DATED

CONTRACT OF SALE OF REAL ESTATE

Lot _____, 70 Providence Road, Greenvale 3059

HWL EBSWORTH
LAWYERS

HWL Ebsworth, LAWYERS
Level 8
447 Collins Street
MELBOURNE VIC 3000
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Tel: (03) 8633 7500
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Ref: FX:JLB:1075703

FORM 1

Estate Agents Act 1980 Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

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

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

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

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD **Section 31, Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /

Print name of person signing:

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

Print name of person signing:

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

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

SIGNED BY THE VENDOR on / /

Print name of person signing: George Kostandinov

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

OFF-THE-PLAN SALES **Section 9AA(1A), Sale of Land Act 1962**

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name:

Address:

Phone: Mob: Email:

VENDOR

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

Address: 2203/81 South Wharf Drive, Docklands 3008

Phone: Fax: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: HWL Ebsworth Lawyers

Address: Level 8, 447 Collins Street, Melbourne 3000

DX: 564 Melbourne

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

PURCHASER

Name:

Address:

Phone: Fax: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Ref:

Address:

DX:

Phone: Fax: Email:

PROPERTY ADDRESS

Lot _____, 70 Providence Road, Greenvale 3059

LAND

The land described in the attached copy title(s) and plan(s) as:
Lot _____ on Proposed Plan of Subdivision No. PS839321B being part of the land contained in Certificate of Title Volume 10879 Folio 860

GOODS

Nil – Vacant Land

PAYMENT

Price $

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

Balance $ payable at settlement

GST (refer to general condition 13)

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

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

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

SETTLEMENT

is due 14 days of receiving written notification of registration of the Proposed Plan of Subdivision.

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

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

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

ENCUMBRANCES

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

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

SPECIAL CONDITIONS

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

LOAN (refer to general condition 14)

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

Lender: _____

Loan Amount: $ _____ Approval Date: ___/___/___

SPECIAL CONDITIONS

1. Interpretation and definitions

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

Act means the *Sale of Land Act* 1962.

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

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

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

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

Council means Hume City Council.

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

Deposit means the deposit specified in the Particulars of Sale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Registration Date means the day that is 24 months after the Day of Sale;

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

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

Settlement Date means the date when Settlement occurs.

SRO means the State Revenue Office of Victoria.

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

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

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

1.2 In this Contract, unless the context otherwise requires:

(a) words importing:

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

(ii) any gender includes the other genders;

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

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

(d) a reference to:

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

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

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

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

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

1.5 The following General Conditions are deleted:

(a) General Condition 1.3;

(b) General Condition 2.6;

(c) General Condition 2.7;

(d) General Condition 5;

(e) General Condition 6;

(f) General Condition 7;

(g) General Condition 8;

(h) General Condition 9;

(i) General Condition 10.3;

(j) General Condition 11.6;

(k) General Condition 13;

(l) General Condition 14;

(m) General Condition 15;

(n) General Condition 23;

(o) General Condition 26,

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

2. Acknowledgment

2.1 The Purchaser acknowledges:

(a) having received from the Vendor:

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

(ii) a copy of this Contract;

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

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

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

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

3. Whole Contract

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

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

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

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

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

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

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

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

4. Finance

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

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

5. Identity of Land

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

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

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

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

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

6. Condition of Land

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

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

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

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

7. Planning Restrictions

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

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

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

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

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

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

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

8. Deposit

8.1 The Deposit shall be paid to the Vendor's Solicitor to be held on trust for the Purchaser until registration of the Plan of Subdivision and thereafter as stakeholder under the Act.

8.2 The Deposit may be:

(a) paid to the Vendor's Legal Practitioner or Vendor's Estate Agent in cash or by cheque drawn on an Australian bank; or

(b) subject to the Vendor's approval, secured by a Bank Guarantee; or

(c) by way of a combination of Special Conditions 8.2(a) and 8.2(b) above.

8.3 All other moneys shall be paid by bank cheques drawn in favour of payees as may be directed by the Vendor's Solicitor.

8.4 The parties authorise the Vendor's Solicitor to hold the Deposit in an interest bearing trust account with a Bank. If the Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the *Income Tax Assessment Act* 1997 may be appropriated in accordance with that Act.

8.5 If the Deposit is to be paid by way of a Bank Guarantee:

(a) the Purchaser must:

(i) on the Day of Sale pay an initial deposit of an amount equal to 1% of the Price or less with the consent of the Vendor;

(ii) within 14 days after the Day of Sale deliver to the Vendor's Legal Practitioner a Bank Guarantee; and

(iii) the Vendor may, without being obliged to do so, accept the Bank Guarantee referred to in Special Condition 8.5(a)(ii) as payment of the Deposit by returning the initial 1% deposit (or less where applicable) to the Purchaser and to avoid doubt, the Purchaser acknowledges that the Vendor has not accepted a Bank Guarantee until the Purchaser receives return of the 1% (or less where applicable) initial deposit; and

(b) If the Vendor accepts a Bank Guarantee from the Purchaser:

(i) the Vendor's Legal Practitioner will hold the Bank Guarantee and will hold any moneys paid pursuant to the Bank Guarantee as if those moneys were the original Deposit;

(ii) on the Settlement Date the Purchaser must pay the full Price (less any amount of the Deposit paid in cash or by cheque) to the Vendor and subject to and conditional upon the Purchaser doing so the Vendor must return the Bank Guarantee to the Purchaser;

(iii) immediately upon any default by the Purchaser under this Contract the Vendor may make a demand for payment under the Bank Guarantee (subject only to any provision of the Sale of Land Act preventing it from so doing);

(iv) if the Bank Guarantee expires or will expire on or before the day that is 6 months after the Registration Date, the Purchaser must within 3 Business Days of receiving a request from the Vendor or the Vendor's Solicitor, extend or replace the Bank Guarantee so that it ends at least 6 months after the Registration Date or such other date reasonably required by the Vendor; and

(v) if the Purchaser fails to comply with Special Condition 8.5(b)(iv), the Vendor will be entitled to terminate this Contract.

9. Purchaser indemnity

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

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

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

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

10. Purchaser to procure execution of guarantee

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

11. Default

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

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

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

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

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

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

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

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

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

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

12. Default interest

If the Purchaser defaults in any payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act* 1983 on the amount in default from the time it fell due until the default ceases without prejudice to any other rights of the Vendor.

13. Waiver

The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be or be deemed to be waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tended by the Purchaser not in accordance with this Contract. Time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

14. Plan of Subdivision

14.1 This Contract is subject to and conditional upon the Plan of Subdivision being registered by the Registrar of Titles by the Registration Date. The period between the Day of Sale and the Registration Date is the specified period for the purposes of section 9AE of the Sale of Land Act. If the Plan of Subdivision is not registered by the Registration Date either party may rescind this Contract by giving the appropriate written notice to the other party before the Plan of Subdivision is so registered.

14.2 The Vendor shall do all acts matters and things and execute all documents as may be reasonably necessary to cause the Plan of Subdivision to be registered by the Registrar of Titles. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.

14.3 Before rescinding this Contract under Special Condition 14.1, the Vendor must give the Purchaser 28 days' written notice ('notice period'), setting out:

(a) the reason why the Vendor is proposing to rescind this Contract;

(b) the reason for the delay in the registration of the Plan of Subdivision; and

(c) that the Purchaser is not obliged to consent to the proposed rescission.

14.4 For the purpose of Special Condition 14.1 and 14.3, the Purchaser will be deemed to have consented to the proposed rescission if no written objection is received by the Vendor on or before the end of the notice period.

14.5 If the Vendor wishes to rescind this Contract under Special Condition 14.1:

(a) the Vendor is required to give notice of a proposed rescission of this Contract under Special Conditions 14.1 and 14.3;

(b) the Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent;

(c) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract; and

(d) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.

14.6 Notwithstanding Special Condition 14.2, if the Registrar of Titles or any authority having jurisdiction in respect of the subdivision requires a material modification to the subdivision or material amendment of the Plan of Subdivision, or imposes any conditions or other requirements which in the opinion of the Vendor may be likely to substantially increase the cost of the subdivision of the land, then the Vendor may rescind this Contract by giving the appropriate written notice to the Purchaser within 30 days after being notified of the event referred to in this Special Condition.

14.7 Subject to sections 9AC and 9AE of the Act, the Purchaser may not rescind this Contract as a consequence of any amendment to the Plan of Subdivision irrespective of whether the amendment restricts or limits the use of the Property, if the amendment:

(a) results from any recommendation of a public authority or government department, or

(b) concerns the final location on the Plan of Subdivision of an easement.

14.8 For the purposes of Section 9AC of the Act, the Purchaser acknowledges that while the following amendments may affect the Lot, the effect of these variations will not considered to be material. The variations are:

(a) minor variations to accord with surveying practice;

(b) minor variations to meet any requirement or requisition of the Council or any statutory body or any authority or the Registrar of Titles to effect registration; and

(c) the amendments required to effect a consolidation, merger or otherwise to accommodate the development of any adjoining property or merger with any other plan affecting such property.

14.9 Where a statement of compliance or similar certification has been issued by Council in respect of the Plan of Subdivision, the Purchaser shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement or withhold any part of the Price, as a consequence of any issue relating to a matter certified by Council.

15. Caveat

15.1 Until the Plan of Subdivision has been registered, the Purchaser must not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in the Land Titles Office in respect of the Purchaser's interest in the Property. The Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this condition.

15.2 The Purchaser irrevocably appoints the Vendor as its attorney for the purpose of withdrawing any caveat lodged in breach of Special Condition 15. The appointment shall not be affected by the rescission or termination of this Contract by either party.

15.3 This Special Condition is an essential term of the Contract and the rights conferred hereby are in addition to any common law rights or other rights of the Vendor.

16. Natural surface level

16.1 The Purchaser acknowledges that the Property may have been filled, raised, levelled, compacted or cut prior to the Vendor becoming registered proprietor of that part of the Development Land containing the Property and that the Purchaser must not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any such works.

16.2 The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works and may be filled, raised, levelled, compacted or cut as disclosed in the Vendor's Statement (**subdivisional works**).

16.3 The Purchaser acknowledges and agrees that the plans disclosing the subdivisional works are design plans only and are not as built plans and that such plans and subdivisional works may be changed before settlement in accordance with Special Condition 16.4.

16.4 At the Day of Sale:

(a) if no works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then Vendor has not given disclosure pursuant to section 9AB(1) of the Act; and

(b) if works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then the Vendor has given disclosure pursuant to section 9AB(1) of the Act.

(c) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Act as soon as practicable after the details required for disclosure come to the knowledge to the Vendor.

16.5 The Purchaser will not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works, particulars of which have been disclosed to the Purchaser.

16.6 The Purchaser further acknowledges and agrees that in calculating the amount of any fill provided to the Property, any amount of topsoil removed from the Property prior to filling and regrading and replaced thereafter shall not be included in such calculation.

16.7 The Purchaser indemnifies the Vendor against any claim made by any person in respect of subdivisional works. This condition shall not merge on the transfer of the Property. The Vendor and its employees, agents and consultants may commence or complete the subdivisional works after settlement of this Contract.

17. Adjustment of rates

17.1 All rates, taxes (including land tax), assessments and outgoings (collectively referred to as **the outgoings**) in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of registration of the Plan of Subdivision.

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

17.3 Notwithstanding anything contained in this Special Condition 17, the parties agree that land tax shall be adjusted on the amount of the proportional tax assessed in respect of the Property.

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

17.5 The Vendor will pay the outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before settlement under any circumstances.

17.6 Despite Special Condition 17.5 the outgoings must be apportioned as if they had been paid by the Vendor.

17.7 This Special Condition 17 will not merge on settlement.

18. Encumbrances

18.1 The Purchaser acknowledges that it is aware of the possibility that at the Day of Sale there may not have been created all the easements, restrictions or other encumbrances which may be required by any governmental agency or authority, any provider of utility services including electricity, gas, water or telecommunications, the Council, the Registrar of Titles or the Vendor, in which case:

(a) if a governmental agency or authority, any provider of utility services including electricity, gas, water or telecommunications, the Council, the Registrar of Titles or the Vendor requires the creation of further easements, restrictions or other encumbrances then subject to Special Condition 18.1(c), the Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract or withhold any part of the Price because of that creation;

(b) the Vendor must notify the Purchaser of the creation of any further easement, restriction or other encumbrance within 14 days after receipt of the requirement from the governmental agency or authority, the service provider, the Council or the Registrar of Titles for, or a decision of the Vendor to make a requirement for, the creation of a further easement, restriction or other encumbrance;

(c) the Purchaser may notify the Vendor of its intention to rescind this Contract within 14 days after being advised by the Vendor of the requirement if the further easements, restrictions or other encumbrances will materially adversely affect the Property, but not otherwise;

(d) the Vendor may by notice withdraw the requirement or cause it to be withdrawn within 10 days of receipt of the Purchaser's notice under Special Condition 18.1(c) or dispute the Purchaser's opinion that the further easement, restriction or other encumbrance will have a materially adverse effect on the Property. If the Vendor does not do so, the Purchaser may rescind this Contract by notice within a further 14 days after the date of expiry of the notice under Special Condition 18.1(c);

(e) if the Vendor disputes the Purchaser's opinion that the further easement, restriction or other encumbrance will have a materially adverse effect on the Property, the Vendor may refer the dispute to arbitration under the *Commercial Arbitration Act* 2011. In that case, the time periods in this Special Condition will be suspended pending the outcome of the arbitration. The cost of the arbitration (including legal costs on a solicitor-own client basis) must be paid by the party who loses the arbitration; and

(f) for the purposes of Special Condition 18.1(e), a reduction in the usable area of the Property by an easement affecting not more than 5% in area of the Property and located adjacent to a boundary will not be considered to be material.

