means the amount a Purchaser is required to pay the Commissioner in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TAA.

**Clearance Certificate** means a certificate in respect of the Vendor given by the Commissioner under section 14-200 of Schedule 1 of the TAA.

**Commissioner** has the meaning given to that term in the TAA.

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

42.2 This special condition only applies if the Property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the TAA.

42.3 The parties acknowledge and agree that:

- (a) If the Vendor has obtained and provided to the Purchaser at least 5 Business Days prior to the Settlement Date a valid Clearance Certificate, the Purchaser will not withhold an amount or remit an amount to the Commissioner under subdivision 14–D of Schedule 1 to TAA as a result of the Clearance Certificate under this Special Condition 42.3(a); and
- (b) to the extent that the Vendor has not provided to the Purchaser a valid Clearance Certificate pursuant to Special Condition 42.3(a) above, the Purchaser will provide to the Vendor written notice of its intention to withhold from a payment due under this contract or remit the Amount to the Commissioner under subdivision 14–D of Schedule 1 of the TAA at least 14 days prior to the day on which the Purchaser pays the amount to the Commissioner under subdivision 14–D of Schedule 1 of the TAA.

42.4 The specified period in the Clearance Certificate must cover the time of the transaction and must include the actual date of settlement.

42.5 The Purchaser must:

- (a) engage a legal practitioner or conveyancer (Representative) to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
- (b) ensure that the Representative does so.

42.6 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:

- (a) pay, or ensure payment of, the Amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this special condition if the sale of the Property settles;
- (b) promptly provide the Vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with, this special condition;

despite:

- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (e) any other provision in this Contract to the contrary.

42.7 The Representative is taken to have complied with the obligations in Special Condition 42.6 if in the case of settlement being conducted through the electronic conveyancing system):

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the Amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

42.8 Any Clearance Certificate or document evidencing variation of the Amount in accordance with section 14-235(2) of Schedule 1 to the TAA must be given to the Purchaser at least 5 Business Days before the due date for settlement.

42.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the Amount in accordance with section 14-200 of Schedule 1 to the TAA. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides true and correct.

42.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the Amount.

### 43. ELECTRONIC CONVEYANCING

#### 43.1 Interpretation

In this special condition:

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

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

**Election Date** means the date (if any), prior to settlement, on which the Vendor elects to effect an Electronic Settlement;

**Electronic Settlement** means settlement of a conveyance 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 the 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.

#### 43.2 **Purchaser's obligations**

- (a) If, prior to settlement, the Vendor elects to effect an Electronic Settlement the Purchaser agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:
  - (i) subject to Special Condition 43.2(b) making any necessary variations to this Contract to effect an Electronic Settlement;
  - (ii) signing all necessary documents and compelling the Settlement Parties to do so;
  - (iii) reimbursing the Vendor at settlement any fee charged by the ELNO to effect an Electronic Settlement; and
  - (iv) complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties to do so.
- (b) If an Election Date occurs the Vendor and Purchaser agrees that the variations required to this Contract as contemplated by Special Condition 43.2(a) will be:
  - (i) the E-Conveyance Variations in their proposed form as at the Election Date; and any further variations required by the Vendor (acting reasonably) to effect an Electronic Settlement.

#### 44. **GST WITHHOLDING**

##### 44.1 **Interpretations**

In this special condition:

**Commissioner** means 'Commissioner' as defined in the GST Act;

**GST Payment** means the payment contemplated by Section 14-250 in the TAA;

**Notification** means the notification contemplated by Section 14-255 in the TAA;

**TAA** means the Taxation Administration Act 1953 (Cth);

**Vendor's Notice** means the notice which contains, amongst other things, details required for the purpose of the Notification.

44.2 If the Purchaser is required to withhold GST pursuant to the TAA then this Special Condition 44 applies and General Conditions 13.2 and 13.3 do not apply to this Contract.

44.3 Words defined or used in Subdivision 14-E of Schedule 1 to the TAA or in the GST Act have the same meaning in this special condition unless the context requires otherwise.

- 44.4 The parties acknowledge and agree that:
- (a) the Vendor must prior to Settlement provide the Purchaser with the Vendor's Notice for the purpose of the Notification;
  - (b) the Purchaser must withhold the GST at Settlement;
  - (c) the Purchaser must make the GST Payment pursuant to the TAA but in any event must be on or before Settlement or as determined by the Commissioner; and
  - (d) the Purchaser may not exercise any Purchaser Rights due to any deficiency in the Vendor's Notice.
- 44.5 If Settlement is effected as an Electronic Settlement the Purchaser is taken to have complied with its obligations in Special Condition 44.4 if the Purchaser includes the amount equivalent to the GST Payment in the settlement statement requiring payment to the Commissioner with respect to this transaction.
- 44.6 If the Purchaser fails to make the GST Payment to the Commissioner in accordance with Special Condition 44, then without prejudice to the Vendor's other rights:
- (a) the Vendor may refuse to settle this Contract or may settle this Contract at any time between the Settlement Date and the date which is 5 days after the Purchaser makes the GST Payment; and
  - (b) the Purchaser is deemed to be in default under this Contract and the Purchaser must pay interest in accordance with General Condition 26.
- 44.7 The Purchaser must indemnify, hold harmless and keep indemnified the Vendor from and against all losses or claims that the Vendor and/or its representatives or Vendor's Lawyer pays, suffers, incurs or are liable for arising from or incidental to the Purchaser failing to make the GST Payment, if required, in the manner and within the time pursuant to the TAA.
- 44.8 This special condition is a fundamental term of this Contract and does not merge at Settlement or the transfer of the Property.
- 45. ELECTRONIC EXCHANGE**
- 45.1 This Special Condition only applies if the "Yes" box in the section of the Particulars of Sale marked "electronic exchange" has been ticked.
- 45.2 The Vendor and Purchaser acknowledge and agree that this Contract will be executed and entered into using electronic means.
- 45.3 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 SLA) and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.
- 45.4 The parties acknowledge and agree that the execution and exchange of this Contract will be effected as follows:
- (a) first, the Purchaser will execute the Vendor's Statement and then this Contract by way of

electronic signature;

- (b) second, the Vendor will execute this Contract by way of an electronic signature;
- (c) third, this Contract will be exchanged by email or other electronic means; and
- (d) lastly, a copy of this Contract as executed and exchanged will be provided to the parties.

45.5 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.

45.6 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.

45.7 Nothing in this Special Condition prevents or restricts the parties from executing and exchanging physical copies of this Contract.

45.8 If the Purchaser fails to comply with Special Conditions 45.5 and/or 45.6, the Purchaser appoints the Vendor's Solicitors as its attorney to execute two printed copies of this Contract on the Purchaser's behalf.

45.9 The Purchaser must not exercise any Purchaser Rights in respect of any matter contemplated in this Special Condition.

#### **46. SALE BY AUCTION**

46.1 If the Property is offered for sale by public auction, subject to the Vendors' reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 ("**Regulations**") or any rules prescribed by regulations which modify or replace those rules.

46.2 Notwithstanding the generality of the foregoing the items referred to in regulations 6(1)(a) and (b) of the Regulations are attached to this contract as Annexure "A".

## ANNEXURE 1

### GUARANTEE AND INDEMNITY

In consideration of the Vendor having entered into the Contract at the request of each Guarantors described in the Schedule (each of whom is described as the Guarantor):

1. The Guarantor guarantees to the Vendor due and punctual payment and performance by the Purchaser of:
  - (a) the Price and each part of it;
  - (b) all other moneys; and
  - (c) the terms and conditions contained in the Contracton the part of the Purchaser to be paid, observed or performed; and
2. The guarantor indemnifies and agrees to keep indemnified the Vendor against all loss and damage, suffered or incurred by the Vendor as a result of any default by the Purchaser in any payment under the Contract or the observance or performance by the Purchaser of the covenants and conditions of the Contract; and
3. The guarantor covenants with the Vendor that:
  - 3.1 If at any time default is made in payment of any moneys due and payable by the Purchaser under the Contract, the Guarantor will immediately on demand by the Vendor pay the whole of those moneys then due and payable, or
  - 3.2 If for any reason:
    - (a) the Purchaser ceases to be bound by all or any of the terms of the Contract; or
    - (b) the obligations of the Purchaser under the Contract are abrogated, diminished or modified in any way (otherwise than by performance of all the Purchaser's obligations or otherwise than by express agreement in writing to which the Vendor is a Party) and whether by operations of Law or otherwise including - but not being limited to:

disclaimer of the Contract by any liquidator or any other person who is or purports to be entitled by law to disclaim it:

then
      - (i) the Guarantor will pay to the Vendor an amount equal to the total loss or damage caused to the Vendor by reason of the Purchaser having so ceased to be bound or having its obligations so abrogated, diminished or modified; and
      - (ii) the Guarantor will in addition do all other acts and things as the Vendor may require to place the Vendor in as good a position as the Vendor would otherwise have been.

The obligations of the Guarantor under this clause are original and independent and not by way of surety.

- 3.3 The Guarantor is not released from liability under this Guarantee and Indemnity except by payment in full of the Price and the other moneys payable in accordance with the Contract, the performance and observance of all of the obligations of the Purchaser under the Contract and payment of all moneys under the Guarantee and Indemnity.
- 3.4 The Guarantee and Indemnity is not affected by:
- (a) any waiver or indulgence whether as to time or otherwise;
  - (b) any variation of the terms of the Contract;
  - (c) any assignment, renewal or extension of the Contract which the Vendor and Purchaser may agree;
  - (d) any want of capacity or of due execution by the Purchaser;
  - (e) any nomination of any additional or substitute purchaser under the Contract; or
  - (f) by any other matter or thing which but for this clause would modify or abrogate the liability of the Guarantor.
- 3.5 The Guarantor will not compete with the Vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the Purchaser.
- 3.6 In this document:
- (a) the expression the Contract means the contract of sale of land to which this Guarantee and Indemnity is attached;
  - (b) the expressions loss and damage includes both direct and consequential loss or damage;
  - (c) the expressions used in the Contract have the same meaning in this Guarantee and Indemnity;
  - (d) the singular means and includes the plural;
  - (e) if there is more than one Guarantor their obligations are joint and several;
  - (f) references to the Vendor is to each of them if there is more than one;
  - (g) references to the Purchaser include any additional or substituted purchaser nominated by the original purchaser under the Contract; and
  - (h) if there is more than one Guarantor described in the Schedule, the fact that any one Guarantor had not executed this Guarantee and Indemnity does not affect the liability of the other Guarantors.
- 3.7 The Guarantee and Indemnity is continuing and is not discharged by the winding up of the Guarantor or if the Guarantor, the Vendor or the Purchaser is a natural person by the death, of the Vendor the Purchaser or the Guarantor. The Guarantee and Indemnity continues to bind the successors and legal personal representatives of the Guarantor.

**SCHEDULE**

**GUARANTOR'S NAMES AND ADDRESSES**

.....  
.....  
.....  
.....

EXECUTED as a Deed on the                      day of                      20....

**SIGNED, SEALED AND DELIVERED** by                      )  
..... )  
in the presence of:                      )  
..... )  
Signature of witness                      )  
..... )  
Name of witness (block letters)                      )  
..... )  
Address of witness                      )  
..... )  
Occupation of witness

.....  
Signature of  
.....  
Name (block letters)

**SIGNED, SEALED AND DELIVERED** by                      )  
..... )  
in the presence of:                      )  
..... )  
Signature of witness                      )  
..... )  
Name of witness (block letters)                      )  
..... )  
Address of witness                      )  
..... )  
Occupation of witness

.....  
Signature of  
.....  
Name (block letters)

**ANNEXURE "A"**

**Auction Rules and Information**

## GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The property at this auction is co-owned by more than two vendors. One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer. Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

### Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

### Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

### Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

### What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

### Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

### Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

### **Forbidden activities at auctions**

The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

### **It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act* 1962 or the *Sale of Land (Public Auctions) Regulations* 2014. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

# ALIGN LAW /

Level 2, 306 Little Collins Street  
Melbourne VIC 3000  
T: 03 7036 6726


## VENDOR'S STATEMENT

<b>VENDOR</b>	Brighton Homes Pty Ltd ACN 130 952 911 atf Tan Trust
<b>PROPERTY</b>	7 Leafview Drive, Greenvale VIC 3059

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

Date of this Statement:

Vendor's name: Brighton Homes Pty Ltd atf Tan Trust

Signature of the Vendor:  .....

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

Date of this Acknowledgement:

Purchaser's name: .....

Signature of the Purchaser: .....

## 1. FINANCIAL MATTERS

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

As contained in the attached certificates

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

None to the Vendor's knowledge

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

Not applicable

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

Not applicable

## 2. INSURANCE

**Damage and Destruction** - if the Contract does not provide for the Property to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or to receipts of rents and profits, particulars of any policy of insurance maintained by the Vendor in respect of any damage to or destruction of the Property are as follows:

Not applicable

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

Not applicable

## 3. LAND USE

### 3.1 **Restrictions**

(a) A description of any easement, covenant or other similar restrictions affecting the Property (whether registered or unregistered) are as follows:

(ii) As set out in the attachments concerning the title to the Property described in paragraph 9;

(iii) easements that are implied under section 12(2) of the Subdivision Act 1988; and

(iv) any public rights of way and any private easement arising by use of the Property other than the Vendor. These may be evident from an inspection or observation from the Property.

(b) Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction described in paragraph 3.1(a) are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of title.

3.2 **Designated Bushfire Prone Area** - the Property is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

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

3.4 **Planning** - the Property is affected by a planning instrument as contained in the attached certificate.

#### 4. **NOTICES**

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

None to the Vendor's knowledge other than as disclosed in the attachments to the Vendor's Statement and the Contract. However, the Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities or government departments affecting the Property for which the Purchaser may become liable, unless they have been communicated to the Vendor.

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

None to the Vendor's knowledge

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

None to the Vendor's knowledge

#### 5. **BUILDING PERMITS**

Particulars of any building permit issued in the past 7 years under the *Building Act 1993 (Vic)* (required only where there is a residence on the Property) are contained in the attached certificate.

#### 6. **OWNERS CORPORATION**

The Property is not currently affected by an owners corporation within the meaning of the *Owners Corporation Act 2006*.

#### 7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The Property is not the subject of a GAIC recording under Part 9B of the *Planning and Environment Act 1987*.

**8. NON-CONNECTED SERVICES**

The following services marked with an 'X' in the accompanying box are not connected to the Property as at the date of this statement:

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

Services may be available but not connected at the time of or prior to settlement. The Purchaser will need to make their own arrangements to connect services to the Property and must pay any fees or costs charged for or associated with the connection of all services.

**9. TITLE**

Attached are copies of the following documents concerning title to the Property:

- (a) A Register Search Statement being certificate of title volume 12525 folio 886;
- (b) Plan PS844980D;
- (c) Covenant PS844980D;
- (d) Planning information;
- (e) Building information; and
- (f) Rates information.

**10. DUE DILIGENCE CHECKLIST**

The due diligence checklist issued by Consumer Affairs Victoria is attached.

# Due diligence checklist

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

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

[Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist)

([consumer.vic.gov.au/duediligencechecklist](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.

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

VOLUME 12525 FOLIO 886

Security no : 124113024583V  
Produced 28/02/2024 05:00 PM

LAND DESCRIPTION

Lot 28 on Plan of Subdivision 844980D.  
PARENT TITLE Volume 12465 Folio 057  
Created by instrument PS844980D Stage 2 12/01/2024

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BRIGHTON HOMES PTY LTD of 2 WIRTH STREET MOUNT WAVERLEY VIC 3149  
PS844980D Stage 2 12/01/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS844980D 12/01/2024

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

DIAGRAM LOCATION

SEE PS844980D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS844980D/S2 (B)	PLAN OF SUBDIVISION	Registered	12/01/2024

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

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

Street Address: 14 PEBBLE STREET GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 21997W ALIGN LAW  
Effective from 12/01/2024

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>PS844980D</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>28/02/2024 16:58</b>

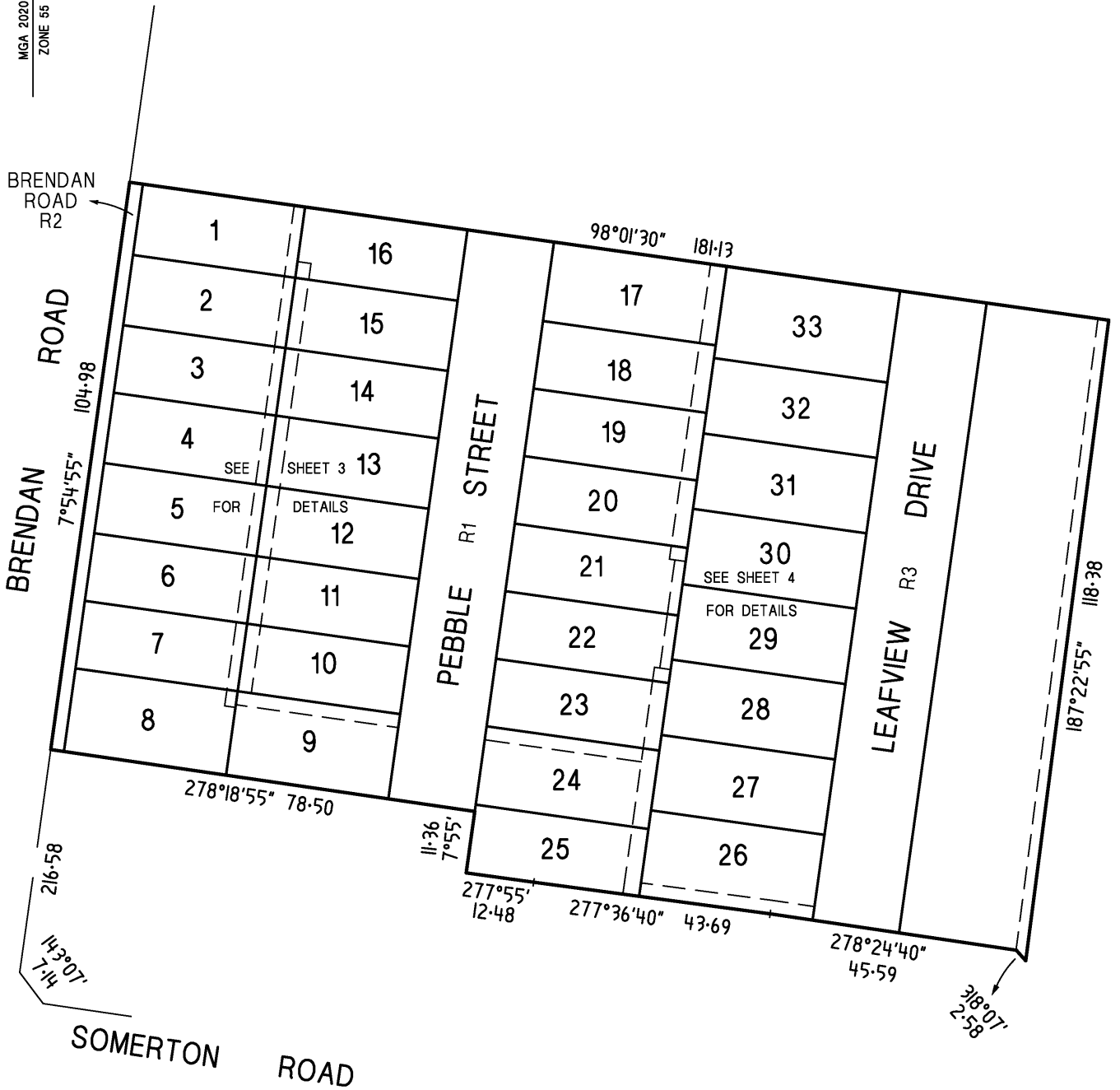
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Plan Number  
PS 844980D

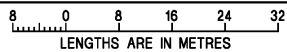


SUITE 107/91 MURPHY STREET  
RICHMOND 3121  
POSTAL ADDRESS:  
PO BOX 7, IVANHOE 3079  
PHONE: (03) 9425 9944  
EMAIL: mail@jrl.net.au

SURVEYORS REF:  
20-169 S1&2

ORIGINAL SHEET  
SIZE: A3

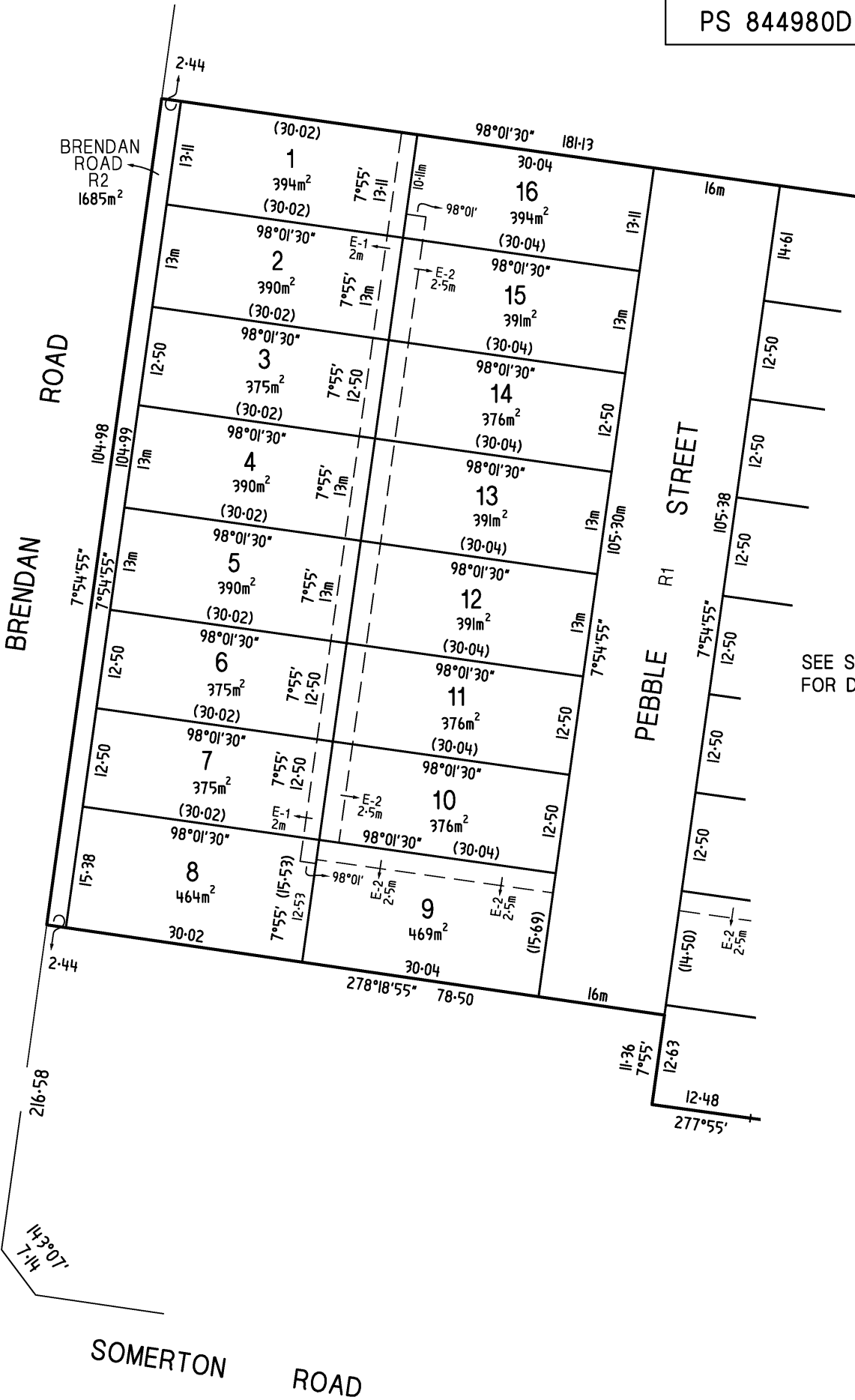
SCALE  
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SHEET 2

LICENSED SURVEYOR: RYAN LANSFIELD  
VERSION: S1 & S2 Combined (V1)

Plan Number  
PS 844980D



SEE SHEET 4 FOR DETAILS

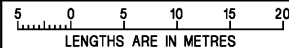


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SIZE: A3

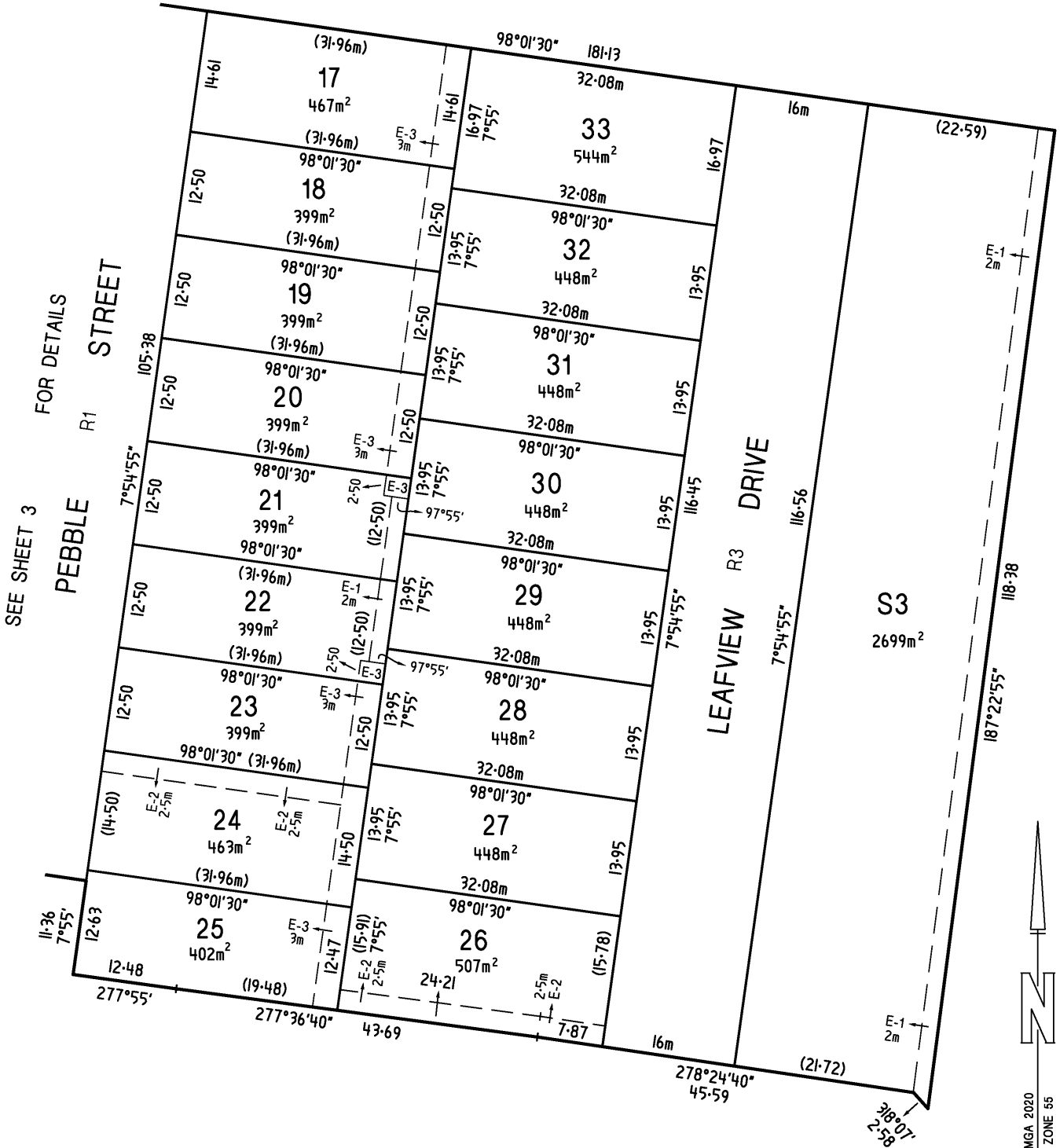
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SHEET 3