18.2 The Purchaser acknowledges and agrees that the Vendor may prior to the Settlement Date enter into one or more Planning Agreements and that, in that case, each Planning Agreement will be registered and run with the title to the Property. If any Planning Agreement is entered into prior to the Settlement Date:

(a) the Purchaser must take title to the Property subject to any Planning Agreement; and

(b) the Purchaser may not make any requisition or objection in relation to any Planning Agreement and shall not be entitled to refuse or delay settlement nor be entitled to any reduction in the Price nor to any compensation whatsoever as a result of or in any way connected with the Planning Agreement or the Vendor having entered into any Planning Agreement.

19. Development

19.1 The Purchaser acknowledges and agrees that:

(a) the Property forms part of an overall subdivision of the whole or part of the Development Land and that the Development Land will be a mixed use development, with the Vendor

considering various options to develop all or part of the balance of the Development Land for a variety of possible purposes including residential;

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

(c) the Vendor is continuing to consider development options for the balance of the Development Land and may in its discretion decide to proceed with development of only part of it (for any one or more of the uses referred to in Special Condition 19.1(a) and/or for any other purpose) or not develop it at all;

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

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

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

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

20. Development Works

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

20.2 The Purchaser acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) any easements restrictions or other encumbrances created or implied by the *Subdivision Act* 1988 (Vic) or executed by the Vendor as provided for elsewhere in this Contract, in particular under Special Condition 18.1;

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

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

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

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

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

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

20.6 The Purchaser acknowledges that:

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

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

21. Services

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

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

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

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

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

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

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

22. Fencing

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

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

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

22.4 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 22.

22.5 This Special Condition 22 shall not merge upon settlement and shall enure for the benefit of the Vendor.

23. Foreign Investment Review Board

23.1 The Purchaser warrants to the Vendor that:

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

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

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

24. GST

24.1 In this Contract and unless the context otherwise requires:

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

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

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

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

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

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

(b) subject to Special Condition 24.6, the amount by which the GST exclusive consideration is increased must be paid to the supplier by the recipient at the time at which the GST exclusive consideration is payable.

24.5 If this Contract requires a party to pay for, reimburse or contribute to any expense or liability (**reimbursable expense**) incurred by the other party (**payee**) to a third party, the amount to be paid, reimbursed or contributed the amount to be paid, reimbursed or contributed must be charged by the third party or payee as a taxable supply subject to Special Condition 24.6 or otherwise will be the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

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

25. Non-merger

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

26. Time of the essence

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

27. Planning and building controls

27.1 **Restrictions**

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

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

(c) If the Purchaser breaches its obligations under Special Condition 27.1(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor for all expenses incurred in rectification.

27.2 **MCP**

The Purchaser acknowledges that:

(a) the MCP will be referenced as part of the Restrictions and registered as an encumbrance on the title to the Property;

(b) the Purchaser will be bound by the terms and conditions of the MCP on and from Settlement; and

(c) the Purchaser must not object or require the Vendor to take any action in respect of the MCP.

27.3 **Alternative Controls**

(a) The Purchaser acknowledges and agrees that the Vendor can, at any time prior to Settlement, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to memoranda of common provisions and restrictive covenants) to implement and enforce additional controls which are consistent with the Planning and Building Controls.

(b) The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such additional controls.

27.4 **Variation and Waiver**

(a) The Purchaser acknowledges that where permitted by law to do so, the Vendor can, at its absolute discretion, consent to variation or waiver of any of the Planning and Building Controls for any particular lot on the Plan of Subdivision.

(b) The Purchaser may not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract because of any such consent.

27.5 **Purchaser Covenants**

The Purchaser:

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

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

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

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

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

27.6 **Conflict in Planning and Building Controls**

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

(a) first, the Restrictions;

(b) second, the MCP; and

(c) third, these Special Conditions.

27.7 **Rescode**

The Purchaser acknowledges being made aware of the recent introduction of changes to town planning and building controls, known as ResCode, which legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing. The Purchaser shall make no claim against the Vendor in respect of any Rescode requirements, in respect of the Purchaser's proposed use or development of the Property.

27.8 **Bushfire Attack Level**

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

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

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

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

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

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

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

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

27.9 **Vendor Access**

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

28. Community Infrastructure Levy

28.1 **Acknowledgment**

The Purchaser acknowledges and agrees that:

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

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

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

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

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

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

29.1 The Purchaser acknowledges and agrees that:

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

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

29.2 The Purchaser further acknowledges and agrees that:

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

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

(c) the Purchaser must make no requisitions or objections, nor claim compensation or refuse or delay payment of the Price on account of any matter in this Special Condition 29.

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

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

29.5 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 29.

30. Settlement

30.1 On the Settlement Date, settlement must be effected prior to 4:00 pm at the offices of the Vendor's Solicitor or at such other place as the Vendor or the Vendor's Solicitor may direct.

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

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

30.4 If settlement is effected later than 4:00 pm on the Settlement Date, settlement shall be deemed to have occurred on the business day following the day on which payment of the Balance of the Price is made and the Purchaser will be deemed to have made a default in payment of the Balance of the Price, so that the Vendor will be entitled to interest for the intervening days.

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

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

31. Insolvency and incapacity

31.1 If before completion of this Contract:

(a) the Purchaser, being a natural person:

(i) dies;

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

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

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

(b) the Purchaser, being a company:

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

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

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

(iv) resolves to go into liquidation; or

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

then the Vendor may terminate this Contract by notice. The Vendor must refund all money paid under this Contract and any interest earned on it in such circumstances.

31.2 For the purposes of this Special Condition, "Purchaser" includes any of the persons that comprise the Purchaser.

32. Vendor may mortgage or deal with the Development Land

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

32.2 The Purchaser acknowledges that:

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

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

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

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

33. Resale and advertising

33.1 Subject to Special Condition 33.3, until the Plan is registered, the Purchaser must not without the consent of the Vendor, advertise, sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the Property or any part thereof or the Purchaser's rights or interest in or under this Contract. The Purchaser acknowledges that in any such resale the Vendor shall be entitled to impose a condition on its consent that the transferee or assignee must execute a deed with the Vendor pursuant to which the transferee or assignee agrees to be bound by the Purchaser's obligations in this Contract.

33.2 Until an occupancy permit is issued for a residential dwelling constructed on the Property, the Purchaser must not advertise online or erect any advertising signs on the Property without the Vendor's prior written consent. The Purchaser must procure any transferee or assignee of the Property to execute a deed in favour of the Vendor pursuant to which the transferee or assignee agrees to be bound by the Purchaser's obligations in this Special Condition 33.2.

33.3 Despite anything else in this Special Condition 33, if the Purchaser carries on a business of selling house and land packages in Victoria:

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

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

33.4 This Special Condition 33 is an essential term of this Contract and does not merge on settlement. The Purchaser must ensure that its related bodies corporate, employees, agents, representatives, nominees, assigns and successors in title comply with this Special Condition 33.

33.5 The Purchaser acknowledges that damages of themselves will not be a sufficient remedy for breach by the Purchaser of this Special Condition 33 because the Vendor must be able to specifically enforce the Purchaser's obligations under this Special Condition 33.

34. First home owner assistance

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

35. Notice

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

(a) must be in writing; and

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

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

35.3 A letter or facsimile is taken to be received:

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

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

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

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

36. Landscaping

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

36.2 The Purchaser agrees and acknowledges that:

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

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

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

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

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

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

37. General Provisions

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

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

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

37.4 A reference to "consent" of the Vendor means prior written consent which may be given or withheld at the Vendor's sole discretion and may be given on conditions.

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

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

38. Digital Duties Form and SRO Settlement Statement

38.1 **Vendor's obligations**

The Vendor must:

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

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

(c) if the Purchaser has complied with Special Condition 38.1(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

38.2 **Purchaser's obligations**

The Purchaser must:

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

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

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

(d) prior to Settlement:

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

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

38.3 **No Objection**

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

38.4 **Settlement if not an electronic conveyance**

(a) This Special Condition 38.4 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.

(b) Subject to the Vendor complying with Special Condition 38.2:

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

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

38.5 **Settlement if an electronic conveyance**

(a) This Special Condition 38.5 only applies if Special Condition 38.4 does not apply.

(b) Special Condition 38.5 is a fundamental term of this Contract.

(c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 38.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

38.6 **General Condition 10.1**

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 10.1(b)(i) (as that General Condition is amended by Special Condition 38.5).

39. Electronic Conveyancing

(a) Settlement and lodgement may be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 39 if applicable.

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

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

(d) Each party must:

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

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

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

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

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

(g) Settlement occurs when the workspace records that:

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

(ii) If there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(i) electronically on the next business day, or

(ii) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 39(f) has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

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

(j) The Vendor must before settlement:

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

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

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

40. GST Withholding

40.1 **Interpretation**

In this Special Condition 40, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

40.2 **Vendor's Notice**

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

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

(b) if the Purchaser is required to make a payment referred to in Special Condition 40.2(a):

(i) the name and ABN of the Vendor;

(ii) the GST Withholding Amount;

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

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

(v) any other information required by law.

40.3 **Withholding**

(a) This Special Condition 40.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.

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

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

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

(c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 40.3(b) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by the Commissioner.

40.4 **No Effect on Other Terms**

Except as expressly set out in this Special Condition 40, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

40.5 **Other Information**

If the Property qualifies as potential residential land and:

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

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

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

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

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

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

2. Vendor warranties

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

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

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

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

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

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

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

3. Identity of the land

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

3.2 The purchaser may not:

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

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

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

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

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

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

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

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

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

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

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

(a) that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

8. Builder warranty insurance

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

9. General law land

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

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

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

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and

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

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

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

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

13. GST

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

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

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

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

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

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

14. Loan

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

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

(a) immediately applied for the loan; and

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

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

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

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

15. Adjustments

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

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

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

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

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

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

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

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

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annexure 'A'

Guarantee and Indemnity

GUARANTEE AND INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE

Vendor: Grange Greenvale Pty Ltd

Purchaser:
of

Guarantor:

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

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

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

DATED _____ 2021

VENDOR'S STATEMENT

Property

Lot _____. 70 Providence Road, Greenvale 3059

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

Tel: +61 3 8644 3500
Fax: 1300 365 323
Ref: JLB:1075703

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

VENDOR **Grange Greenvale Pty Ltd**

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

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

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

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

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

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

Nil.

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

Nil.

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

Not applicable.

2. INSURANCE

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

Not applicable.

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

Not applicable.

3. LAND USE

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

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

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

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

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

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

4. NOTICES

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

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

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

Nil.

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

Nil.

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, is affected by the GAIC. See attached searches.

8. NON-CONNECTED SERVICES

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

(a) electricity supply

(b) gas supply

(c) water supply

(d) sewerage

(e) telephone services

9. TITLE

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

Attached is a copy of the proposed plan of subdivision as the plan is not yet registered.

10.2 **Staged Subdivision**

Not applicable.

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

12. **DUE DILIGENCE CHECKLIST**

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

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

Date of this Statement: 22nd December 2022

Signature of the vendor: .....

For and on behalf of Grange Greenvale Pty Ltd

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

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

Signature of the purchaser: .....

Signed by Purchaser

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

PLAN OF SUBDIVISION

EDITION 1

PS839321B

LOCATION OF LAND

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

LAST PLAN REFERENCE: Lot 1 on TP857872V

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

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

Council Name: Hume City Council

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

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

Digitally signed by: Katrina Toogood for Hume City Council on 22/07/2022

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	HUME CITY COUNCIL

NOTATIONS

DEPTH LIMITATION: Does Not Apply

SURVEY:
This plan is based on survey.