LICENSED SURVEYOR: RYAN LANSFIELD  
 VERSION: S1 & S2 Combined (V1)

Plan Number  
PS 844980D



SEE SHEET 3  
FOR DETAILS

PEBBLE STREET R1

LEAFVIEW DRIVE R3

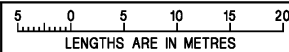


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SURVEYORS REF:  
20-169 S1&S2

ORIGINAL SHEET  
SIZE: A3

SCALE  
1:500



SHEET 4

LICENSED SURVEYOR: RYAN LANSFIELD  
VERSION: S1 & S2 Combined (V1)

**CREATION OF RESTRICTION A**

Plan Number

**PS 844980D**

The following restriction is to be created upon registration of Plan of Subdivision No. 844980D by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

For the purposes of this restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

**TABLE OF LAND BURDENED AND LAND BENEFITED:**

Burdened Lot No.	Benefited Lots	Burdened Lot No.	Benefited Lots	Burdened Lot No.	Benefited Lots	Burdened Lot No.	Benefited Lots
1	2, 16	6	5, 7, 11	11	6, 10, 12	16	1, 15
2	1, 3, 15	7	6, 8, 10	12	5, 11, 13	22	23
3	2, 4, 14	8	7, 9	13	4, 12, 14	23	22, 24
4	3, 5, 13	9	8, 10	14	3, 13, 15	24	23, 25
5	4, 6, 12	10	7, 9, 11	15	2, 14, 16	25	24
<b>Burdened Lot No.</b>	<b>Benefited Lots</b>	<b>Burdened Lot No.</b>	<b>Benefited Lots</b>	<b>Burdened Lot No.</b>	<b>Benefited Lots</b>		
17	18, 33	26	27	31	19, 20, 30, 32		
18	17, 19, 32, 33	27	26, 28	32	18, 19, 31, 33		
19	18, 20, 31, 32	28	27, 29	33	17, 18, 32		
20	19, 21, 30, 31	29	21, 28, 30				
21	20, 29, 30	30	20, 21, 29, 31				

**DESCRIPTION OF RESTRICTION**

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

**Building Envelopes**

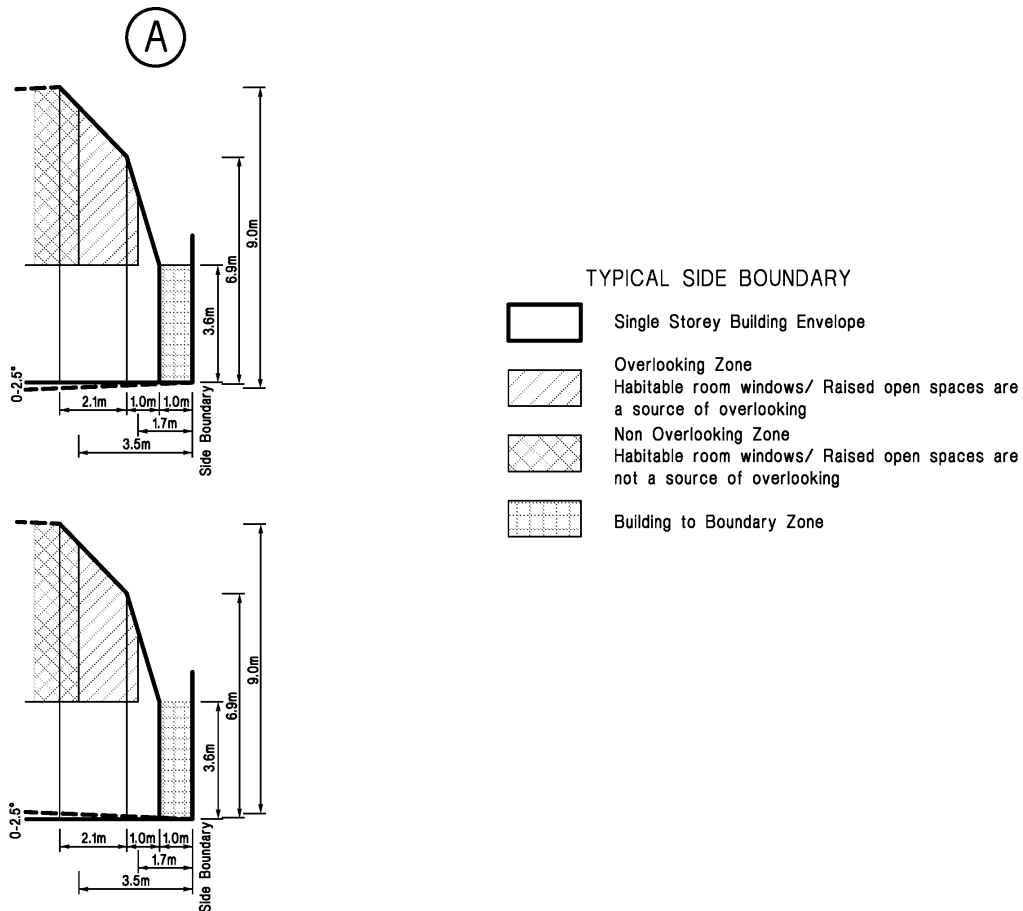
- (a) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown in Schedule 1 & 2 on the following sheet
- (b) build or allow to be built on the Lot any building other than in accordance with allowable encroachments as defined in Regulation 74(3) of the Building Regulations 2018.
- (c) Amend an approved building envelope plan unless to the satisfaction of the Responsible Authority.
- (d) Obtain a building permit on a specified lot on the building envelope plan unless the developer has provided the pre-requisite approval to the building plans.

This requirement shall cease to effect the relevant lot one (1) year after the issue of a certificate of occupancy for the whole of the dwelling on the lot.

The requirement outlined in (a) and (b) shall cease to have effect on the lot containing the envelope ten (10) years after an occupancy permit is issued for the whole of the dwelling on the lot containing the building envelope.

**PROFILE DIAGRAM**

Profile referenced in the building envelope plan  
0-2.5° Slope  
STANDARD ALLOTMENT

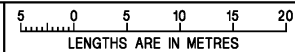


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SURVEYORS REF:  
20-169 S1&S2

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SIZE: A3

SCALE  
1:500



SHEET 1

LICENSED SURVEYOR: RYAN LANSFIELD  
VERSION: S1 & S2 Combined (V1)

SCHEDULE 1

SCALE  
1:500

Plan Number

PS 844980D

LEGEND

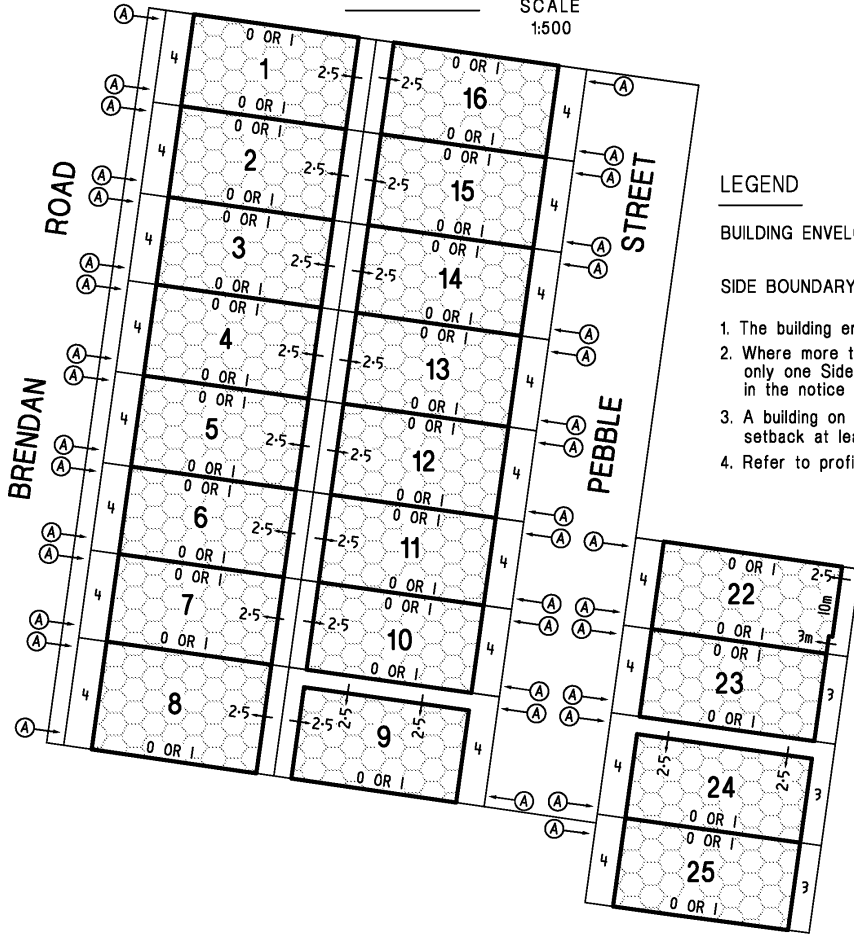
BUILDING ENVELOPE



SIDE BOUNDARY PROFILE

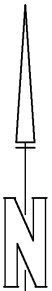
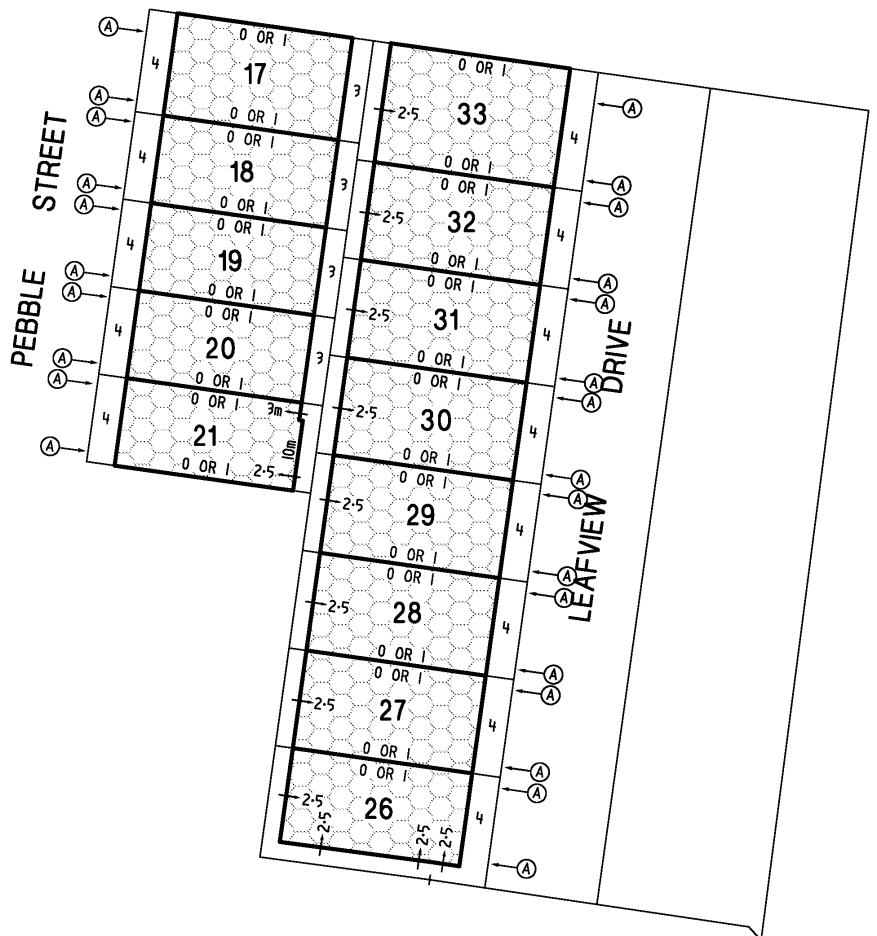


1. The building envelopes on this plan are shown enclosed by continuous thick lines.
2. Where more than one Side Boundary Profile has been assigned to a Side Boundary, only one Side Boundary Profile is to apply to the lot having regard to the clauses in the notice of restriction affecting the lot.
3. A building on a lot which has two side boundaries denoted as 0 or 1 must be setback at least one metre from one of the two side boundaries.
4. Refer to profile diagrams on sheet 1 and referenced in the building envelope plan.



SCHEDULE 2

SCALE  
1:750



MGA 2020  
ZONE 55

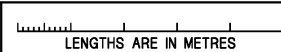


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20-169 S1&S2

ORIGINAL SHEET  
SIZE: A3

SCALE  
see above



SHEET 2

LICENSED SURVEYOR: RYAN LANSFIELD  
VERSION: S1 & S2 Combined (V1)





## New Street Address Allocations Information

*Advice of street address and lot location of each lot on the plan.*

**Plan No:** PS844980D/S2  
**Certified:** 14/09/2021  
**No. of Lots:** 14  
**Council Name:** Hume City Council  
**Council Ref No:** P21635.01, S009370  
**SPEAR Ref No:** S166039V  
**Property:** 40 BRENDAN ROAD, GREENVALE VIC 3059

Lot Number	House Number	Road Name	Road Type	Locality
17	22	PEBBLE	STREET	GREENVALE
18	20	PEBBLE	STREET	GREENVALE
19	18	PEBBLE	STREET	GREENVALE
20	16	PEBBLE	STREET	GREENVALE
21	14	PEBBLE	STREET	GREENVALE
26	3	LEAFVIEW	DRIVE	GREENVALE
27	5	LEAFVIEW	DRIVE	GREENVALE
28	7	LEAFVIEW	DRIVE	GREENVALE
29	9	LEAFVIEW	DRIVE	GREENVALE
30	11	LEAFVIEW	DRIVE	GREENVALE
31	13	LEAFVIEW	DRIVE	GREENVALE
32	15	LEAFVIEW	DRIVE	GREENVALE

33	17	LEAFVIEW	DRIVE	GREENVALE
S3	40B	BRENDAN	ROAD	GREENVALE

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 24/08/2021

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 07 March 2024 11:31 AM

## PROPERTY DETAILS

Address: **14 PEBBLE STREET GREENVALE 3059**

Lot and Plan Number: **This property has 14 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **HUME**

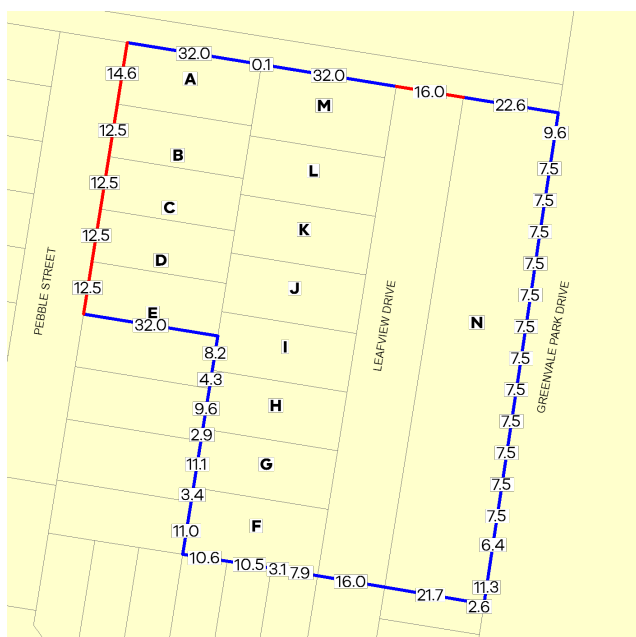
Council Property Number: **747457**

Directory Reference: **Melway 179 A7**

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

## SITE DIMENSIONS

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



**Area:** 10363 sq. m (1.04 ha)

**Perimeter:** 442 m

For this property:

— Site boundaries

— Road frontages

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

2 overlapping dimension labels are not being displayed

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

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

## PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI		Lot/Plan or Crown Description	SPI
A	Lot 17 PS844980	17\PS844980		H Lot 28 PS844980	28\PS844980
B	Lot 18 PS844980	18\PS844980		I Lot 29 PS844980	29\PS844980
C	Lot 19 PS844980	19\PS844980		J Lot 30 PS844980	30\PS844980
D	Lot 20 PS844980	20\PS844980		K Lot 31 PS844980	31\PS844980
E	Lot 21 PS844980	21\PS844980		L Lot 32 PS844980	32\PS844980
F	Lot 26 PS844980	26\PS844980		M Lot 33 PS844980	33\PS844980
G	Lot 27 PS844980	27\PS844980		N Lot S3 PS844980	S3\PS844980

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **GREENVALE**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 March 2024 11:33 AM

## PROPERTY DETAILS

Address: **14 PEBBLE STREET GREENVALE 3059**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **HUME**

Council Property Number: **747457**

Planning Scheme: **Hume**

Directory Reference: **Melway 179 A7**

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

[Planning Scheme - Hume](#)

This property has 14 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **GREENVALE**

## OTHER

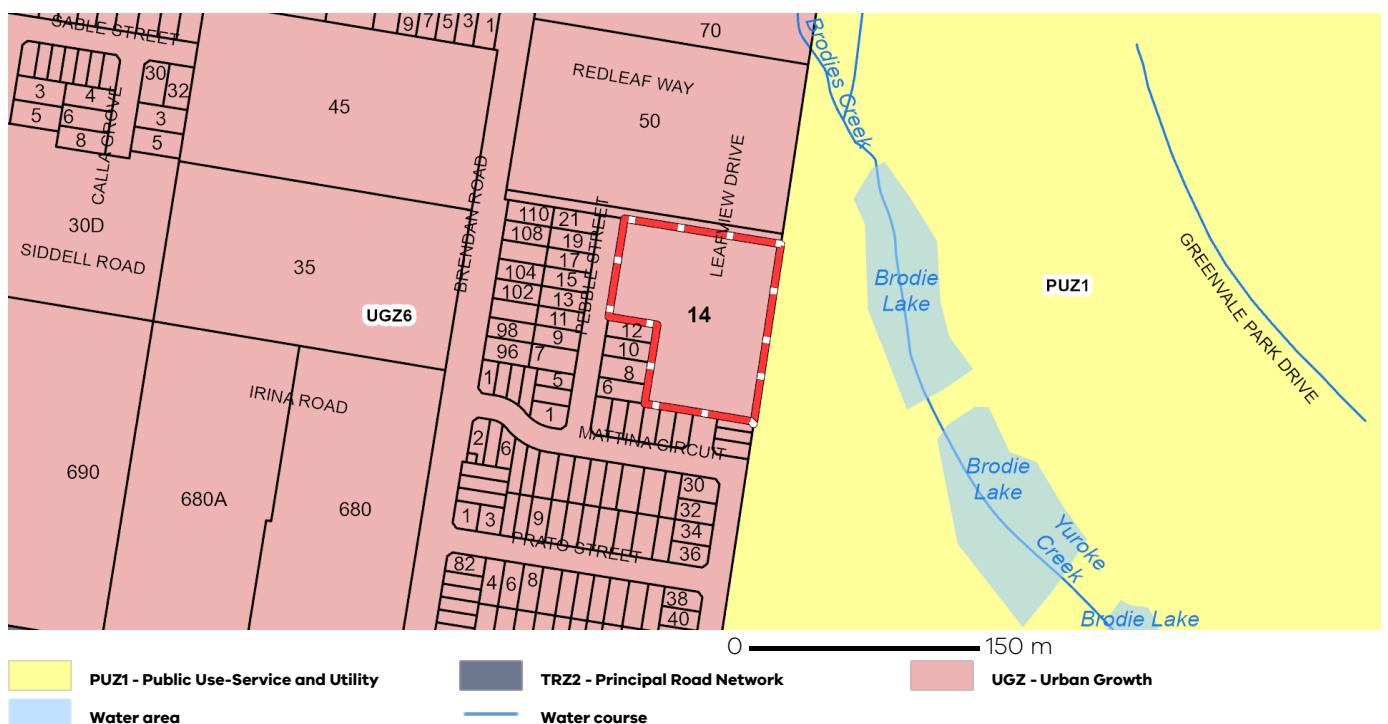
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

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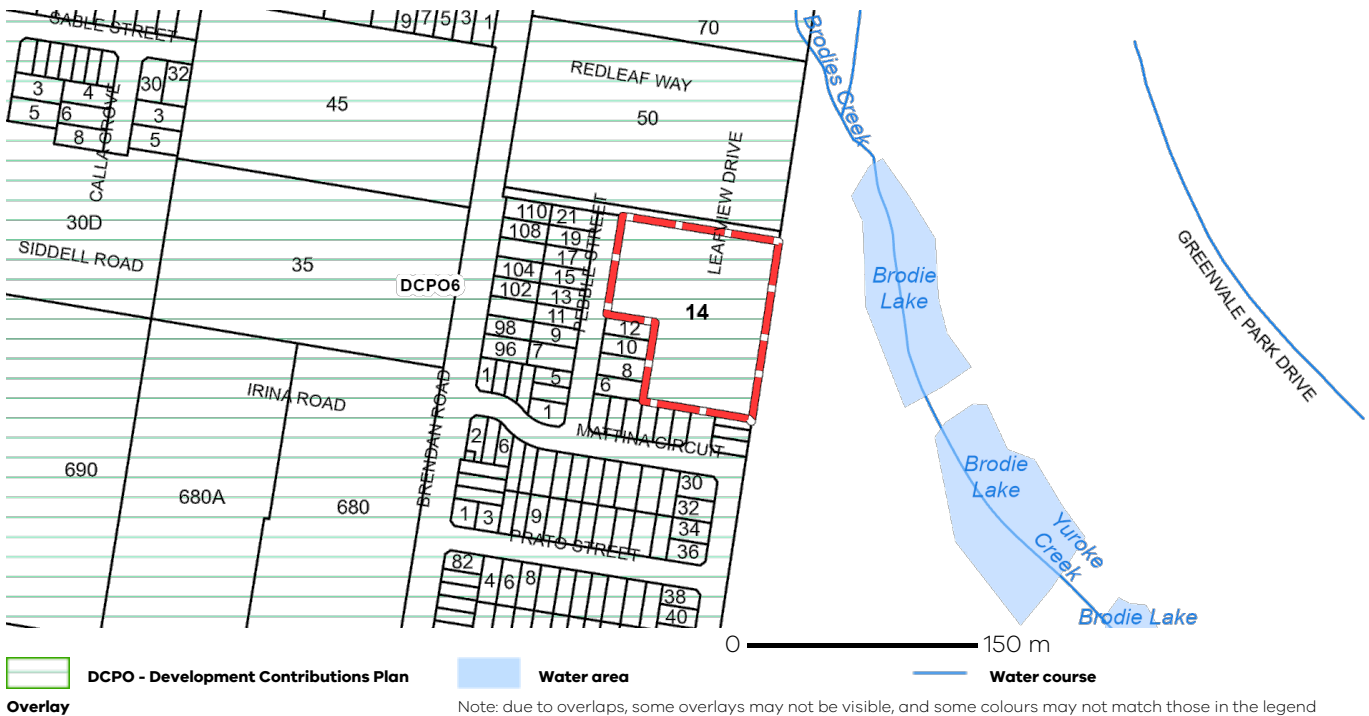
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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 Overlays