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

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

NOTATIONS

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

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

EASEMENT INFORMATION

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

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

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

SURVEYORS FILE REF: Ref. 21611-S1 Ver. 7

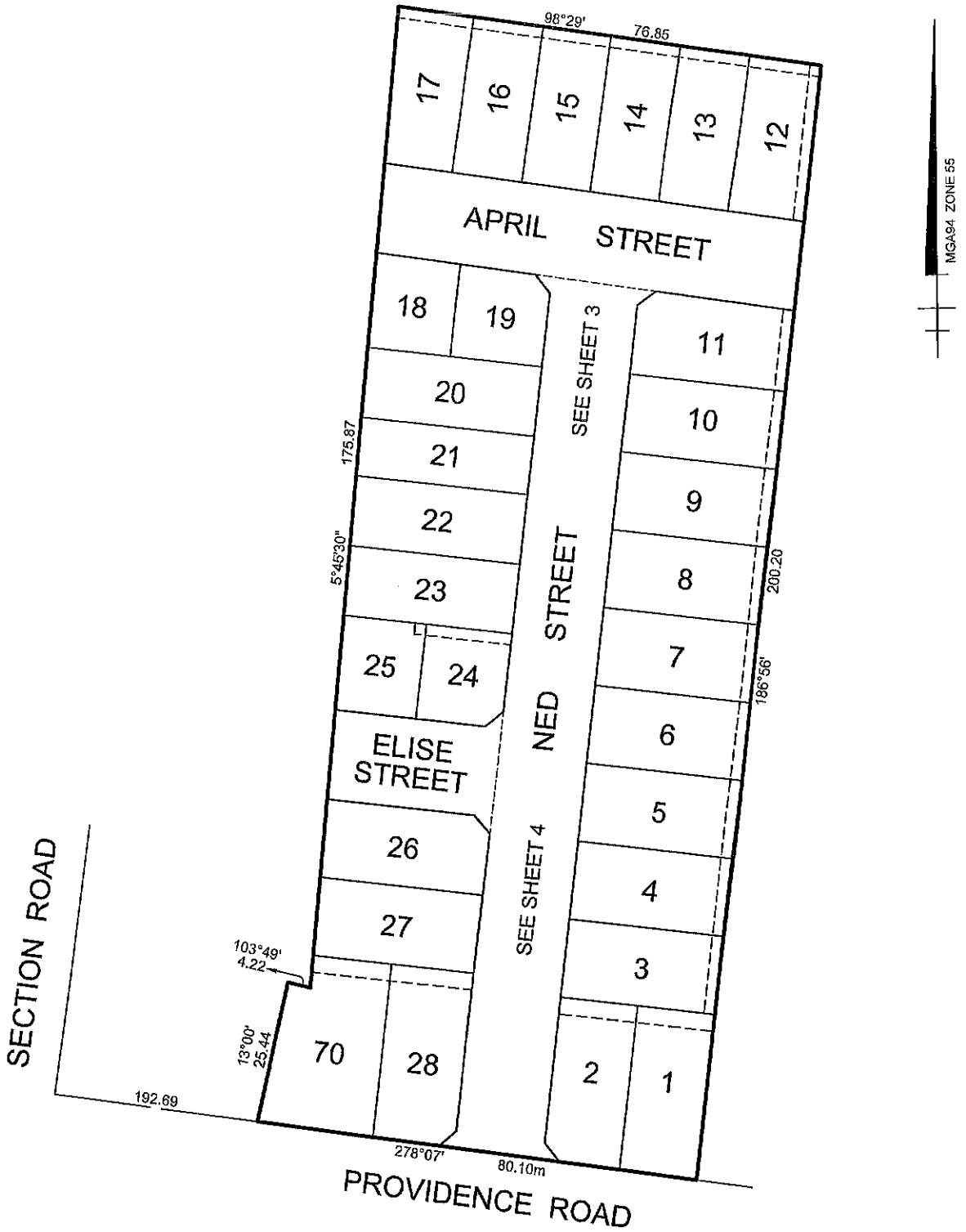
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SHEET 1 OF 6

Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (7), 31/03/2022, SPEAR Ref: S168012T

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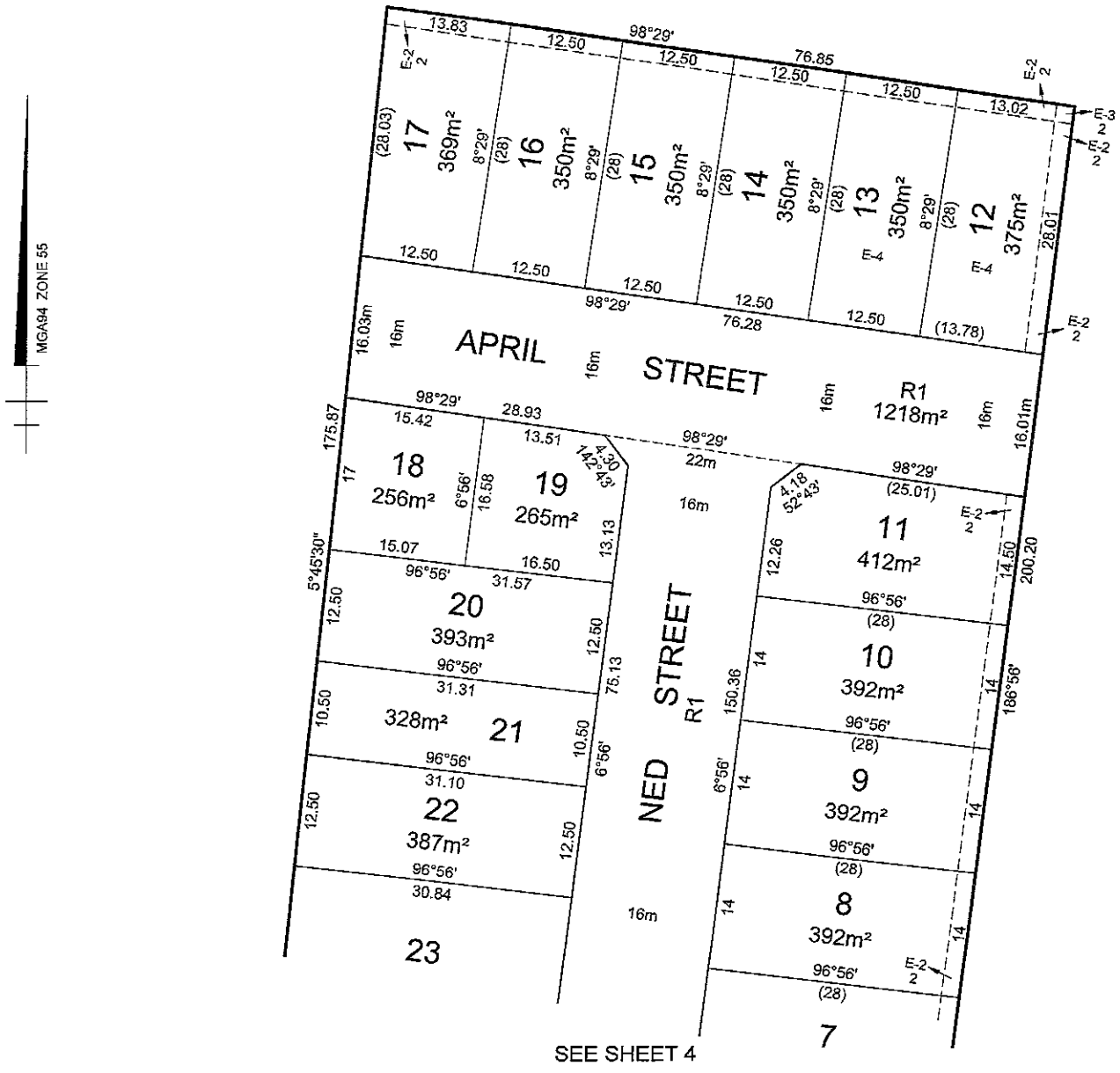
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Digitally signed by: Hume City Council, 22/07/2022, SPEAR Ref: S168012T

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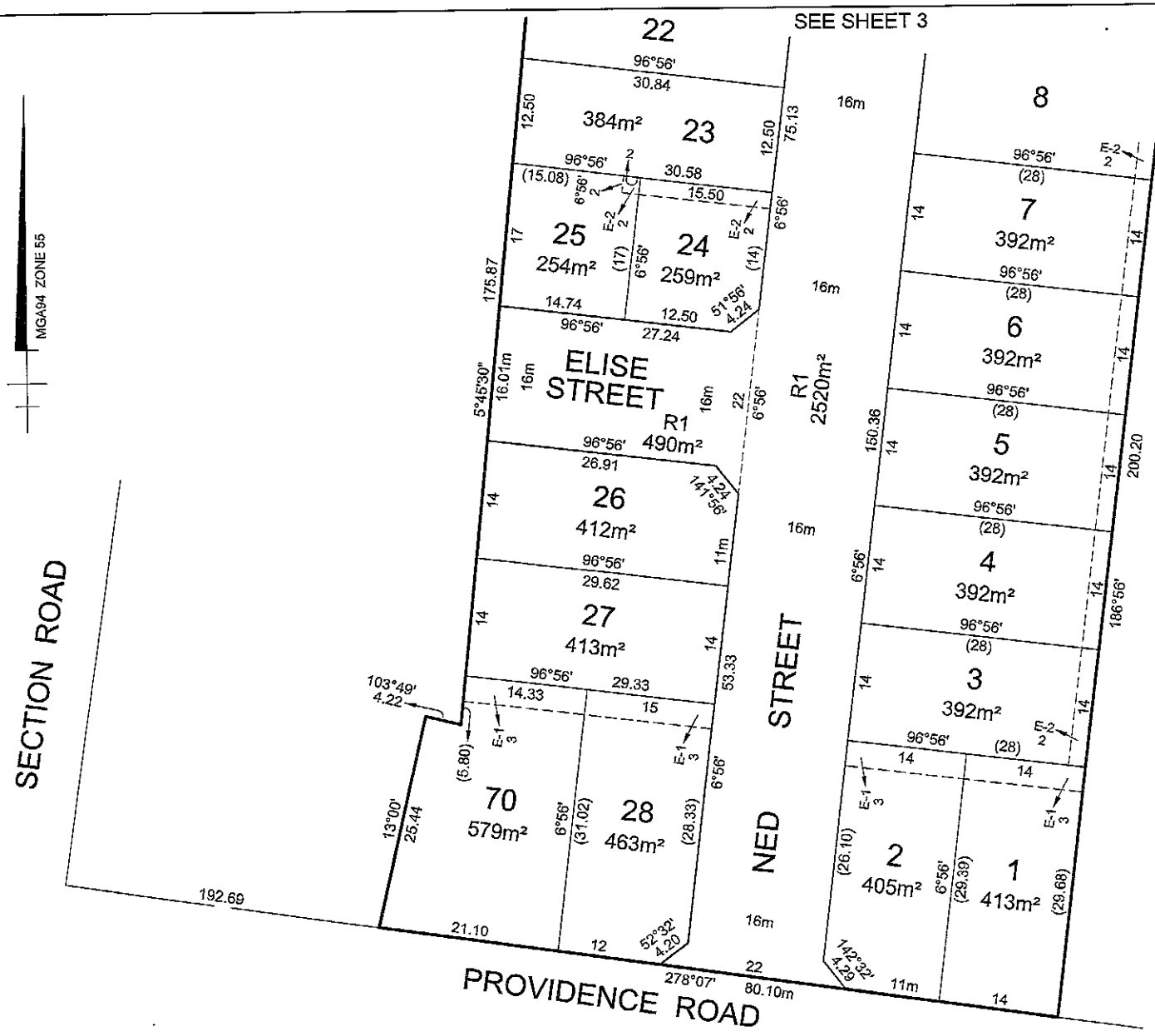
TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

SCALE	ORIGINAL SHEET	Ref. 21611-S1	SHEET 3
1:500 (5 0 5 10 15 20 LENGTHS ARE IN METRES)	SIZE: A3	Ver. 7	

Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (7), 31/03/2022, SPEAR Ref: S168012T

Digitally signed by: Hume City Council, 22/07/2022, SPEAR Ref: S168012T

PS839321B



TAYLORS

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SCALE		ORIGINAL SHEET	Ref. 21611-S1	SHEET 4
1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	SIZE: A3	Ver. 7	

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CREATION OF RESTRICTION A

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

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

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

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

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

Expiry date: 15/10/2030

TABLE 1

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

TABLE 1 continued

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

CREATION OF RESTRICTION B

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

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

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

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

Expiry date: 15/10/2030

TABLE 2

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

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

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Digitally signed by: Hume City Council, 22/07/2022, SPEAR Ref: S168012T

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CREATION OF RESTRICTION C

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

BURDENED LAND: Lots 1 and 70 on this plan.

BENEFITED LAND: All Lots on this plan.

RESTRICTION:

The Registered Proprietor or Proprietors for the time being of any burdened lot to which this Restriction applies must not:

Construct any dwelling, house or garage on a side boundary of a lot unless the dwelling, house or garage is set back a minimum of 1 metre from the other side boundary of that lot.

CREATION OF RESTRICTION D

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

BURDENED LAND: See Table 3
BENEFITED LAND: See Table 3

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

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

Expiry date: 15/10/2030

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1	2, 3
3	1, 2, 4
4	3, 5
5	4, 6
6	5, 7
7	6, 8
8	7, 9
9	8, 10
10	9, 11
12	13
13	12, 14
14	13, 15
15	15, 17
16	14, 16
17	16

TABLE 3 continued

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

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

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

VOLUME 10879 FOLIO 860

Security no : 124102617880E
Produced 12/12/2022 04:07 PM

LAND DESCRIPTION

Lot 1 on Title Plan 857872V.
Created by Application No. 108797Y 27/05/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GRANGE GREENVALE PTY LTD of 66 COOPER STREET ESSENDON VIC 3040
AN054694Y 29/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN054695W 29/08/2016
NATIONAL AUSTRALIA BANK LTD

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

NOTICE Section 201UB Planning and Environment Act 1987
AH336996N 01/07/2010

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390557F 01/07/2020

DIAGRAM LOCATION

SEE TP857872V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 70 PROVIDENCE ROAD GREENVALE VIC 3059

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 02/08/2022

DOCUMENT END

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TITLE PLAN

EDITION 1

TP857872V

LOCATION OF LAND

PARISH: YUROKE
TOWNSHIP:
SECTION: 2
CROWN ALLOTMENT:
CROWN PORTION: C (PT)
LAST PLAN REFERENCE:
DERIVED FROM:
DEPTH LIMITATION: NIL

NOTATIONS

WARNING AS TO DIMENSIONS:
ANY DIMENSION AND CONNECTING DISTANCE SHOWN IS BASED ON THE DESCRIPTION OF THE LAND CONTAINED IN THE GENERAL LAW TITLE AND IS NOT BASED ON SURVEY INFORMATION WHICH HAS BEEN INVESTIGATED BY THE REGISTRAR OF TITLES.

EASEMENT INFORMATION

E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.