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

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

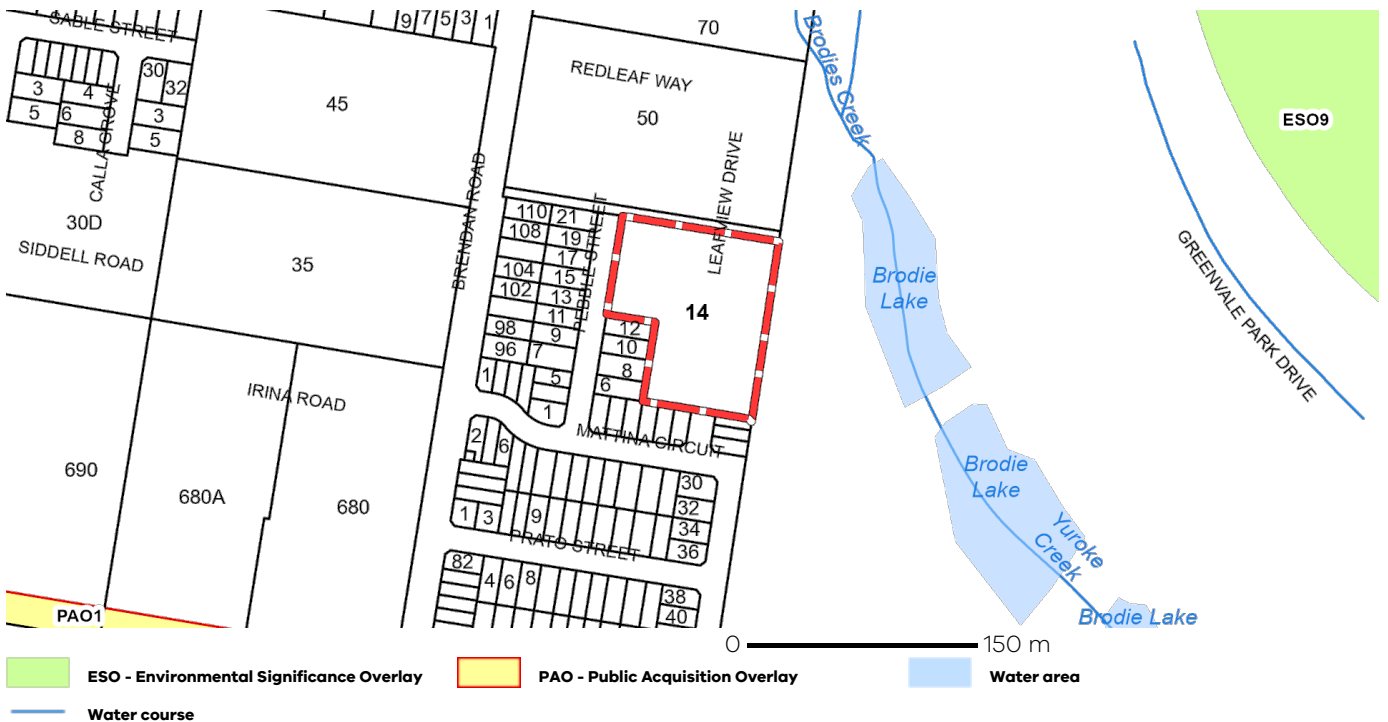


### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

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



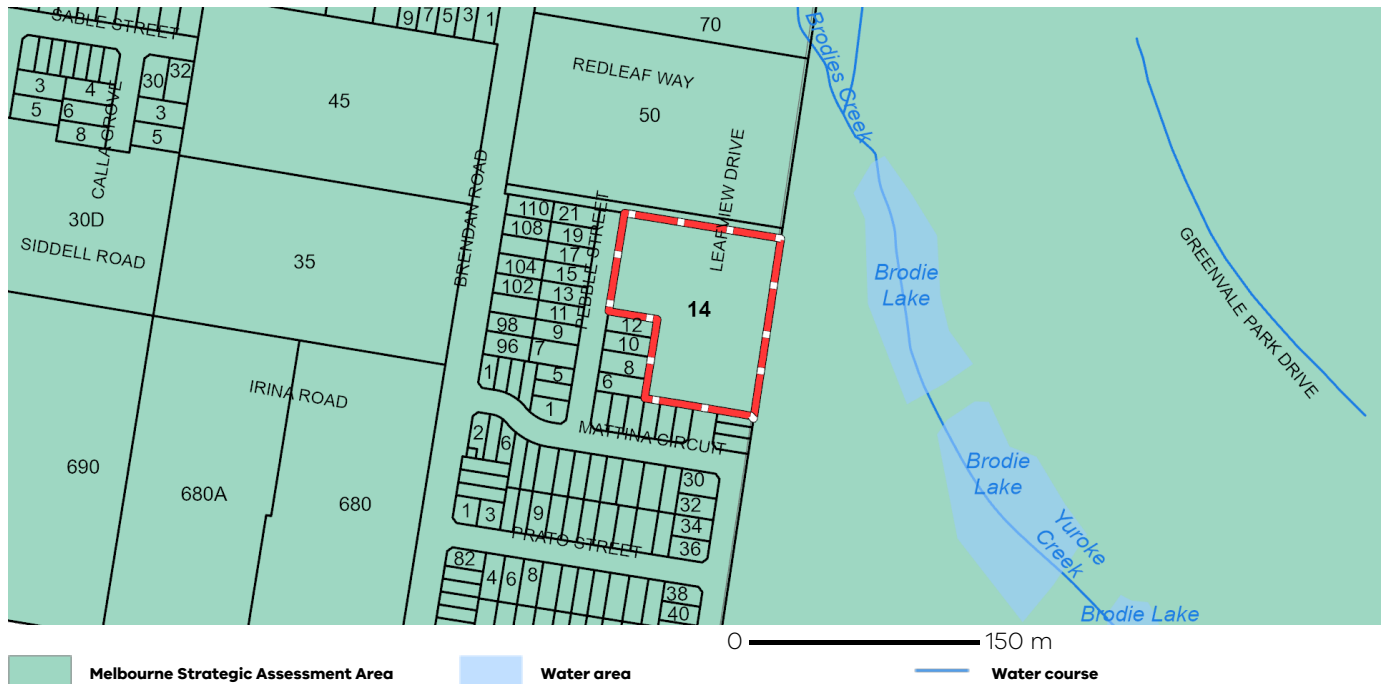
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## 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://nvm.delwp.vic.gov.au/BCS>



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

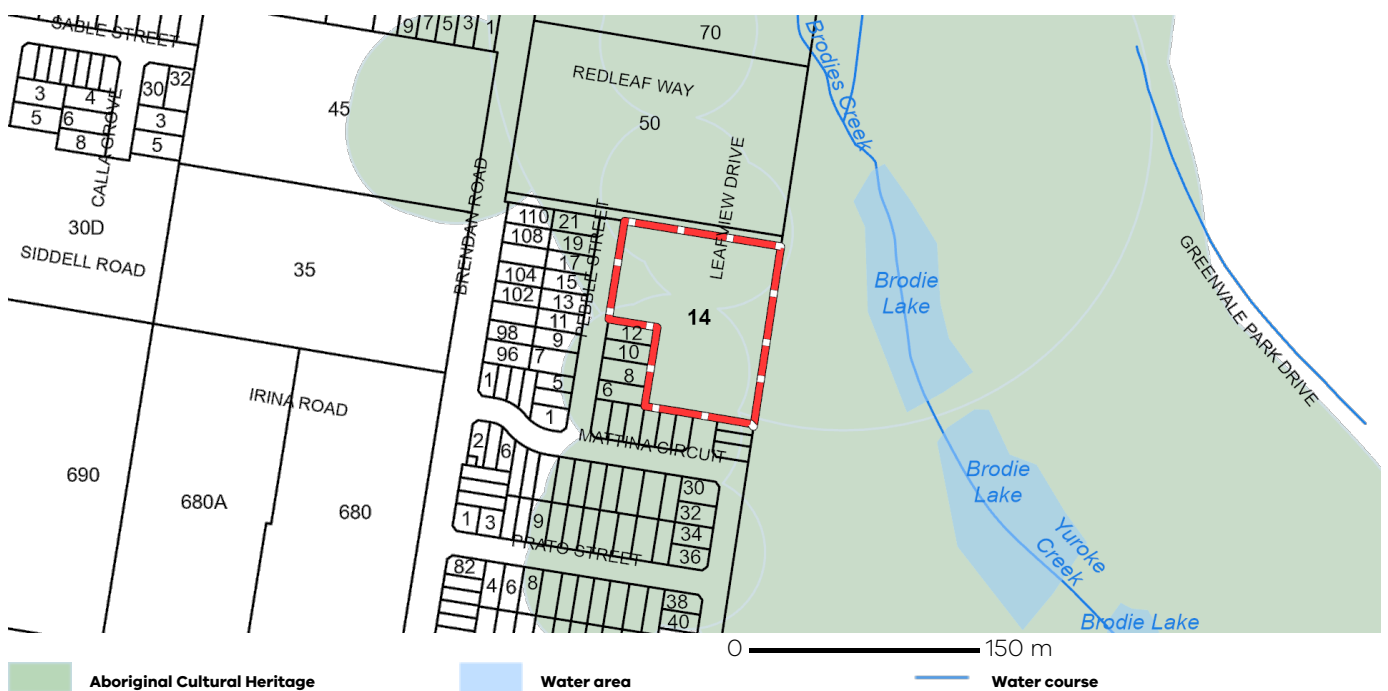
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may 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>

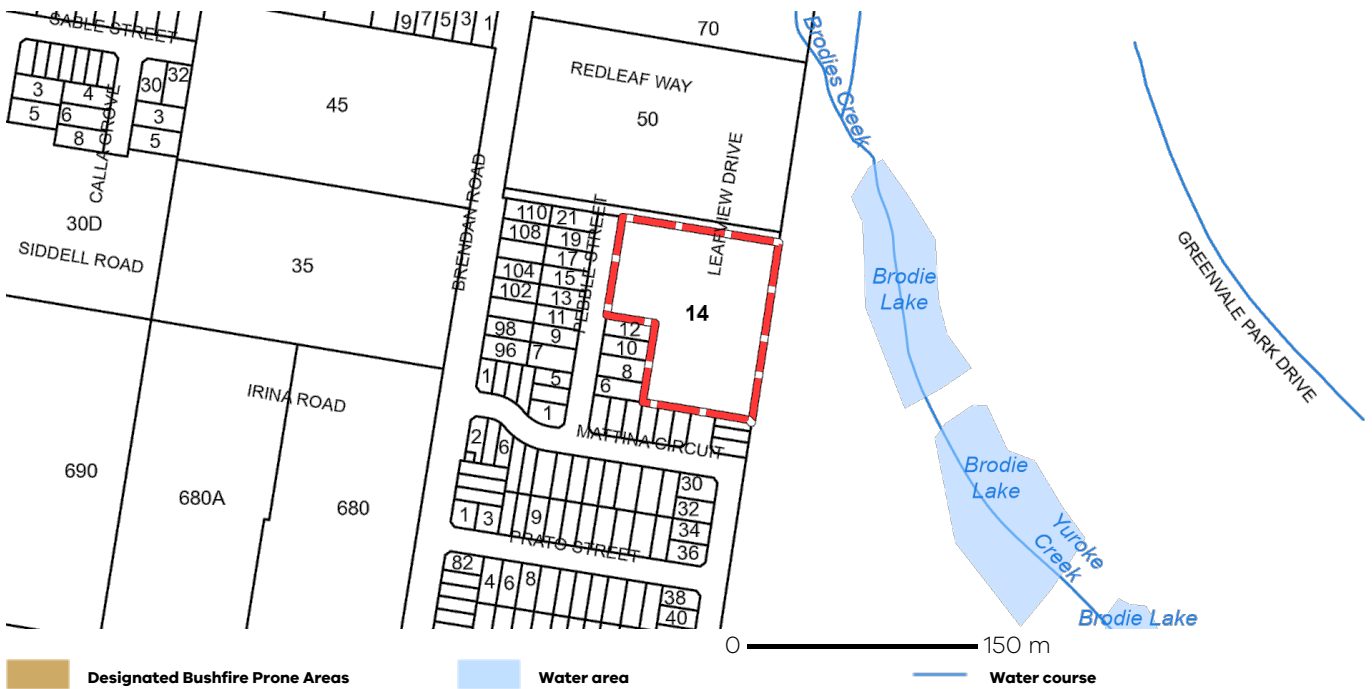
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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>.

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

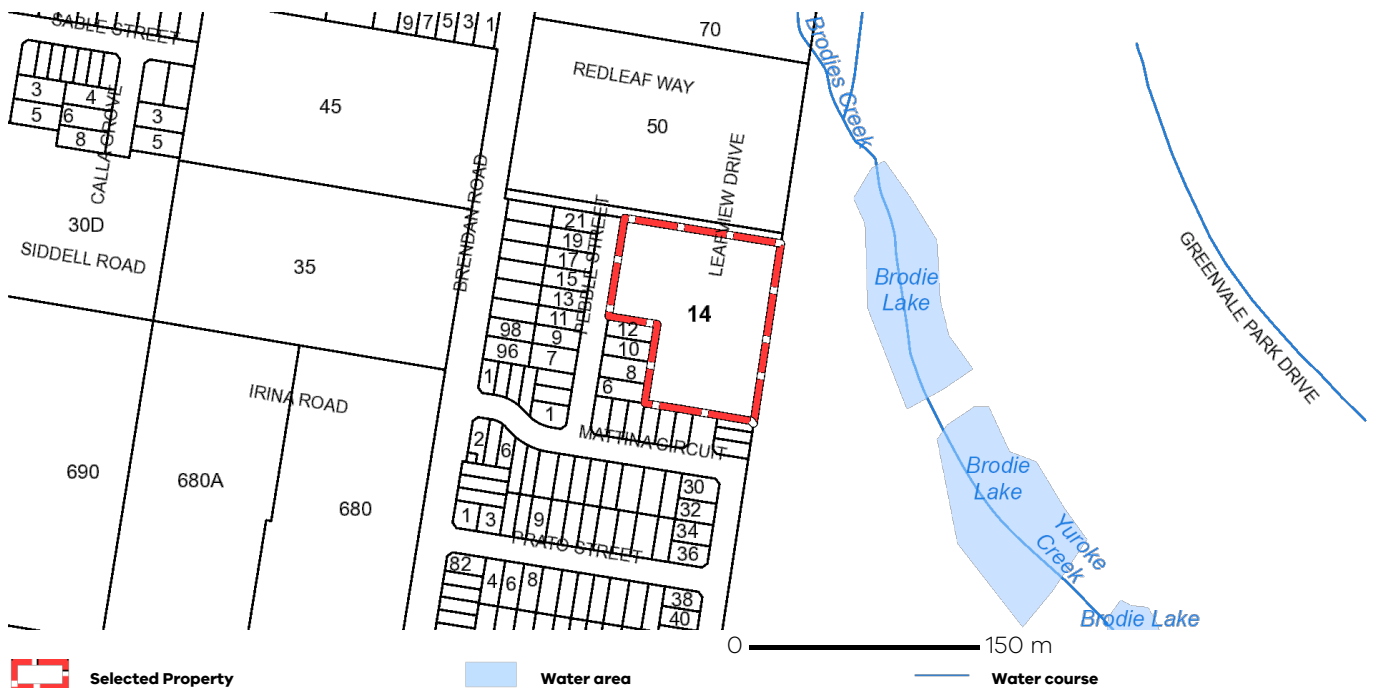
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1010948

## APPLICANT'S NAME & ADDRESS

ALIGN LAW GROUP C/- INFOTRACK (ACTIONSTEP) C/-  
LANDATA

MELBOURNE

## VENDOR

BRIGHTON HOMES PTY LTD

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396529

This certificate is issued for:

LOT 28 PLAN PS844980 ALSO KNOWN AS 7 LEAFVIEW DRIVE 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

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 March 2024

**Sonya Kilkeny**  
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.

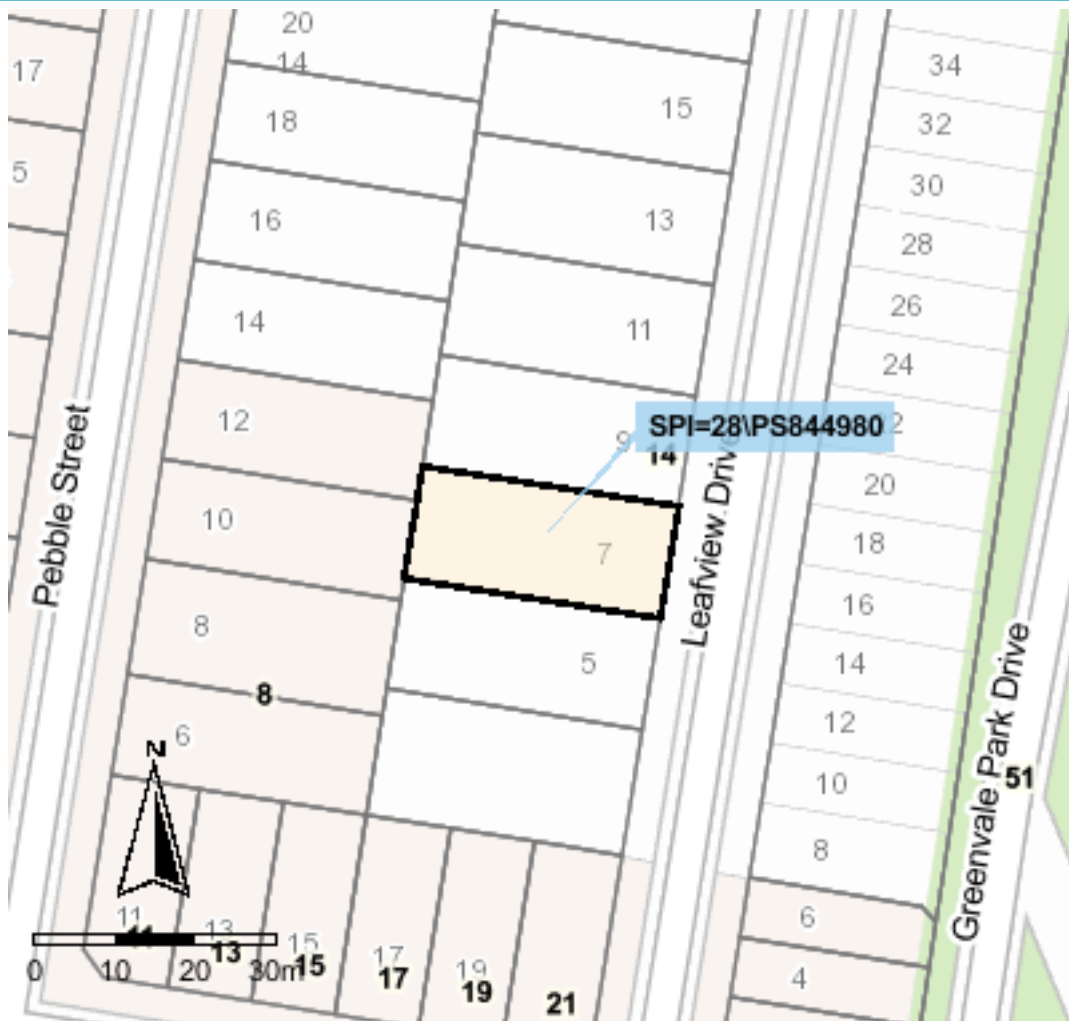
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### 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.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Align Law Group C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396529

NO PROPOSALS. As at the 5th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

14 PEBBLE STREET, GREENVALE 3059  
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 5th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 71992538 - 71992538165220 '396529'**

# Property Clearance Certificate

## Land Tax



INFOTRACK / ALIGN LAW GROUP

**Your Reference:** 11064: DEVELOPMENT: 40 BF

**Certificate No:** 71838915

**Issue Date:** 29 FEB 2024

**Enquiries:** AXW2

**Land Address:** 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** BRIGHTON HOMES PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$0

SITE VALUE: \$1,790,360

**CURRENT LAND TAX CHARGE: \$16,632.92**

# Notes to Certificate - Land Tax

Certificate No: 71838915

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$11,763.24

Taxable Value = \$1,790,360

Calculated as \$4,650 plus ( \$1,790,360 - \$1,000,000) multiplied by 0.900 cents.

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## Land Tax - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 71838915

**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: 71838915

**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)

# Property Clearance Certificate

## Land Tax

Certificate No: 71838915

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532766	S2	844980	12465	57	\$937.50

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$100,912	\$1,054.69	\$0.00	\$937.50

Comments: Land Tax of \$1,054.69 has been assessed for 2024, an amount of \$117.19 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532766 \$937.50

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532774	S2	844980	12465	57	\$937.50

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$100,912	\$1,054.69	\$0.00	\$937.50

Comments: Land Tax of \$1,054.69 has been assessed for 2024, an amount of \$117.19 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532774 \$937.50

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532782	S2	844980	12465	57	\$937.50

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$100,912	\$1,054.69	\$0.00	\$937.50

Comments: Land Tax of \$1,054.69 has been assessed for 2024, an amount of \$117.19 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532782 \$937.50

Total: \$16,632.92

# Property Clearance Certificate

## Land Tax

Certificate No: 71838915

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532790	S2	844980	12465	57	\$937.50

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$100,912	\$1,054.69	\$0.00	\$937.50

Comments: Land Tax of \$1,054.69 has been assessed for 2024, an amount of \$117.19 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532790 \$937.50

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532813	S2	844980	12465	57	\$1,052.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$113,304	\$1,184.20	\$0.00	\$1,052.62

Comments: Land Tax of \$1,184.20 has been assessed for 2024, an amount of \$131.58 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532813 \$1,052.62

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532821	S2	844980	12465	57	\$1,052.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$113,304	\$1,184.20	\$0.00	\$1,052.62

Comments: Land Tax of \$1,184.20 has been assessed for 2024, an amount of \$131.58 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532821 \$1,052.62

Total: \$16,632.92

# Property Clearance Certificate

## Land Tax

Certificate No: 71838915

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532847	S2	844980	12465	57	\$1,052.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$113,304	\$1,184.20	\$0.00	\$1,052.62

Comments: Land Tax of \$1,184.20 has been assessed for 2024, an amount of \$131.58 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532847 \$1,052.62

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532855	S2	844980	12465	57	\$1,052.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$113,304	\$1,184.20	\$0.00	\$1,052.62

Comments: Land Tax of \$1,184.20 has been assessed for 2024, an amount of \$131.58 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532855 \$1,052.62

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532863	S2	844980	12465	57	\$1,052.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$113,304	\$1,184.20	\$0.00	\$1,052.62

Comments: Land Tax of \$1,184.20 has been assessed for 2024, an amount of \$131.58 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 50532863 \$1,052.62

Total: \$16,632.92

# Property Clearance Certificate

## Land Tax

Certificate No: 71838915

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532871	S2	844980	12465	57	\$1,278.20

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$137,584	\$1,437.97	\$0.00	\$1,278.20

**Comments:** Land Tax of \$1,437.97 has been assessed for 2024, an amount of \$159.77 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

**Current Land Tax Charge: 50532871 \$1,278.20**

Land Address: 14 PEBBLE STREET GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50532889	S2	844980	12465	57	\$6,341.62

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TAN TRUST	2024	\$682,608	\$7,134.32	\$0.00	\$6,341.62

**Comments:** Land Tax of \$7,134.32 has been assessed for 2024, an amount of \$792.70 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

**Current Land Tax Charge: 50532889 \$6,341.62**

**Total: \$16,632.92**

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ALIGN LAW GROUP

**Your** 11064: DEVELOPMENT: 40

**Reference:** BRENDAN

**Certificate No:** 71838915

**Issue Date:** 29 FEB 2024

**Land Address:** 14 PEBBLE STREET GREENVALE VIC 3059

Lot	Plan	Volume	Folio
S2	844980	12465	57

**Vendor:** BRIGHTON HOMES PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 71838915

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 71838916</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 71838916</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**Property No : 747457**  
**Certificate No : eLIC065321**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2024**  
**All Enquiries and Updates to Rates on 9205 2688**



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

Your Reference: 396529  
 Date of Issue: 28/02/2024

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

PO BOX 119  
 DALLAS 3047  
 Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

Property Description:	Lot S2 PS 844980D/S1 Vol 12465 Fol 057
Property Situated:	14 PEBBLE ST GREENVALE VIC 3059

Site Value \$2150000	C.I.V. \$2150000	N.A.V. \$107500
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The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

<b>RATES AND CHARGES FROM</b>	<b>01/07/2023</b>	<b>TO</b>	<b>30/06/2024</b>
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	<b>\$4,890.22</b>		<b>\$0.00</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>\$195.05</b>		<b>\$0.00</b>
Special Charge / Rate	<b>\$0.00</b>		<b>\$0.00</b>
Waste Rates and Charges	<b>\$157.40</b>		<b>\$0.00</b>
Arrears as at 30/06/2023			<b>\$0.00</b>
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$5,242.67</b>		<b>\$0.00</b>

<b>**PLEASE NOTE :</b>	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
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<b>OTHER CHARGES</b>				
<b>Account Number / Description</b>	<b>Principal</b>	<b>Interest</b>	<b>Interest To</b>	<b>Balance</b>

**TOTAL OTHER CHARGES:**

<b>PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS</b>	
<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$0.00</b>

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

**Lot 18 PS 844980D is not yet separately rated and is part only of this property. Please contact the Rates Office on 9205 2688 in regard to a possible supplementary rate/valuation or separate assessment for this lot.**

**Property No : 747457**  
**Certificate No : eLIC065321**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2024**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 14 PEBBLE ST 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 \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
28/02/2024

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

**PEXA BPAY BILLER CODE HAS CHANGED**



**Billier Code:** 357947  
**Ref:** 7474570

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

20th December 2023

Align Law Group C/- InfoTrack (ActionStep) C/- LAN  
LANDATA

Dear Align Law Group C/- InfoTrack (ActionStep) C/- LAN,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	14 PEBBLE STREET GREENVALE 3059
<b>Applicant</b>	Align Law Group C/- InfoTrack (ActionStep) C/- LAN LANDATA
<b>Information Statement</b>	30816678
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396529

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,



Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

## **Yarra Valley Water Property Information Statement**

Property Address	14 PEBBLE STREET GREENVALE 3059
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

This property 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).

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

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**

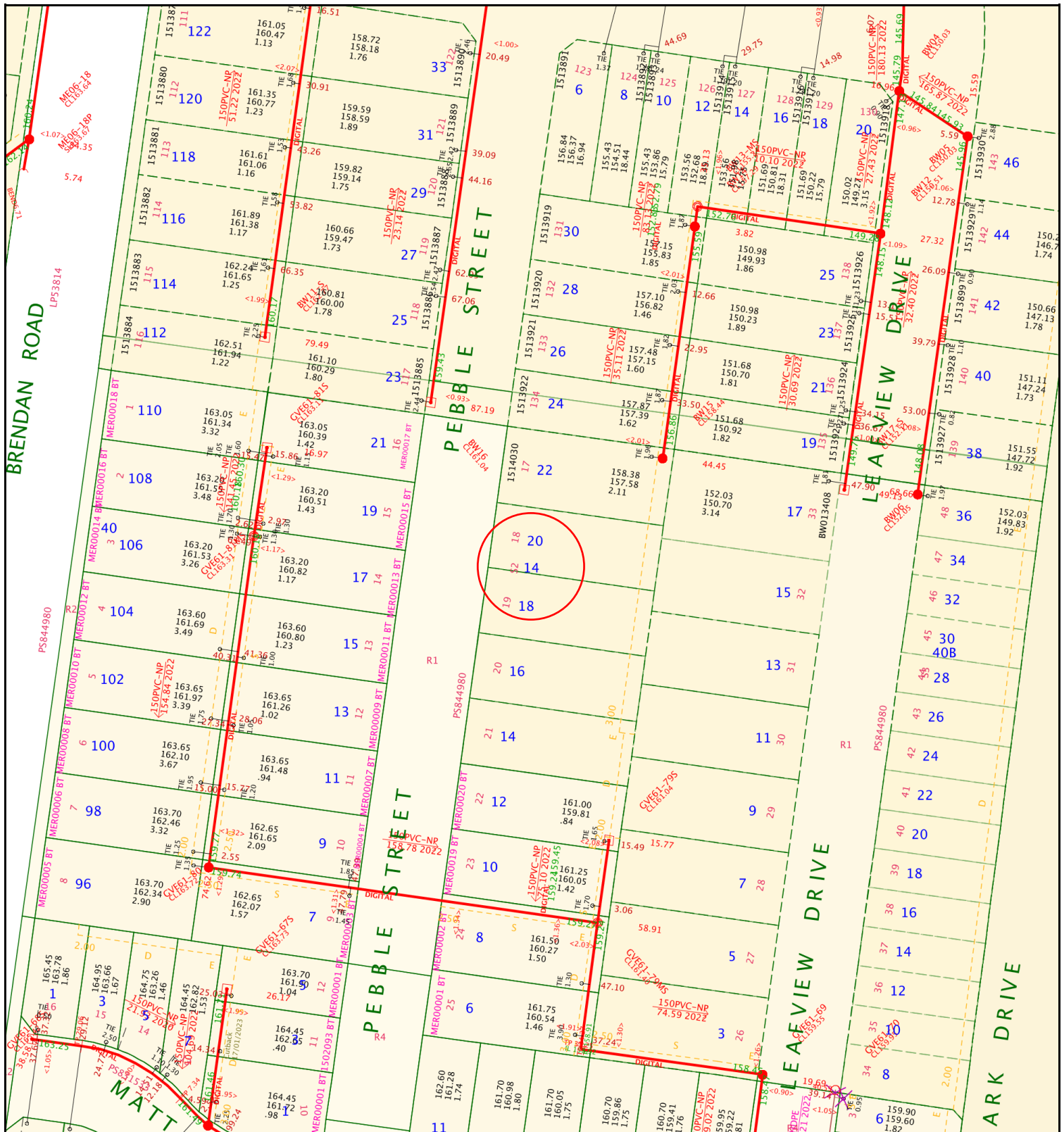
Property Address	14 PEBBLE STREET GREENVALE 3059
------------------	---------------------------------

### STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30816678**

<b>Address</b>	14 PEBBLE STREET GREENEVALE 3059
<b>Date</b>	20/12/2023
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	MW Drainage Channel Centreline
Easement	Sewer Pipe Flow	MW Drainage Manhole	MW Drainage Channel Centreline
Existing Sewer	Sewer Offset	MW Drainage Natural Waterway	MW Drainage Channel Centreline
Abandoned Sewer	Sewer Branch	MW Drainage Natural Waterway	MW Drainage Channel Centreline

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

19th August 2022

**Application ID: 557017**

## **CONDITIONS OF CONSENT**

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

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

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

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

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

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

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

### **SUBDIVISIONAL CONDITIONS**

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

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

17th June 2021

**Application ID: 501716**

## **CONDITIONS OF CONSENT**

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

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

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

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

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

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

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

### **SUBDIVISIONAL CONDITIONS**

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

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

Align Law Group C/- InfoTrack (ActionStep) C/- LAN  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 3057079556  
**Rate Certificate No:** 30816678

**Date of Issue:** 20/12/2023  
**Your Ref:** 396529


With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 PEBBLE ST, GREENVALE VIC 3059	S2\PS844980	5255170	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee *	01-10-2023 to 31-12-2023	\$21.49	\$0.00
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$0.00

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> \$0.00

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- 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.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

# 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: 14 PEBBLE STREET  
SUBURB: GREENVALE  
MUNICIPALITY: HUME  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 179 Reference A7  
DATE OF SEARCH: 28th February 2024

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 71992538 - 71992538165220  
'396529'



## Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)

# 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

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

Our Reference: **WBPI035177**  
Your Reference: **396529**  
Property Details: **7 LEAFVIEW DR  
GREENVALE VIC 3059  
LOT 28 PS 844980D/S2 VOL 12525 FOL 886**  
Property Number: **752594**  
Municipal District: **HUME CITY COUNCIL**  
Registered Owner: **BRIGHTON HOMES PTY LTD ATF TAN TRUST**

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

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

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

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

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

Date: 07 March 2024

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

# Building Information Certificate 51 (2)

Building Act 1993  
Building Regulations 2018  
Regulations 51 (2)



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

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)

Our Reference:	<b>WBPI035176</b>
Your Reference:	<b>396529</b>
Property Address:	<b>7 LEAFVIEW DR GREENVALE VIC 3059 LOT 28 PS 844980D/S2 VOL 12525 FOL 886</b>
Property No:	<b>752594</b>
Allotment Area:	<b>0.0448</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:   
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR, HUME CITY COUNCIL**

Date: 06 March 2024

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

# PLANNING PERMIT

## (AMENDMENT)



**Permit No.** P21635.01  
**Planning Scheme** Hume Planning Scheme  
**Responsible authority** Hume City Council

**ADDRESS OF THE LAND:**

40 BRENDAN RD GREENVALE VIC 3059

(Lot 2 TP 957339H Vol 11571 Fol 460)

**THE PERMIT ALLOWS:**

**SUBDIVISION OF 48 LOTS AND THE CONSTRUCTION OF 15 UNIT TOWNHOUSE DEVELOPMENT.**

NOTE: UNDER PART 4 DIVISION 1A OF THE PLANNING AND ENVIRONMENT ACT 1987, A PERMIT MAY BE AMENDED. PLEASE CHECK WITH THE RESPONSIBLE AUTHORITY THAT THIS PERMIT IS THE CURRENT PERMIT AND CAN BE ACTED UPON.

---

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

---

1. Prior to the endorsement of plans associated with the medium density housing development approved under this planning permit, Statement of Compliance for the stage associated with this development site must be issued by Hume City Council in accordance with the requirements of this planning permit.
2. The development as shown on the endorsed plans or described in the endorsed documents must not be altered or modified except with the written consent of the Responsible Authority.
3. Once the development permitted by this permit has commenced, it must be continued and completed to the satisfaction of the Responsible Authority.
4. The development permitted by this permit must not, in the opinion of the Responsible Authority, adversely affect the amenity of the locality.
5. All external cladding and roofing of the buildings hereby permitted must be of a non-reflective nature and must be coloured or painted in muted shades in colours satisfactory to the Responsible Authority.
6. Vehicle access to and from the subject land from any roadway or service lane must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will use the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority after first obtaining a road opening permit from Council.

---

**Date Issued:** 07 May 2019 **Signature for the**  
**responsible authority**

A handwritten signature in black ink, appearing to be 'B. Smith', written over a horizontal line.

**THIS PERMIT HAS BEEN AMENDED UNDER SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987**

7. Areas set aside for the parking of vehicles together with the aisles and access lanes must be properly formed to such levels that they can be utilised in accordance with the endorsed plan(s) and must be drained and provided with an all-weather seal coat. The areas must be constructed, drained and provided and maintained in a continuously useable condition to the satisfaction of the responsible authority.
8. All external materials, finishes and paint colours are to be to the satisfaction of the responsible authority.
9. The development permitted by this permit must not be commenced until a satisfactory landscape plan for the whole of the subject land is submitted to and approved by the Responsible Authority. Such plan must show the area(s) set aside for landscaping and in accordance with Council's guidelines and include a schedule of all proposed trees, shrubs and groundcover (including size of maturity and botanical names), and when approved an endorsed copy must form part of this permit.
10. The landscape area(s) shown on the endorsed plan(s) must be planted and maintained to the satisfaction of the Responsible Authority and once landscaped must not be used for any other purpose. Maintenance must include the removal of weeds and the replacement of any dead plants in accordance with the endorsed landscape planting schedule.
11. Before the development is occupied, landscaping works as shown on the endorsed plan(s) must be completed to the satisfaction of the Responsible Authority.
12. The whole of the subject land, including any landscaped and paved areas, must be graded and drained to the satisfaction of the Responsible Authority so as to prevent the discharge of stormwater causing damage/nuisance from the subject land across any road or footpath or onto adjoining land. All stormwater storage tanks must have the overflow pipe connected to the legal point of discharge.
13. Stormwater must not be discharged from the subject land other than by means of an underground pipe drain to a Council nominated point of discharge in a road or to an underground pipe drain and the drainage system must be designed to the requirements and satisfaction of the relevant Building Surveyor.
14. Effluent or polluted drainage must not be allowed to discharge beyond the boundaries of the subject land onto other land or any street or road or directly or indirectly into any watercourse.
15. Any cut or fill must not interfere with the natural overland stormwater flow.
16. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Council's drains or watercourses during construction.
17. Outdoor lighting must be designed, baffled and located to the satisfaction of the Responsible Authority such that no direct light is emitted outside the boundaries of the subject land.
18. Any equipment required for refrigeration, air-conditioning, heating and the like must be located on the subject land or premises and/or must be suitably insulated for the purpose of reducing noise emissions, to the satisfaction of the Responsible Authority.

---

**Date Issued: 07 May 2019**

**Signature for the  
responsible authority**



**THIS PERMIT HAS BEEN AMENDED UNDER SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987**

**Expiry (Development)**

19. This permit will expire if one the following circumstances applies:
- The development is not commenced within three years of the date of this permit.
  - The development is not completed within six years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing:

- Before or within six months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- Within 12 months after the permit expiry dates, where the development allowed by the permit has lawfully started before the permit expires.

If a request for an extension of commencement/completion dates is made out of time allowed by condition, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.

**Subdivision**

20. The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the prior written consent of the Responsible Authority.
21. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.
22. The subdivision must proceed in the order of the stages as shown in the endorsed plans unless otherwise approved by the Responsible Authority.
23. Prior to Statement of Compliance being issued for any stage of the Plan of Subdivision under this permit, all roads associated with the subdivision of land at 650 and 660 Somerton Road, Greenvale, under Planning Permit P20782 must be fully constructed and vested in Council as Road Reserve to the satisfaction of the Responsible Authority.
24. Prior to the statement of compliance being issued for any stage of the plan of subdivision under this planning permit, the permit holder must lodge an application with the responsible authority for the re-subdivision of the southern boundary of the subject site so that it incorporates a portion of land within 660 Somerton Road and identified as 'Lot A' on the subdivision plan (Reference 20230P2 Version 1) endorsed under planning permit P20782 for 650 and 660 Somerton Road, Greenvale. The re-subdivision will facilitate the delivery of conventional lot layouts as part of the subdivision of 40 Brendan Road, Greenvale to the satisfaction of the responsible authority.
25. Prior to Statement of Compliance being issued for any stage of the Plan of Subdivision under Section 21 of the *Subdivision Act 1988*, all conditions under the 'subdivision' sub-heading of Planning Permit P20782 must be complied with to the satisfaction of the Responsible Authority.

**Land Vested in Council or other Authorities**

26. Land required for community facilities, public open space, reserves or public roads must be shown on a plan of certification as a reserve in favour of Hume City Council or another relevant person or body.

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27. Within four (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
- a) A Certificate of Title for all land vested in the responsible authority on the plan of subdivision;
  - b) A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Title Office.

**Development Contributions and Levies**

28. A Development Infrastructure Levy, as it applies, in accordance with the provisions of the Greenvale Central Precinct Structure Plan Development Contributions Plan must be paid by the applicant to Hume City Council after certification of the relevant plan of subdivision for that particular stage but 21 days or less prior to the issue of a Statement of Compliance in respect of that plan under the Subdivision Act 1988.
29. Where the subdivision is to be developed in stages, the levies only for that stage to be developed are to be paid to Hume City Council 21 days or less prior to the issue of a Statement of Compliance in respect of that stage, provided that a Schedule of Development Contributions is submitted with each stage of the plan of subdivision. This Schedule must show the amount of development contributions payable for each stage and value of the contributions in respect of prior stages to the satisfaction of Hume City Council.
30. Before the Statement of Compliance is issued under the Subdivision Act 1988 for any stage of the development, a Public Open Space contribution must be paid by the permit holder to Hume City Council in accordance with the schedule to Clause 52.01 of the Hume Planning Scheme and the Greenvale Central Precinct Structure Plan. A schedule of public open space must also be submitted to Council showing the amount provided for each stage together with cumulative totals of any credit/balance in the amounts provided to the satisfaction of the responsible authority.

**Building Envelope**

31. 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.
32. 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 after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on the lot containing the building envelope;

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- d) the endorsement by the developer of all building plans as a prerequisite to a building permit for a lot specified as requiring such endorsement in the building envelope plan; and
- e) the requirement for endorsement of building plans by the developer to cease to have effect on a lot one year after an occupancy permit under the Building Act 1993 is issued for the whole of the dwelling on that lot.

## **Engineering**

### Brendan Road Intersection Works

- 33. Before the plan of subdivision can be certified for any stage of the approved subdivision, construction and upgrade of LR03 (Brendan Road ) and the Brendan Road intersection roadworks and signals on Somerton Road (IT02) must be commenced in accordance with the construction agreement to the satisfaction of the Roads Corporation and the Responsible Authority and in accordance with the requirements of planning permit P20621 and P20782 and the Greenvale Central Precinct Structure Plan / Development Contributions Plan.
- 34. Prior to the issue of a statement of compliance for any stage of the approved subdivision, the upgrade of LR04 (Brendan Road) must be completed at no cost to and to the satisfaction of the Responsible Authority in accordance with the requirements of the Greenvale Central Precinct Structure Plan.
- 35. Prior to the issue of statement of compliance the Brendan Road intersection roadworks and signals on Somerton Road (IT02) must be completed in accordance with the construction agreement to the satisfaction of the Roads Corporation and the Responsible Authority and in accordance with the requirements of planning permit P20621 and P20782 and the Greenvale Central Precinct Structure Plan / Development Contributions Plan

### Drainage Plans

- 36. Prior to the submission of construction plans a revised Drainage Strategy must be submitted to Council in accordance with Melbourne Water drainage scheme.
- 37. Prior to the approval of construction plans required under condition 39 of this permit, a detailed Drainage Strategy Plan, prepared to the satisfaction of the responsible authority, must be submitted to and approved by the responsible authority. When approved the Drainage Strategy Plan will form part of the permit. The Drainage Strategy Plan must:
  - a) detail all drainage discharge points, channel drains, treatment ponds and swales;
  - b) detail all temporary swales required to discharge stormwater from the subdivision;
  - c) detail all bunds/ cut off drains required to protect the subdivision from external overland flow;
  - d) address the interim responsibility for maintenance of the bunds & temporary swales until the ultimate drainage infrastructure is built; andall to the satisfaction of Hume City Council and Melbourne Water.
- 38. All works identified on the Drainage Strategy Plan including bunds and temporary swales must be covered by easements in favour of the relevant authority.

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Construction Plans

39. Prior to the commencement of any road and/or drainage works associated with any stage 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 and specifications in accordance with the MPA Engineering Design and Construction Manual, (Hume City Council Infrastructure Standards Manual as required), for the proposed works that are to become public assets such as roads, intersections, drains, conduits, bridges, public lighting and the like.
- b) 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, lots and any other spatial requirements identified in the Greenvale Central Precinct Structure Plan applying to the land.
- c) Details of the reinstatement of the existing Brendan Road intersection following its closure to vehicular traffic.
- d) A table of offsets for all utility services and street trees.
- e) The provision of conduits to service premises fronting on to the roads, created for the more efficient or easy laying, repairing or replacing of water services and gas services.
- f) Details of any water, gas, electricity and/or telecommunication conduits, including the detailed location of the existing jet fuel pipeline located within the Somerton Road road reservation, as required by the relevant service provider and/or the responsible authority.
- g) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.
- h) 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.
- i) The minimum road reserve widths for all internal streets in accordance with the requirements of the Greenvale Central Precinct Structure Plan.