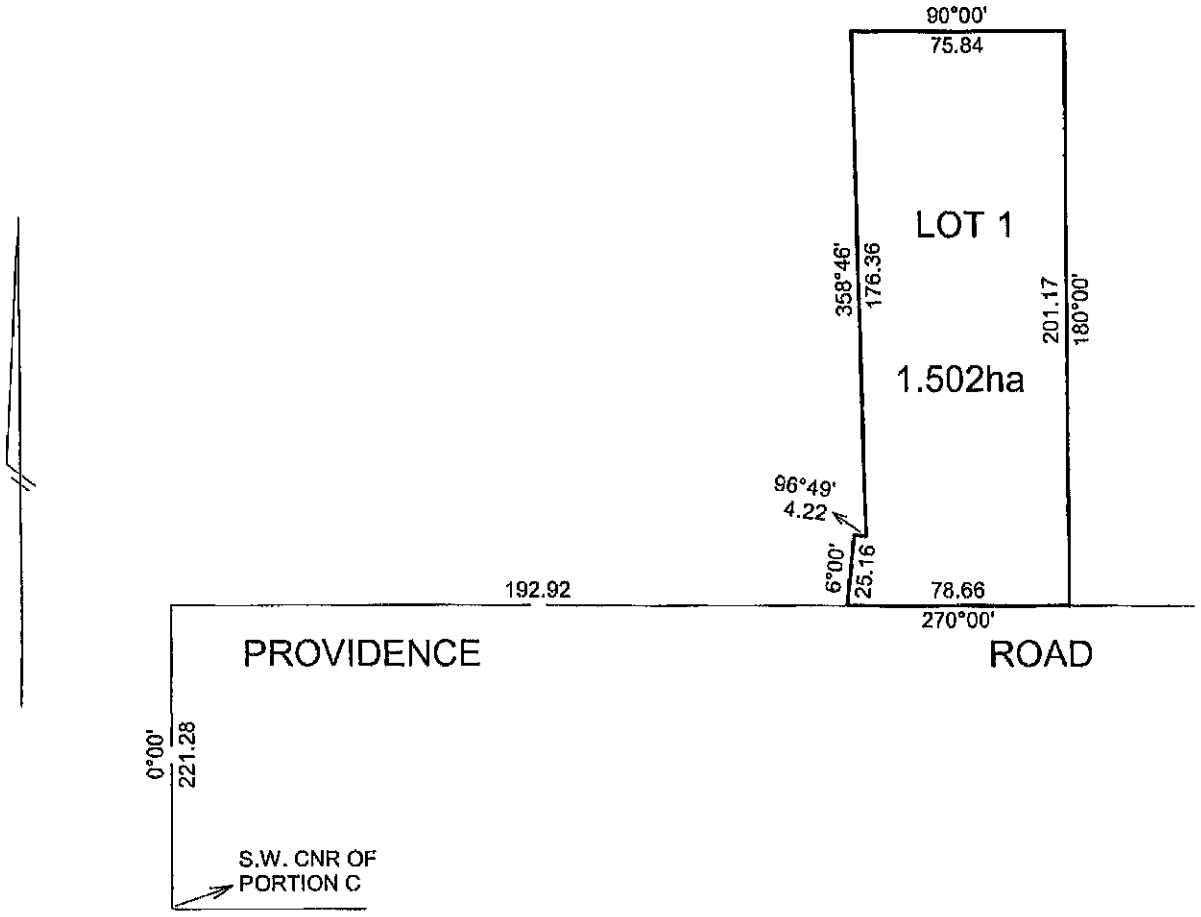
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES

Checked by: .....

Date: - 3 JUN 2005

Assistant Registrar of Titles



LENGTHS ARE IN METRES	SCALE ——	DEALING / FILE No: AP108797Y	DEALING CODE: 14
		GOVERNMENT GAZETTE No:	SHEET 1 OF 1

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Document Assembled	**17/08/2021 15:34**

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G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987
Use to notify the Registrar of land subject to GAIC

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AH336996N
01/07/2010 $0 201UB

Read this before you start

❶ Fill page 1 online ❷ Print form single sided ❸ Sign with a blue or black pen

Purpose

The Growth Areas Authority applies to the Registrar of Titles to record a notification on the folio(s) of the Register described at item 1 that a growth areas infrastructure contribution may be payable.

1. What land is subject to GAIC?

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

see attached listing

2. Signature/s

Growth Area Authority

Signature

PETER SEAMER

Name of Signatory

3. Date (dd/mm/yyyy)

28/06/2010

4. Does the lodging party have a customer code?

No *Go to question 5*

Yes What is the customer code? 14273H Reference 0|10|5935

5. Lodging party details

Lodging party

Given Name(s)

Family Name/ Company Name CAA

Phone 03 9651 9600

Address

No. Level 29 Street 35 Collins St

Suburb Melbourne Postcode 3000

You may lodge this form in two ways:

1. In person
Level 9, 570 Bourke Street
Melbourne 3000

2. By mail
P.O. Box 500
East Melbourne 3002

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01/07/2010 $0 201UB

Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
2653/464	8460/840	8926/757	9400/606	9573/296	9768/698	10287/865
2739/613	8499/602	8958/110	9400/607	9573/297	9769/001	10310/687
3351/178	8499/603	9019/664	9400/608	9573/298	9769/550	10335/090
3431/066	8499/604	9041/695	9400/609	9573/299	9769/551	10346/417
3451/097	8499/605	9041/696	9409/902	9573/300	9769/552	10346/420
3494/753	8510/612	9047/508	9412/866	9573/301	9769/553	10353/885
3498/413	8510/613	9047/509	9418/330	9584/888	9769/554	10354/868
3529/743	8525/626	9068/407	9434/235	9584/889	9769/555	10354/869
3659/736	8525/627	9068/408	9441/095	9584/890	9769/556	10364/835
4024/689	8535/846	9068/410	9441/096	9584/891	9769/558	10387/819
4120/995	8559/003	9068/411	9441/097	9584/892	9769/559	10392/883
4144/695	8570/377	9068/412	9441/098	9584/894	9792/811	10392/884
4317/220	8574/170	9068/413	9441/099	9589/589	9797/850	10467/987
4643/431	8574/171	9091/159	9445/613	9603/847	9818/407	10488/902
5244/653	8589/156	9091/160	9459/267	9603/848	9818/408	10515/166
5378/559	8590/053	9091/161	9464/464	9603/849	9818/409	10515/167
5419/739	8618/945	9091/162	9464/465	9603/850	9818/410	10529/857
5623/570	8618/946	9091/163	9464/466	9613/003	9818/411	10529/858
5861/083	8618/947	9091/164	9464/467	9613/004	9818/413	10529/859
5879/798	8618/948	9091/167	9464/468	9613/006	9818/414	10529/860
5897/243	8618/949	9091/168	9464/469	9613/007	9818/415	10529/861
6153/539	8618/950	9091/169	9464/470	9622/089	9818/416	10533/550
6268/567	8645/296	9091/170	9464/472	9622/479	9818/417	10548/571
6313/505	8645/297	9091/171	9464/477	9630/985	9823/781	10555/205
6588/458	8645/298	9091/172	9464/478	9630/988	9828/775	10558/952
6828/581	8645/299	9156/474	9464/479	9637/198	9829/168	10559/138
6850/889	8645/300	9162/231	9472/647	9637/199	9829/169	10559/139
7016/149	8645/301	9162/233	9505/016	9637/200	9829/170	10578/614
7241/131	8645/302	9162/235	9506/354	9645/118	9829/171	10591/667
7297/320	8645/303	9162/236	9506/355	9645/119	9829/172	10591/669
7649/106	8645/304	9162/239	9506/356	9646/711	9829/173	10631/394
7721/063	8693/465	9164/126	9506/357	9653/943	9847/761	10631/395
8060/150	8693/466	9212/048	9506/358	9670/430	9850/172	10631/396
8105/076	8693/467	9281/403	9506/359	9670/431	9850/173	10643/019
8139/039	8693/468	9281/404	9506/360	9679/020	9891/057	10643/020
8139/040	8693/469	9281/405	9506/361	9679/022	9904/374	10662/609
8139/041	8693/470	9302/167	9511/336	9679/031	9911/058	10662/610
8139/042	8695/978	9307/840	9512/652	9690/926	9943/887	10668/112
8139/043	8716/634	9310/362	9512/655	9690/928	9943/888	10684/297
8139/044	8716/635	9317/264	9530/273	9690/929	9947/688	10684/298
8158/838	8716/636	9317/265	9531/535	9690/930	9947/689	10699/832
8164/741	8716/637	9317/266	9536/875	9692/053	9951/963	10699/833
8167/220	8733/753	9317/267	9536/876	9702/195	9961/562	10703/758
8182/120	8756/899	9317/269	9538/957	9706/679	9968/697	10703/759
8223/415	8776/891	9320/510	9546/805	9717/080	10008/331	10710/963
8255/346	8776/892	9320/987	9546/806	9717/081	10035/791	10710/964
8268/078	8795/871	9327/702	9546/807	9717/082	10091/287	10728/731
8294/528	8810/831	9327/703	9546/808	9723/056	10091/288	10728/732
8319/753	8817/127	9327/704	9546/809	9764/061	10111/889	10731/092
8322/627	8831/247	9327/706	9547/026	9764/062	10191/894	10743/778
8322/628	8833/446	9329/578	9547/027	9764/063	10267/821	10803/208
8413/375	8844/913	9332/136	9547/028	9764/064	10267/822	10817/497
8413/376	8889/375	9379/582	9547/030	9764/065	10276/848	10817/498
8426/111	8900/410	9394/598	9550/779	9764/066	10276/849	10817/864
8451/208	8901/079	9400/604	9573/295	9768/697	10276/986	10820/364

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AH336996N

01/07/2010 $0 201UB

Vol/Fol	Vol/Fol	Vol/Fol
10821/506	11134/054	11198/849
10821/507	11134/056	11198/850
10822/764	11141/164	11198/851
10822/765	11144/531	11198/852
10825/741	11157/739	11198/853
10844/147	11166/738	11198/854
10844/148	11183/432	11198/855
10850/362	11183/433	11198/856
10850/363	11183/434	11198/857
10858/584	11184/928	11198/858
10858/585	11188/439	11198/859
10879/860	11188/800	11198/860
10891/490	11188/801	11198/861
10891/491	11188/802	11198/862
10893/012	11188/815	11198/863
10893/013	11189/027	11198/864
10893/908	11189/028	11198/865
10893/909	11189/076	11198/866
10898/975	11191/050	11198/867
10898/976	11191/089	
10919/796	11192/901	
10928/419	11192/902	
10928/421	11192/903	
10931/283	11192/904	
10931/286	11192/949	
10936/546	11192/950	
10938/477	11196/320	
10939/559	11196/321	
10947/739	11196/322	
10947/835	11196/323	
10961/299	11196/324	
10978/465	11196/325	
10983/580	11196/326	
10995/818	11196/327	
11018/870	11196/328	
11018/871	11196/329	
11036/793	11196/330	
11036/794	11196/331	
11041/313	11196/332	
11049/193	11196/333	
11049/194	11196/334	
11054/791	11196/335	
11062/880	11196/336	
11067/255	11196/337	
11068/855	11196/338	
11072/660	11196/339	
11085/720	11196/340	
11100/896	11196/341	
11105/203	11196/342	
11105/204	11196/343	
11117/311	11196/344	
11117/312	11196/345	
11127/035	11198/846	
11134/051	11198/847	
11134/053	11198/848	

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Application to record an instrument

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

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AT390557F

Lodged by

Name: WARRICK McGRATH

Address: 8 NICHOLSON ST, EAST MELBOURNE 3002

Reference:

Customer code: 237655T

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

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

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

Signing:

Executed on behalf of JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signature PURSUANT TO INSTRUMENT OF DELEGATION DATED 1 JULY 2020

Execution Date 11/JULY/2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

35271702A

MSA1

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

AT390557F

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
647/382	9590/759	10871/213	11075/970	11216/112	11824/253	11980/447
1178/419	9621/312	10871/230	11075/971	11216/114	11826/207	11980/453
2586/085	9643/107	10871/231	11075/972	11216/116	11827/940	11981/482
3284/683	9651/526	10871/239	11075/974	11216/118	11827/993	11982/712
3354/643	9651/528	10871/245	11075/987	11216/133	11829/684	11982/713
3920/919	9666/183	10879/860	11076/420	11216/136	11829/692	11984/396
3965/912	9688/102	10883/976	11076/422	11222/366	11837/398	11984/414
3965/913	9702/389	10883/979	11076/429	11226/379	11837/404	11984/424
4403/496	9706/679	10883/985	11076/433	11227/730	11840/505	11984/433
4787/225	9749/383	10884/038	11080/495	11228/588	11841/050	11985/283
5482/227	9759/779	10884/040	11080/727	11228/606	11841/338	11987/181
6135/000	9763/163	10884/044	11080/732	11228/611	11842/531	11987/195
6168/483	9769/310	10884/977	11080/864	11228/620	11847/692	11987/313
6556/172	9769/553	10892/746	11084/034	11228/628	11847/696	11988/945
6750/974	9769/555	10893/025	11084/036	11228/959	11847/698	11989/763
7425/945	9818/409	10893/028	11084/037	11228/979	11847/719	11989/911
7649/107	9885/346	10894/860	11084/040	11239/320	11847/727	11989/951
7830/005	9946/245	10907/423	11084/517	11240/702	11848/031	11990/663
7830/012	9948/965	10907/429	11085/133	11242/645	11848/681	11990/726
7922/124	9957/029	10907/433	11085/141	11242/653	11848/719	11990/770
8041/399	9957/061	10907/440	11085/147	11243/807	11848/723	11990/790
8090/738	9957/068	10909/876	11085/149	11243/831	11849/612	11990/902
8139/043	9961/517	10909/877	11085/161	11249/642	11849/653	11992/157
8162/673	9972/234	10915/940	11096/603	11258/415	11852/551	11992/171
8166/920	9972/235	10920/329	11100/902	11258/932	11853/488	11992/421
8218/032	9986/448	10925/965	11100/910	11260/117	11853/601	11992/593
8269/013	9994/851	10928/159	11100/914	11261/621	11853/622	11992/652
8378/214	10000/888	10928/161	11100/922	11263/343	11853/713	11993/284
8399/450	10000/889	10928/162	11100/932	11269/719	11853/732	11993/784
8400/902	10008/585	10928/165	11101/448	11274/520	11854/927	11996/034
8407/906	10009/930	10928/428	11101/449	11274/734	11854/932	11996/955
8452/909	10034/621	10928/429	11105/203	11275/142	11854/955	11996/973
8452/936	10034/628	10928/440	11108/151	11277/691	11854/969	11996/986
8457/262	10040/054	10931/307	11114/381	11278/566	11855/825	12000/323
8485/462	10065/330	10931/312	11114/383	11278/578	11856/750	12003/583
8485/470	10091/035	10947/753	11114/384	11278/581	11856/880	12004/459
8485/477	10092/395	10947/758	11114/388	11278/585	11856/894	12007/318
8485/479	10096/166	10947/778	11114/391	11288/270	11856/931	12010/469
8485/497	10107/148	10947/781	11117/834	11300/087	11856/939	12010/728
8485/522	10112/672	10947/786	11117/835	11300/092	11857/099	12018/816
8485/523	10175/560	10947/796	11119/311	11300/097	11857/586	12018/831
8486/685	10176/416	10947/799	11119/330	11300/359	11857/600	12018/921
8502/405	10179/785	10947/800	11121/426	11300/362	11858/556	12018/950
8506/206	10216/288	10947/808	11121/436	11301/613	11860/201	12019/536
8521/781	10224/123	10947/813	11121/439	11302/614	11860/581	12019/561

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Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8521/786	10231/586	10947/825	11121/448	11309/146	11860/585	12019/569
8521/813	10240/187	10947/826	11121/462	11321/074	11864/663	12020/505
8549/431	10252/424	10947/834	11122/027	11322/305	11864/665	12022/075
8559/076	10257/821	10952/079	11131/564	11328/171	11864/743	12022/415
8559/087	10267/658	10952/251	11132/709	11330/685	11869/934	12026/981
8559/096	10285/603	10952/253	11132/719	11333/883	11874/549	12033/129
8576/270	10288/492	10952/255	11133/046	11335/802	11877/001	12035/834
8577/425	10313/177	10961/153	11133/048	11337/854	11877/018	12035/847
8577/437	10316/288	10961/158	11133/052	11349/409	11877/031	12036/736
8596/031	10316/289	10961/168	11134/436	11353/151	11878/375	12036/974
8623/767	10316/349	10964/019	11134/464	11359/318	11881/436	12037/014
8634/869	10317/089	10964/024	11134/467	11360/791	11882/875	12037/102
8636/558	10335/711	10964/026	11134/468	11369/339	11882/878	12037/456
8638/786	10344/123	10964/033	11134/521	11371/365	11882/905	12037/463
8641/727	10346/385	10964/039	11134/525	11375/077	11882/914	12039/357
8661/715	10359/317	10964/044	11134/537	11375/607	11882/923	12039/406
8666/488	10359/342	10977/810	11134/539	11388/998	11884/381	12039/413
8697/649	10394/754	10977/818	11138/563	11394/371	11884/477	12041/183
8698/822	10397/864	10983/195	11138/566	11403/330	11885/240	12043/032
8705/260	10418/076	10987/973	11138/568	11417/106	11885/757	12043/192
8742/592	10425/850	10987/976	11138/569	11426/855	11887/641	12046/754
8819/813	10437/566	10987/982	11138/575	11438/670	11889/093	12047/272
8836/829	10445/432	10987/986	11138/581	11446/633	11889/943	12047/274
8841/133	10446/764	10988/004	11138/584	11455/225	11889/979	12047/279
8847/967	10451/797	10988/009	11138/589	11458/647	11890/127	12047/280
8853/810	10451/798	10988/039	11138/593	11475/009	11890/130	12047/324
8856/007	10451/799	10988/045	11151/572	11488/471	11893/257	12047/902
8866/897	10451/802	10994/254	11151/575	11493/205	11894/570	12050/169
8894/703	10451/803	10994/255	11156/970	11496/449	11894/571	12050/172
8900/262	10453/741	11002/500	11156/973	11496/452	11894/586	12051/154
8900/285	10465/724	11002/501	11156/974	11499/768	11897/135	12051/161
8900/286	10483/533	11002/514	11160/403	11506/131	11899/060	12051/173
8900/288	10523/516	11002/516	11160/411	11520/348	11899/078	12051/404
8900/312	10532/194	11002/517	11160/416	11520/351	11904/002	12051/412
8926/297	10532/211	11002/987	11160/422	11530/104	11907/705	12052/245
8930/205	10532/214	11002/999	11161/362	11530/118	11910/784	12053/380
8933/562	10534/879	11003/005	11161/373	11530/121	11910/791	12053/438
8942/740	10562/294	11005/736	11161/377	11531/241	11917/636	12053/538
8954/143	10570/229	11010/038	11165/270	11535/161	11917/722	12060/043
8954/157	10574/133	11010/176	11165/273	11538/173	11917/727	12060/163
8954/166	10583/534	11013/144	11165/296	11545/993	11920/048	12060/195
8954/168	10589/401	11016/429	11165/297	11546/556	11920/243	12061/453
8954/174	10611/318	11016/457	11165/302	11548/850	11920/509	12063/886
8972/099	10641/469	11016/486	11166/721	11554/386	11922/963	12064/408
8975/877	10643/019	11016/487	11171/921	11554/387	11923/158	12065/449

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Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8978/830	10664/424	11016/492	11171/932	11560/389	11923/165	12093/268
8983/687	10685/975	11016/494	11171/940	11561/399	11923/227	12093/287
8994/130	10688/270	11016/504	11171/964	11573/851	11924/276	12093/559
9004/275	10693/364	11016/516	11171/973	11578/822	11925/764	12141/625
9031/361	10701/532	11016/521	11171/974	11589/296	11925/785	12149/938
9045/905	10706/741	11016/523	11180/518	11595/858	11928/640	12149/944
9058/138	10706/746	11016/854	11180/528	11595/866	11932/349	12149/950
9070/715	10706/762	11018/820	11180/530	11595/885	11932/362	12156/901
9075/436	10707/257	11018/827	11180/535	11604/872	11932/372	12156/903
9075/469	10707/259	11018/829	11180/540	11608/593	11933/403	12156/909
9092/264	10737/354	11018/841	11180/541	11632/355	11934/446	12156/910
9109/407	10741/532	11018/851	11180/542	11637/718	11934/447	12169/285
9128/320	10741/535	11018/859	11188/816	11641/248	11936/292	12169/291
9132/718	10756/925	11018/864	11188/825	11643/305	11937/344	12182/362
9143/509	10760/451	11029/146	11188/832	11643/324	11937/403	12182/448
9157/835	10763/699	11029/151	11188/841	11643/456	11937/409	12182/468
9173/702	10770/490	11040/580	11189/595	11643/457	11944/122	12182/477
9176/269	10800/510	11041/313	11189/746	11643/804	11944/357	12183/291
9176/422	10811/642	11047/027	11189/752	11646/532	11945/529	12183/708
9183/749	10811/646	11047/275	11194/949	11646/548	11945/532	12183/728
9183/752	10811/672	11047/276	11194/957	11646/579	11945/538	12183/735
9216/870	10811/687	11047/278	11197/657	11649/761	11945/586	12183/760
9216/985	10811/697	11047/282	11197/658	11650/532	11947/677	12183/792
9225/385	10811/699	11047/288	11197/659	11654/328	11949/053	12183/796
9268/683	10811/702	11047/300	11197/669	11655/362	11949/069	12187/792
9283/712	10811/719	11050/108	11197/671	11656/681	11949/586	12187/799
9297/966	10811/722	11054/769	11198/854	11679/705	11949/751	12187/801
9304/801	10811/734	11054/784	11198/855	11680/508	11949/754	12187/806
9317/269	10811/735	11059/365	11198/859	11690/538	11949/755	12187/809
9320/232	10811/737	11060/097	11198/860	11690/779	11949/759	12187/811
9369/737	10811/745	11060/098	11198/861	11690/780	11949/764	12187/895
9399/609	10811/751	11060/100	11198/862	11695/150	11950/087	12187/903
9427/544	10811/753	11060/105	11198/864	11730/489	11950/227	12197/290
9427/549	10811/760	11060/107	11198/867	11730/557	11952/863	12197/301
9442/494	10813/370	11060/115	11200/864	11730/608	11953/208	12197/743
9443/124	10813/381	11061/197	11201/254	11746/747	11953/215	12197/745
9443/132	10817/337	11062/864	11201/258	11746/764	11953/226	12197/748
9443/136	10817/338	11062/874	11201/259	11761/434	11956/405	12197/751
9450/276	10817/674	11067/255	11204/099	11764/947	11956/416	12197/753
9455/535	10820/188	11072/358	11204/339	11764/971	11956/739	12197/758
9460/163	10820/189	11072/369	11206/690	11773/397	11959/881	12197/766
9464/470	10828/501	11072/373	11206/692	11773/403	11961/270	12197/808
9491/071	10843/800	11075/444	11206/705	11791/580	11967/608	12197/809
9501/212	10847/640	11075/446	11206/706	11791/584	11967/729	12200/685
9511/338	10849/430	11075/447	11208/803	11798/936	11970/532	12205/359

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Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9520/360	10850/139	11075/455	11208/805	11798/938	11976/325	12205/362
9530/273	10852/875	11075/456	11208/806	11815/609	11976/336	12221/367
9533/239	10852/880	11075/465	11208/811	11819/203	11977/276	12221/373
9541/030	10852/909	11075/948	11208/815	11819/205	11978/089	12221/377
9541/066	10852/914	11075/951	11211/101	11819/208	11978/953	12221/379
9558/365	10852/915	11075/952	11211/106	11820/047	11979/340	12221/383
9581/442	10853/321	11075/964	11211/113	11820/169	11979/439	12221/387
9588/011	10853/322	11075/969	11211/125	11820/172	11979/579	

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 17 August 2021 03:35 PM

PROPERTY DETAILS

Address:	**70 PROVIDENCE ROAD GREENVALE 3059**
Lot and Plan Number:	**Lot 1 TP857872**
Standard Parcel Identifier (SPI):	**1\TP857872**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**303279**
Planning Scheme:	**Hume** planning-schemes.delwp.vic.gov.au/schemes/hume
Directory Reference:	**Melway 178 G11**

UTILITIES

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

STATE ELECTORATES

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

Note

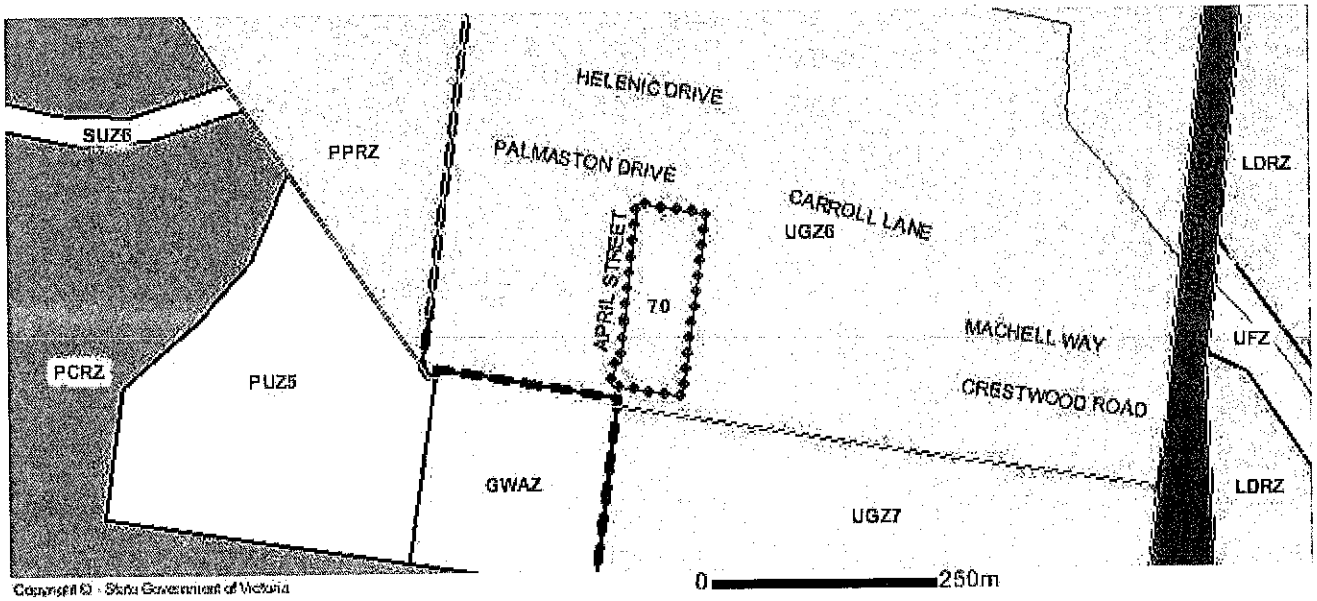
This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to **Victorian Planning Authority**