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- j) Where appropriate in accordance with the design guidelines, concrete footpaths on both sides of every road with the exception of any access lane and any other circumstances as agreed with the responsible authority.
- k) Bus stop infrastructure to be provided along future bus routes to the satisfaction of Public Transport Victoria and Council.
- l) Traffic calming devices must be provided as per MPA guidelines to the satisfaction of the responsible authority.
- m) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination. Unless otherwise approved, no overland flows will be permitted to be discharged through private property.
- n) 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.
- o) Underground drainage network (both major and minor) incorporating, as appropriate:
  - i. Easement drainage and inlets for all allotments which slope to the rear.
  - ii. Road drainage with inlets for all allotments that slope towards the road.
  - iii. Land required for maintenance access to drainage facilities.
  - iv. Watercourses, lakes, wetlands, silt ponds.
- p) Cut-off drains and bunds to intercept stormwater run-off from adjoining properties. Where cut-off drains are placed on adjoining properties in different ownership than the subdivision developer, written approval to construct the cut-off drain along with the creation of an easement over the drain is to be provided by the adjoining land owner. The cut off drains/ bunds must be capable of discharging Q100 flows safely from the external catchments to the destination.
- q) Temporary turn-around areas within the site for waste collection vehicles (single unit truck) at the temporary dead end of any road.
- r) Court heads designed to allow for sufficient road reserve width to accommodate a three point turn for a single unit truck.
- s) Lane-way 'dead-ends' designed to allow for sufficient road reserve width to accommodate a three point turn for a standard vehicle.
- t) Provision of street trees within the road reserve.

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- u) Location and design of street lighting in accordance with the requirements of AS/NZS 1158.1.1:2005, vehicular traffic (category V) lighting, Pedestrian Area (Category P) lighting, Essential Services Commission Public Lighting Code 2005 and AGLE Public Lighting Technical standard. Nonstandard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.
- v) All associated WSUD works must be designed and constructed in accordance with Melbourne Water Wetlands and WSUD guidelines such that safety fencing will not be required and the systems can be maintained to Councils satisfaction in accordance with Best Practice Environmental Management Guidelines (CSIRO 1999).
- w) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).
- x) Details of any cut and fill.
- y) On street car parking to be provided in accordance with VPA guidelines.
- z) Details of any traffic control.
- aa) Location of all fire hydrants in accordance with the requirements of clause 56.09-3 of the Hume Planning Scheme.
- bb) Details of any Tree Protection Zones and Conservation Zones, indicating designated no go construction zones to occur in these areas.
- cc) Provision of a vehicular crossing to each lot and municipal reserve created by the subdivision as follows.
  - i. Vehicle crossover layout and specifications which must be designed in accordance with the Standard Drawings.
  - ii. Vehicle crossovers which must be located a minimum 1m from any service facilities.
  - iii. Vehicle crossovers which must be offset a minimum of 10m from intersecting kerb line at intersections.
  - iv. Unless an alternative treatment is approved by the responsible authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 3 metres in width (excluding splays) at the kerb.
  - v. Minimum clearance between adjoining vehicle crossing must be 7m at kerb.

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- dd) Intersection treatments from an existing carriageway designed and constructed in accordance with AustRoads Guide to Traffic Engineering Practice, Intersections at Grade.

The drawings in AutoCAD format are required to meet the following:

- i. Drawings shall be in AutoCAD format, from a version no more than 3 years older than the current version.
- ii. Drawings shall be prepared in GDA94 mapping coordinates.
- iii. All additional attribute data for subdivision assets must be clearly tabulated on digital drawings.
- iv. Where available all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers.

PDF plans are to comply with the following:

- i. Pipe offsets for drainage services are to be shown from nearest boundary
- ii. To be created in archive format. (PDF/A)
- iii. Are not to have any security modes set.
- iv. Are to be multi-page single file.

40. Unless agreed to in writing by Council under section 21(1)(b)(ii) of the Subdivision Act 1988, all works shown on the endorsed construction plans must be constructed and are to be completed to the satisfaction of the responsible authority prior to the issue of a Statement of Compliance pursuant to Section 21 of the Subdivisions Act 1988 for the relevant stage.

### Drainage Construction

41. All temporary and ultimate drainage works must be designed and constructed generally in accordance with the approved Drainage Strategy Plan to the satisfaction of Melbourne Water and the responsible authority.
42. The temporary drainage works must be constructed and installed before the issue of a Statement of Compliance for the relevant stage and the ultimate drainage works must be constructed and installed in accordance with the timing requirements contained in the approved Drainage Strategy Plan or as agreed to by Melbourne Water and the Responsible Authority.
43. 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**

44. The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 x A3 copies of landscape development plans for all open space,

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streetscape developments and landscape elements. When approved the plans will be endorsed and will then form part of the permit. The development of these areas, including fencing of all reserves must be completed in accordance with the approved plans prior to the issue of a Statement of Compliance.

45. Following approval of the landscape development plans and prior to the statement of compliance, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer a copy of the specification and an estimate of costs for all works.
- a) In accordance with the Subdivision Act 1988, payment will be required for works within the road reserves at the following rates:
- plan checking fee: 0.75% of the value of the works;
  - supervision fee: 2.5% of the value of the works.
46. Prior to Statement of Compliance, Council requires payment of
- a) a set plan checking and supervision fee for all reserves, in accordance with Council's currently adopted fees and charges; and
- b) 5% Maintenance Bond to the satisfaction of Council.
47. Prior to Statement of Compliance, Council requires that all nature strips and disturbed areas are stabilised with hydro mulch in accordance with standard note required on all approved civil plans. These works are unable to be bonded.
48. 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.
49. 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 all 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.
50. Council requires that developers forward as constructed electronic files in DWG and PDF format for all landscape development works (including approved irrigation systems) to Council at the beginning of the maintenance period.
51. At the end of the specified maintenance period, the developer must 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.

### **Wildfire Management Plan**

52. The holder of this permit is required to submit a Wildfire Management Plan to Council's Municipal Fire Prevention Officer prior to October each year, for the duration of the subdivision construction.

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### Construction Site Environmental Management

53. Prior to commencement of works, a Construction Site Environmental Management Plan (CSEMP), must be submitted to and approved by the Responsible Authority to address the potential impacts of construction works. The CSEMP must be generally in accordance with 'doing it right on subdivision EPA 2004' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, and archaeological/heritage impacts.
54. Prior to commencement of works, contractors must be inducted into the CSEMP and all flora and fauna conservation requirements.
55. The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.
56. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas.
57. Works must be restricted to the area of development shown on the endorsed plans. Brodies Creek and Brodies Lake must be adequately protected during construction works. No polluted or sediment laden water may enter the creek or lake

### Soil and Fill Recovery

58. 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

59. 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.
60. All indigenous trees permitted to be removed must be taken into a nearby conservation reserve for inclusion as large logs. These logs must be cut into a minimum of 1.5 metre lengths and placed into the reserve under the direction of a suitably qualified ecologist or Council environment officer.

### Greenvale Central PSP

61. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that

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will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Hume Planning Scheme.

62. The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.
63. 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. The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.
64. 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 .
65. Before the construction of a building or the construction or carrying out of works on land starts:
  - a) Offsets for the loss or deemed loss of threatened species habitat and native vegetation on land must be secured, offsets must be secured by making a request for offsets to the Secretary to the Department of Environment Land Water and Planning in accordance with the Biodiversity Conservation Strategy (Department of Environment and Primary Industries 2013); and
  - b) any fee payable for securing the offsets through the Secretary to the Department of Environment Land Water and Planning under the Conservation Forests and Land Act 1987 must be paid; and
  - c) the Secretary to the Department of Environment Land Water and Planning must have certified in writing that the relevant fee for the development has been paid and such certification must be submitted to the responsible authority.

The above requirements do not apply if, before the start of construction of a building or the construction or carrying out of works, the owner has entered into an agreement with the responsible authority and the Secretary to Department of Environment Land Water and Planning under section 173 of the Planning and Environment Act 1987, which provides for the payment of the fee required under section 28 of the Conservation Forests and Land Act to secure offsets through the Secretary to the Department of Environment Land Water and Planning by:

- a) the payment of the fee in instalments; or
- b) the transfer of vesting of land within a Conservation Area identified in the Precinct Structure Plan for Nature Conservation to or in the Secretary to the

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Department of Environment Land Water and Planning in lieu of payment of the fee for the land; or

- c) the carrying out of works within a Growling Grass Frog corridor identified in a Precinct Structure Plan in lieu of payment of the fee for the land; or
- d) a combination of any of the above;

to the satisfaction of the Secretary to the Department of Environment Land Water and Planning and/or the Commonwealth.

Before the start of the construction of a building or construction or carrying out of works on the land, an application must be made to the Registrar of Titles to register the section 173 agreement on the title to the land under section 181 of the Act.

- 66. The owner must pay the reasonable costs of the responsible authority and Secretary to the Department of Environment Land Water and Planning in the preparation, execution and registration of the agreement.
- 67. Land within the subject property required for road widening to accommodate Transitional Connector Streets (Figure 3) as part of Local Road Network Implementation (Plan 10, Tables 3 and 4) must be transferred to or vested in Council at no cost to Council.
- 68. Unless otherwise agreed by Public Transport Victoria (PTV), prior to the issue of Statement of Compliance for any subdivision stage, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:
  - In accordance with the *Public Transport Guidelines for Land Use and Development*; and compliant with the *Disability Discrimination Act – Disability Standards for Accessible Public transport 2002*
  - At location approved by PTV, at no cost to PTV, and to the satisfaction of PTV.

**Telecommunications**

- 69. The owner of the land must enter in to an agreement with:
  - a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider’s requirements and relevant legislation at the time;
  - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an areas where the National Broadband Network will not be provided by optical fibre.
- 70. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

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- 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 Melbourne Water:**

71. 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.
72. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
73. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
74. 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:
  - a. The proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event, indicate scheme works in line with Brodies Creek DSS;
  - b. That the lot layout adequately accommodates the overland flows and the current layout and/or number of lots may need to change;
  - c. The details of the outfall/s for the development and calculate the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property.
75. 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' or by means of paying Melbourne water contribution (if applicable) subject to Melbourne Water approval.
76. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.

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77. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Land Development Manual.
78. 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.
79. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
80. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
81. Stormwater drainage shall be to the Council's satisfaction.
82. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
83. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
84. Prior to the issue of Statement of Compliance for the Lots adjacent to Greenvale reservoir, Melbourne Water requires the construction of the treatment works on the boundary interface to the satisfaction of Melbourne Water.

**The following conditions are required by Yarra Valley Water:**

85. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
86. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of recycled water services
87. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

**The following condition is required by Jemena:**

88. 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.
89. The applicant shall:
  - a) Enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Jemena Electricity Networks (Vic) Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).

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- b) Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Local Government Electricity Supply Association (Vic) and Distribution Authorities to the extent determined by Jemena Electricity Networks (Vic) Ltd.

**The following condition is required by Downer:**

- 90. The plan of subdivision submitted for certification must be referred to AusNet Gas Services in accordance with Section 8 of the Subdivision Act 1988.

**Expiry (Subdivision)**

- 91. This permit will expire if:
  - a) The plan of subdivision for the first stage is not certified within two years of the date of this permit; or,
  - b) The plan of subdivision for the last stage of the subdivision is not certified within five years of the date of this permit, or
  - c) The registration of the last stage of the subdivision is not completed within five years of the certification of that plan of subdivision.

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 Note: if a request for an extension of commencement is made out of time allowed by the permit condition, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.

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**THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:**

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Date of amendment	Brief description of amendment
<b>6 JULY 2020</b>	<ul style="list-style-type: none"><li>• SUBDIVISION OF 48 LOTS AND THE CONSTRUCTION OF 15 UNIT TOWNHOUSE DEVELOPMENT.</li></ul>

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**IMPORTANT INFORMATION ABOUT THIS PERMIT****WHAT HAS BEEN DECIDED?**

The Responsible Authority has issued a permit

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987)

**WHEN DOES A PERMIT BEGIN?**

A permit operates:

- \* from the date specified in the permit, or
- \* 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 discretion of the Tribunal, or
  - ii. the date on which it was issued, in any other case.

**WHEN DOES A PERMIT EXPIRE?**

1. A permit for the development of land expires if -
  - \* the development or any stage of it does not start within the time specified in the permit; or
  - \* 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
  - \* 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 5 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 -
  - \* 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
  - \* the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
  - \* the development or any stage of it does not start within the time specified in the permit, or;
  - \* 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
  - \* 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
  - \* the use is discontinued for a period of two years.
4. If a permit for the use of the 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 -
  - \* the use or development of any stage is to be taken to have started when the plan is certified; and
  - \* the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

**WHAT ABOUT APPEALS?**

- \* 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.
- \* 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.
- \* An application for review is lodged with the Victorian Civil and Administrative Tribunal
- \* An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal and be accompanied by the applicable fee.
- \* An application for review must state the grounds upon which it is based.
- \* An application for review must also be served on the Responsible Authority.
- \* Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

**Date Issued: 07 May 2019**

**Signature for the  
responsible authority**



**THIS PERMIT HAS BEEN AMENDED UNDER SECTION 72 OF THE PLANNING AND ENVIRONMENT ACT 1987**