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 6 (UGZ6)



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GWAZ - Green Wedge A
PPRZ - Public Park & Recreation
SUZ - Special Use
LDRZ - Low Density Residential
PUZ5 - Public Use - Cemetery / Crematorium
UFZ - Urban Floodway
PCRZ - Public Conservation & Resource
RDZ1 - Road - Category 1
UGZ - Urban Growth

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

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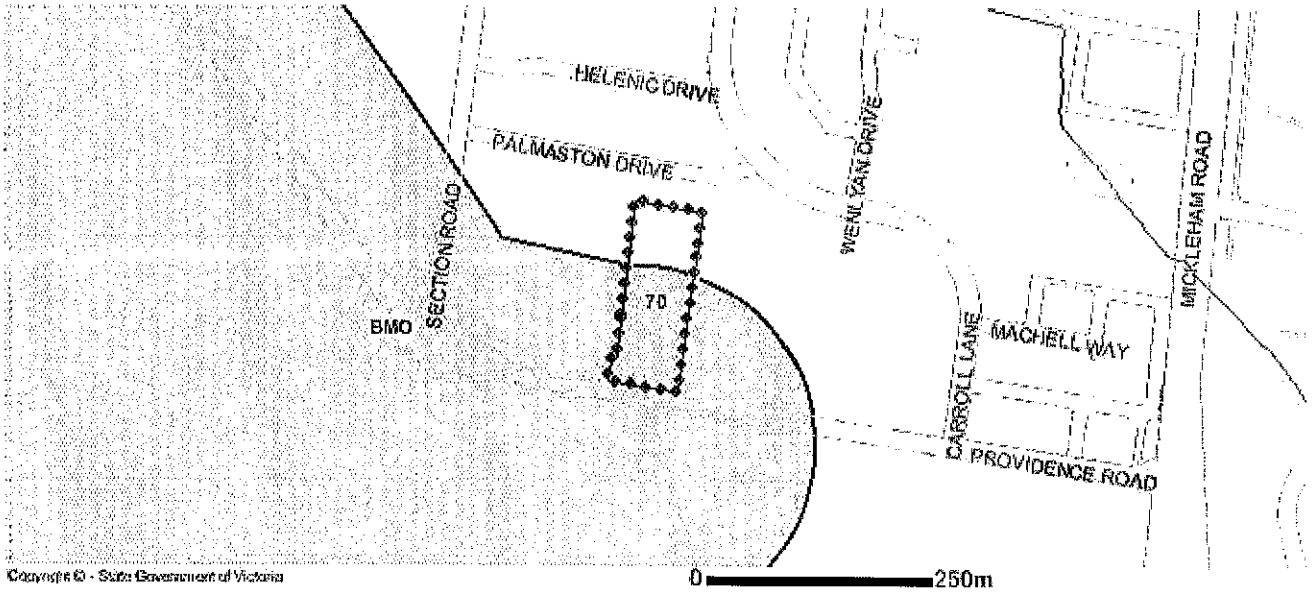
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

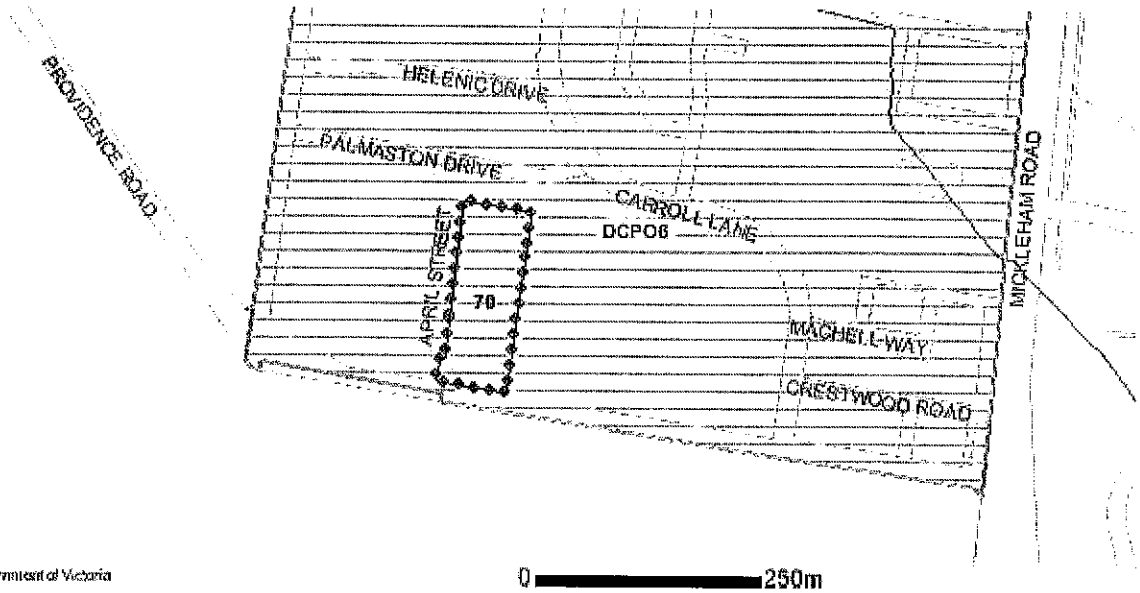


BMO - Bushfire Management

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



DCPO - Development Contributions Plan

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

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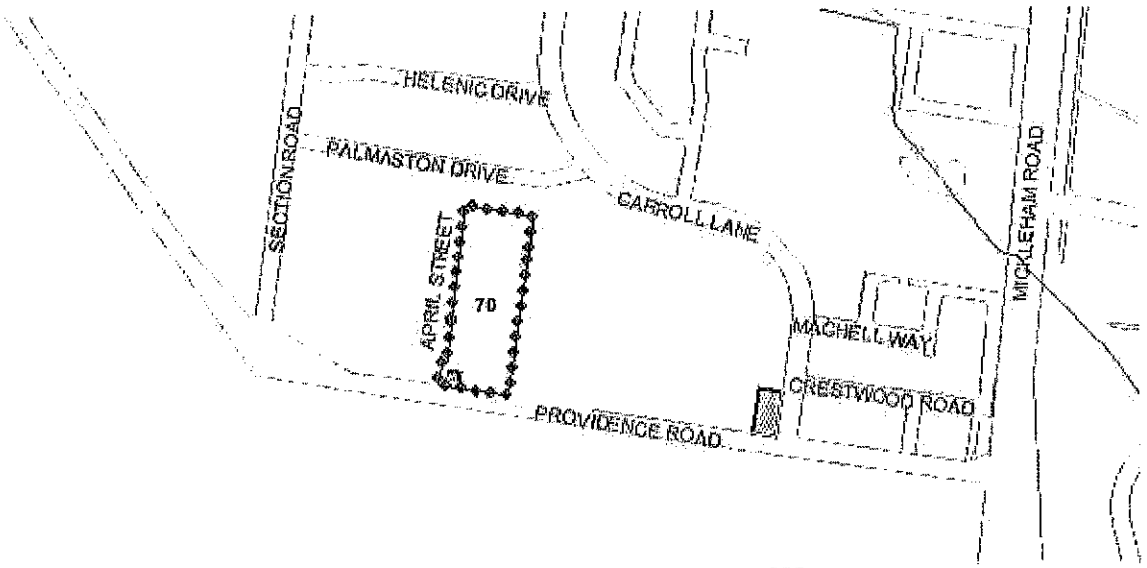
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO242)



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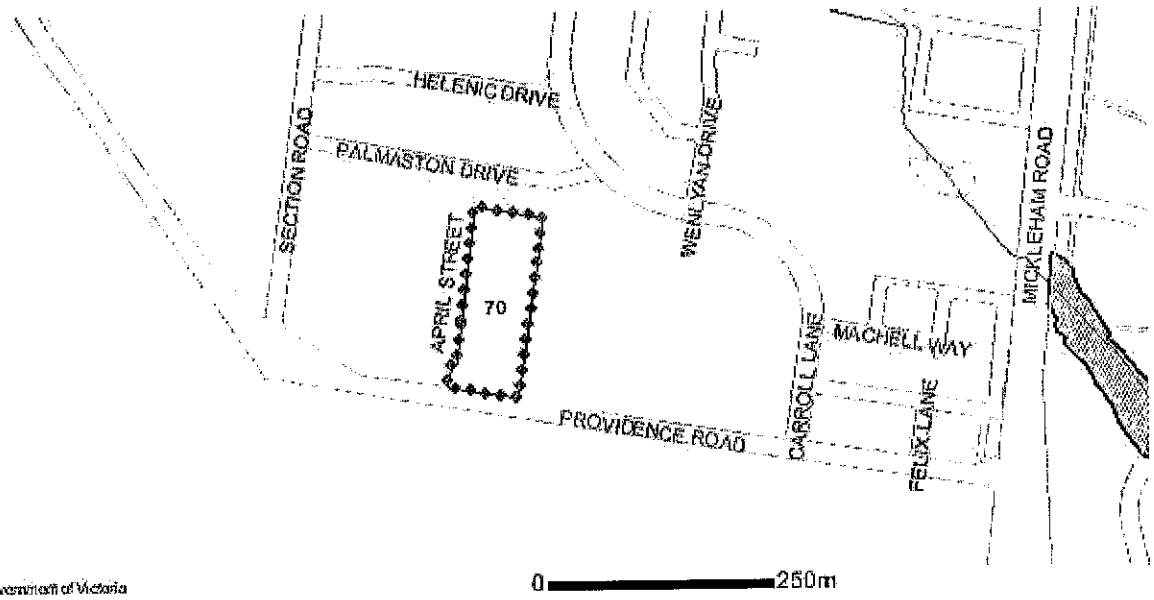
HO - Heritage

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



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SBO - Special Building

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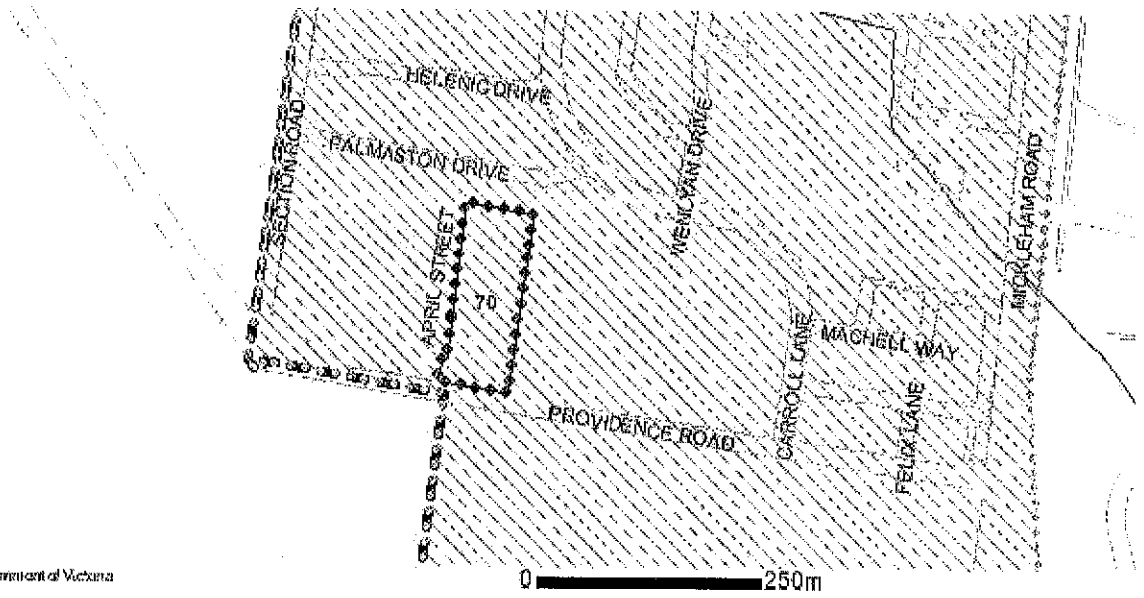
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Growth Area Infrastructure Contribution

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to **Victorian Planning Authority**



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Urban Growth Boundary | Investigation Area | Land added to the UGB since 2005

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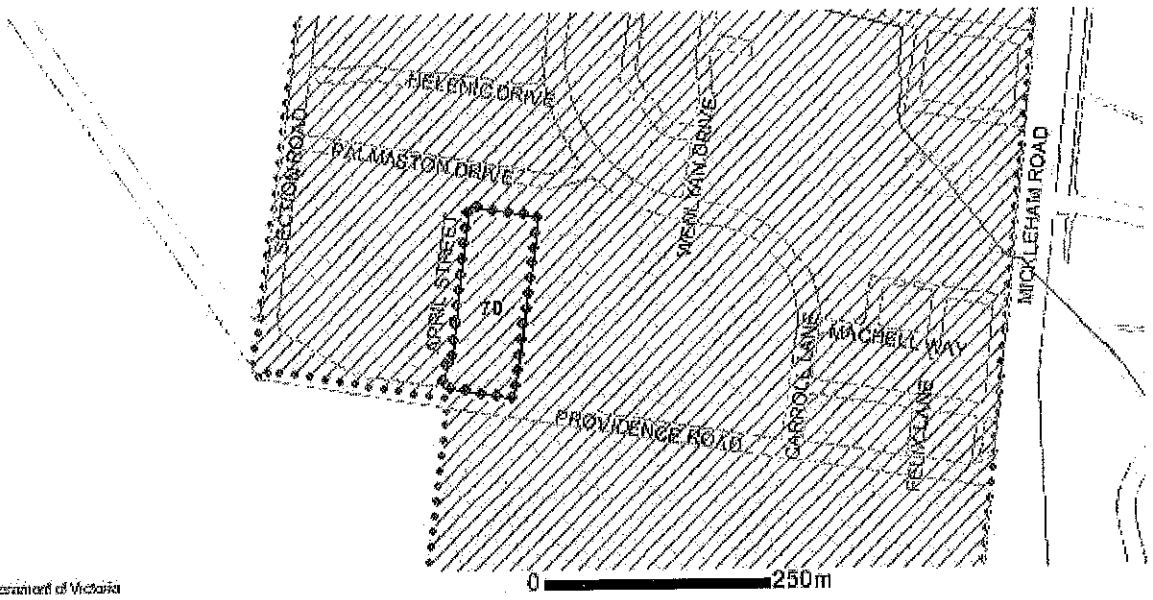
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: **https://nvim.delwp.vic.gov.au/BCS**



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Melbourne Strategic Assessment Area

Further Planning Information

Planning scheme data last updated on 11 August 2021.

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

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

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

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

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

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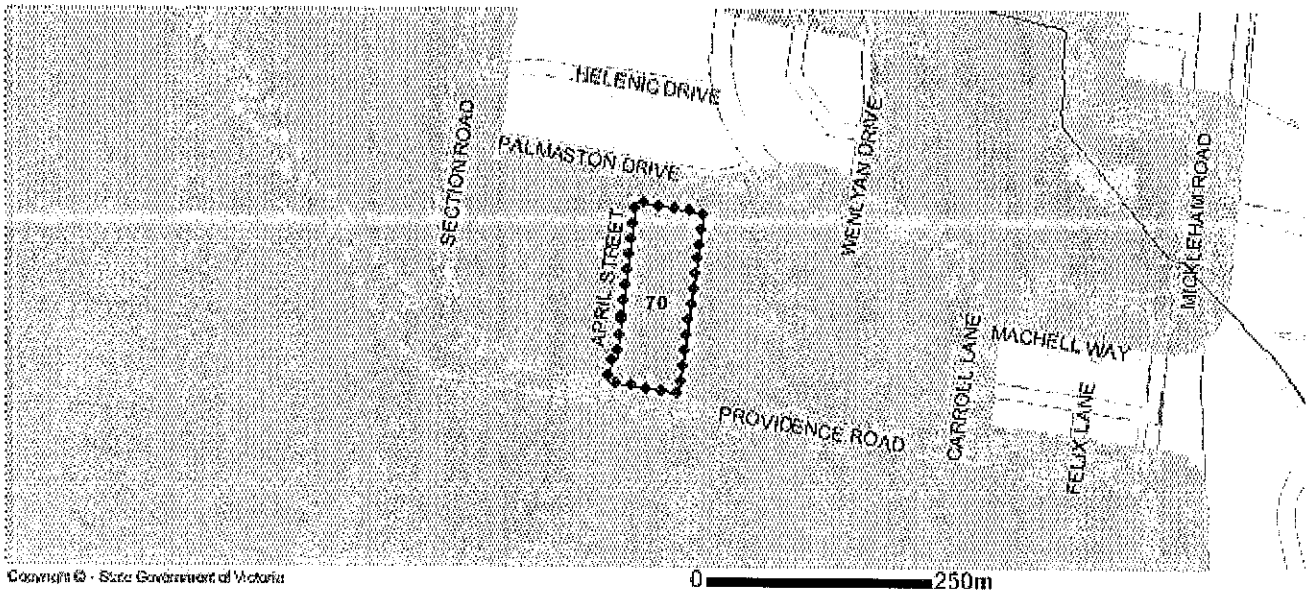
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

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Property Report from www.land.vic.gov.au on 17 August 2021 03:35 PM

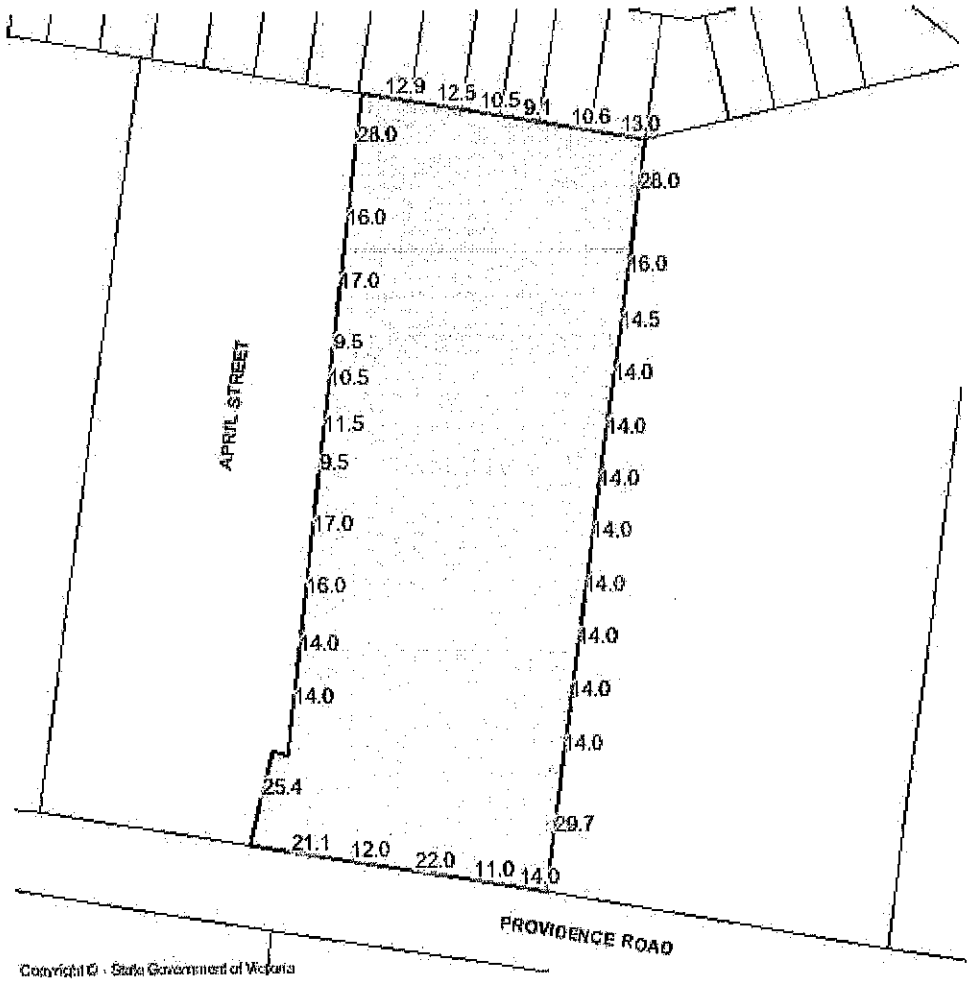
Address: 70 PROVIDENCE ROAD GREENVALE 3059
Lot and Plan Number: Lot 1 TP857872
Standard Parcel Identifier (SPI): 1\TP857872
Local Government (Council): HUME **Council Property Number:** 303279
Directory Reference: Melway 178 G11

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 15132 sq. m
(1.5 ha)
Perimeter: 563 m

For this property:
Site boundaries
Road frontages

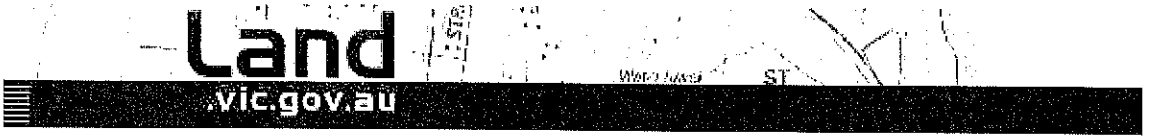
Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

10 dimensions shorter than 6m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at **Title and Property Certificates**

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State Electorates

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: YUROKE

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: JEMENA (Information about choosing an electricity retailer)

Planning Zone Summary

Planning Zone: URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 6 (UGZ6)

Planning Overlays: BUSHFIRE MANAGEMENT OVERLAY (BMO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)
HERITAGE OVERLAY (HO)
HERITAGE OVERLAY SCHEDULE (HO242)

Planning scheme data last updated on 11 August 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

The Planning Property Report includes separate maps of zones and overlays

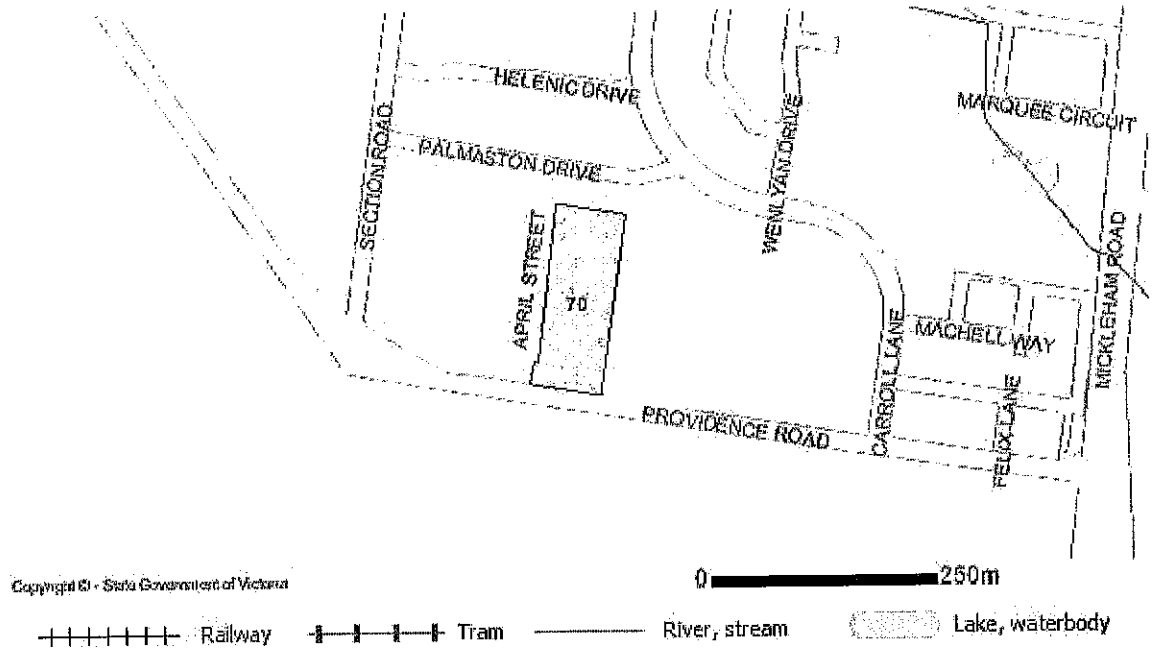
For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

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Area Map



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PLANNING PERMIT

HUME CITY COUNCIL

Permit No.: P22275
Planning scheme: Hume Planning Scheme
Responsible authority: Hume City Council

ADDRESS OF THE LAND:
(Lot 1 TP 121982 Vol 9904 Fol 374
Lot 1 TP 857872V Vol 10879 Fol 860),
70 PROVIDENCE RD
GREENVALE VIC 3059

THE PERMIT ALLOWS:
STAGED SUBDIVISION OF LAND AND REMOVAL OF NATIVE VEGETATION IN ACCORDANCW WITH THE ENDORSED PLANS

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1 Prior to the certification of stage 2, a detailed environmental site assessment report prepared by a suitably qualified and EPA accredited professional in accordance with the requirements of the *Potentially Contaminated Land General Practice Note, Department of Sustainability and Environment, June 2005* must be prepared to the satisfaction of the responsible authority and submitted to it for approval. When approved the environmental site assessment will be endorsed and will then form part of the permit. The report must:

(a) Identify the nature and extent of any contamination present on the land.

(b) Advise whether or not a separate environmental audit is required pursuant to the Environment Protection Act 1970.

(c) Where no further auditing is required, confirm whether or not the site is suitable for sensitive land uses (including residential use) and provide recommendations for any remediation works that may be necessary prior to any use commencing.

In its consideration of the assessment, the responsible authority may require that a peer review of the environmental site assessment be undertaken with all costs associated with the peer review borne by the permit holder.

Date issued:15 October 2020 ***Signature for the responsible authority:***

2 If the environmental site assessment advises that an environmental audit of all or part of the land is required, then prior to the certification of stage 2 , the following must be provided to the responsible authority, either:

1. A Certificate of Environmental Audit issued for the relevant land in accordance with Part 1XD of the *Environmental Protection Act 1970*; or

2. A Statement of Environmental Audit issued for the relevant land is accordance with Part 1XD of the *Environmental Protection Act 1970* stating that the environmental conditions of the relevant site are suitable for a sensitive use (with or without conditions on the use of the site).

3 Prior to the issue of a Statement of Compliance for stage 2 , any remediation works identified in the approved environmental site assessment must be undertaken at the direction and supervision of a suitably qualified and EPA accredited professional. Upon completion of the remedial works, a written report prepared by this professional must be submitted to the responsible authority. The report must confirm that all works were undertaken in accordance with the relevant provisions of the *Environment Protection Act 1970* and that the site is now suitable for the use and development proposed.

4 Before the plan of subdivision can be certified, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:

(d) The surveyed location and TPZs of Trees 1, 2 and 3, as identified in the TreeMap Arboriculture Report dated February 2019.

(e) Surveyed building footprint of the existing heritage cottage (including any later additions and associated outbuildings) and area affected by the Heritage Overlay on 70 Providence Road.

5 The layout of the subdivision as shown on the endorsed plans must not be altered or modified except with the written consent of the Responsible Authority.

6 The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.

7 Prior to the issue of a Statement of Compliance for the subdivision, road infrastructure items LR12 (Providence Road west of the Carroll Lane intersection) and LR13 must be constructed in accordance with the Providence Road Cross Section and Functional Layout Plan endorsed under condition 4 of this permit and the requirements of the Greenvale Central PSP to the satisfaction of the Responsible Authority.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

8 Prior to a Statement of Compliance for each respective stage being issued for the Plan of Subdivision under Section 21 of the Subdivision Act 1988, all conditions of Planning Permit Number P22275 as they relate specifically to that stage must be complied with to the satisfaction of the Responsible Authority.

Cultural Heritage

9 Before the plan of subdivision can be certified for stage 1, the permit holder must install along the proposed property boundary for Lot 70 containing 'Prospect Cottage', protective fencing which must remain in place until the completion of the subdivisional works hereby approved all to the satisfaction of the responsible authority. Fill, machinery, vehicles and building materials/waste must not be placed within the fenced area at any time.

10 Before the plan of subdivision can be certified, an interim Conservation Management Plan prepared by a suitably qualified heritage architect must be prepared and submitted for approval to the responsible authority consistent with Heritage Victoria's *Conservation Management Plans: Managing Heritage Places*. The Conservation Management Plan must provide the following:

(f) Identifying the historical significance of the place.

(g) A structural evaluation of 'Prospect Cottage' which identifies its current structural condition and identifying any immediate protection measures that may be necessary during the construction phase of the subdivision including fencing of the site from adjoining road reservations.

(h) An action plan that implements and establishes timeframes and prioritises for the on-going maintenance of the place during the construction phase of the subdivision.

(i) A management program for the protection of the peppercorn trees numbered 1, 2 and 3.

In its consideration of the Conservation Management Plan, the responsible authority may require that a peer review of the plan be undertaken with all costs associated with the peer review borne by the permit holder.

11 Prior to the commencement of any buildings and works on the land, contractors must be inducted by a suitably qualified heritage consultant into the requirements of the Conservation Management Plan, as relevant to the construction phase of the subdivision.

Development contribution and levies

12 Not more than 21 days prior to the issue of the Statement of Compliance the amount of both the Development Infrastructure Levy and Community Infrastructure Levy calculated in accordance with the provisions of the Greenvale Central Development Contributions Plan (the Plan) must be paid to Hume City Council to the satisfaction of the responsible authority.

13 Before the Statement of Compliance is issued under the Subdivision Act 1988 for any stage of the development, the Public Open Space contribution must be paid by the permit holder to Hume City Council in accordance with the schedule to Clause 52.01 of the Hume Planning

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL VCAT

Scheme and the Greenvale Central Precinct Structure Plan November 2013. Unless provided in a Public Infrastructure Plan, a schedule of public open space must also be submitted to Council showing the amount provided together with any cumulative totals of any credit/balance in the amounts provided to the satisfaction of the responsible authority.

Building Envelopes

14 Prior to the issue of the Statement of Compliance, a building envelope plan must be submitted to and approved by the responsible authority. The building envelope plan must show a building envelope for each lot greater than 300sqm to the satisfaction of the responsible authority. The building envelopes, created as a result of this permit, are approved building envelopes for the purposes of applying part 4 of the building regulations.

15 The plan of subdivision certified under the Subdivision Act 1988 must include a restriction that buildings on lots greater than 300sqm conform to the building envelopes shown on the approved building envelope plan. The restriction must provide for:

(j) buildings to be constructed only in conformity with the approved building envelope plan;

(k) a building envelope plan to be amended to the satisfaction of Council and any criteria or matters that must be considered by Council in deciding on an amendment to a building envelope;

(l) a building envelope plan to cease to have effect on the lot containing the envelope ten years after the issue date of Planning Permit (P22275) for the whole of the dwelling on the lot containing the building envelope.

Land Vested in Council or other Authorities

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

17 Within four weeks of the registration of the plan of subdivision at the Land Titles Office the following must be provided to the Responsible Authority:

(m) A Certificate of Title for all land vested in the Hume City Council on the plan of subdivision; and

(n) A clear A3 sized photocopy of the Plan of Subdivision approved by the Land Title Office.

Engineering

18 Prior to the approval of construction plans required under condition 22 of this Permit, a detailed Drainage Strategy Plan, prepared to the satisfaction of the responsible authority, must be submitted to and approved by the responsible authority. When approved the Drainage Strategy Plan will form part of the permit. The Drainage Strategy Plan must:

(o) detail all drainage discharge points, channel drains, treatment ponds and swales;

(p) detail all temporary swales required to discharge stormwater from the subdivision;

(q) detail all bunds/ cut off drains required to protect the subdivision from external overland flow;

(r) address the interim responsibility for maintenance of the bunds & temporary swales until the ultimate drainage infrastructure is built; and

all to the satisfaction of Hume City Council and Melbourne Water.

19 All works identified on the Drainage Strategy Plan including bunds and temporary swales must be covered by easements in favour of the relevant authority prior to the certification of the Plan of Subdivision.

Construction Plans

20 Prior to the commencement of any road and/or drainage works associated with any stage of the subdivision, detailed design plans, including plans generally in accordance with the plans prepared by Dalton Constructing Engineers Revision B dated 27 February 2019, must be submitted to and approved by the responsible authority for construction under the provisions of Part 3 of the Subdivision Act 1988. When approved the construction plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be submitted for stamping approval. The plans must include:

(s) Engineering plans, standard drawings and specifications in accordance with the MPA Engineering Design and Construction Manual, (Hume City Council Infrastructure Standards Manual as required), for the proposed works that are to become public assets such as roads, intersections, drains, conduits, bridges, public lighting and the like.

(t) Typical cross-sections for each street type, dimensioning individual elements such as service offsets, concrete footpath, shared pathways, kerb and channel, public lighting, cut off drains, lots and any other spatial requirements identified in the Greenvale Central Precinct Structure Plan applying to the land.

(u) A table of offsets for all utility services and street trees.

(v) The provision of conduits to service premises fronting on to the roads, created for the more efficient or easy laying, repairing or replacing of water services and gas services.

(w) Details of any water, gas, electricity and/or telecommunication conduits as required by the relevant service provider and/or the responsible authority.

(x) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.

(y) Fully sealed pavements with kerb and channel to dimensions generally in accordance with the relevant road cross sections in the Greenvale Central Precinct Structure Plan applying to the land, including traffic management devices where appropriate.

(z) The minimum road reserve for all internal streets must be in accordance with the requirement of the Greenvale Central PSP.

(aa) Where appropriate in accordance with the Greenvale Central PSP and design guidelines, concrete footpaths on both sides of every road with the exception of any access lane and any other circumstances as agreed with the responsible authority.

(bb) Bus stop infrastructure shall be provided along the future bus routes to the approval of Council and Public Transport Victoria.

(cc) Traffic calming devices must be provided as per MPA guidelines to the satisfaction of the responsible authority.

(dd) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination. Unless otherwise approved, no overland flows will be permitted to be discharged through private property.

(ee) Drainage outfall system in accordance with the approved drainage scheme (both interim and ultimate) indicating legal point of discharge and any access requirements for construction and maintenance.

(ff) Underground drainage network (both major and minor) incorporating, as appropriate:

i. Easement drainage and inlets for all allotments which slope to the rear.

ii. Road drainage with inlets for all allotments that slope towards the road.

iii. Land required for maintenance access to drainage facilities.

iv. Watercourses, lakes, wetlands, silt ponds.

(gg) Cut-off drains and bunds to intercept stormwater run-off from adjoining properties. Where cut-off drains are placed on adjoining properties in different ownership than the subdivision developer written approval to construct the cut-off drain along with the creation of an easement over the drain is to be provided by the adjoining land owner. The cut off drains/ bunds must be capable of discharging Q100 flows safely from the external catchments to the destination.

(hh) Temporary turn-around areas within the site for waste collection vehicles (single unit truck) at the temporary dead end of any road.

(ii) Court heads designed to allow for sufficient road reserve width to accommodate a three point turn for a single unit truck.

(jj) Lane-way 'dead-ends' designed to allow for sufficient road reserve width to accommodate a three point turn for a standard vehicle.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

(kk) Provision of street trees within the road reserve.

2

(a) Location and design of street lighting in accordance with the requirements of AS/NZS 1158.1.1:2005, vehicular traffic (category V) lighting, Pedestrian Area (Category P) lighting, Essential Services Commission Public Lighting Code 2005 and AGLE Public Lighting Technical standard. Nonstandard street lighting will be permitted in accordance with Council's Public Place Lighting Policy.

(b) Permanent survey marks levelled to the Australian Height Datum and coordinated to the Australian Map Grid (MGA Zone 55 GDA94).

(c) Details of any cut and fill.

(d) Provision of fire hydrants in accordance with the requirements of clause 56.09-3 of the Hume Planning Scheme.

(e) On street car parking to be provided in accordance with MPA guidelines.

(f) Details of any traffic control.

(g) Details of any Tree Protection Zones and Conservation Zones, indicating designated no go construction zones to occur in these areas.

(h) Provision of a vehicular crossing to each lot and municipal reserve created by the subdivision as follows.

i. Vehicle crossover layout and specifications which must be designed in accordance with the Standard Drawings.

ii. Vehicle crossovers which must be located a minimum 1m from any service facilities.

iii. Vehicle crossovers which must be offset a minimum of 10m from intersecting kerb line at intersections.

iv. Unless an alternative treatment is approved by the responsible authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of no more than 3 metres in width (excluding splays) at the kerb.

v. Minimum clearance between adjoining vehicle crossing must be 7m at kerb.

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

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

a) Drawings shall be in AutoCAD format, from a version no more than 3 years

older than the current version.

b) Drawings shall be prepared in GDA94 mapping coordinates.

c) All additional attribute data for subdivision assets must be clearly tabulated on digital drawings.

d) Where available all identifiable areas such as pavement surfaces, footpaths and nature strips to be polygonised and displayed in different drawing layers.

PDF plans are to comply with the following:

i) Pipe offsets for drainage services are to be shown from nearest boundary

ii) To be created in archive format. (PDF/A)

iii) Are not to have any security modes set.

iv) Are to be multi-page single file.

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

Drainage Construction

22 All temporary and ultimate drainage works must be designed and constructed generally in accordance with the approved Drainage Strategy Plan to the satisfaction of Melbourne Water and the responsible authority.

23 The temporary drainage works must be constructed and installed before the issue of a Statement of Compliance for the relevant stage and the ultimate drainage works must be constructed and installed in accordance with the timing requirements contained in the approved Drainage Strategy Plan or as agreed to by Melbourne Water and the Responsible Authority.

24 Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a water course or easement drain except in accordance with the approved Drainage Strategy Plan to the satisfaction of the Responsible Authority.

Landscaping

25 Prior to commencement all trees to be retained are to be fenced with 1.8m temporary fencing 1m beyond the Tree Protection Zone.

26 Prior to Statement of Compliance all trees to be retained are to have weeds controlled and mulch applied to 1m beyond the Tree protection Zones, and pruning works carried out to maximise public safety and tree longevity by a qualified arborist and to Council's satisfaction.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

27 The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 copies of landscape development plans for all open space, streetscape developments and landscape elements. When approved the plans will be endorsed and will then form part of the permit. The development of these areas, including fencing of all reserves must be completed in accordance with the approved plans prior to the issue of a Statement of Compliance.

28 Following approval of the landscape development plans and prior to Statement of Compliance, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer a copy of the specification and an estimate of costs for all works:

(k) In accordance with the Subdivision Act 1988, payment will be required for works within the road reserves at the following rates:

–plan checking fee: 0.75% of the value of the works;

–supervision fee: 2.5% of the value of the works.

29 Prior to Statement of Compliance for each stage of subdivision, Council requires payment of

-a set plan checking and supervision fee for all reserves, in accordance with Council's currently adopted fees and charges.

-35% Maintenance Bond to the satisfaction of Council.

30 Prior to Statement of Compliance, Council requires that all nature strips and disturbed areas are stabilised with hydromulch in accordance with standard note required on all approved civil plans. These works are unable to be bonded.

31 The contractors undertaking the associated landscape development works must arrange a pre-construction meeting with Council's Subdivision Landscape Officer prior to commencement of any works.

32 The Responsible Authority must be notified of the completion of the public open space/landscape areas. An inspection must be undertaken and a verified costing of the works provided to Council before the maintenance period is to commence. The open space areas/landscape must be maintained for a minimum period of two (2) years after completion.

33 Prior to the commencement of the 2 year maintenance period Council requires proof of a contractual arrangement for the maintenance of the landscape works, and a Maintenance Bond to the value of 35% of the value of works is to be lodged to Council's satisfaction, and developers forward as constructed electronic files in DWG, PDF and O-Spec formats for all landscape development works (including approved irrigation systems).

Date issued: 15 October 2020 ***Signature for the responsible authority:***

34 At the end of the specified maintenance period, the developer should request an end of maintenance inspection. This inspection will ensure that the asset has been maintained to the prescribed standard and can be handed over to Council.

35 No Council owned trees, including street trees adjacent to the development site, are to be removed without the prior written approval of the Responsible Authority. Any street or reserve trees approved to be removed and/or replaced are to be removed and/or replaced by Council at the owner's or developer's expense.

Wildfire Management Plan

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

Construction Site Environmental Management

37 Prior to commencement of works, a Construction Site Environmental Management Plan (CSEMP), must be submitted to and approved by the Responsible Authority to address the potential impacts of construction works. The CSEMP must be generally in accordance with 'doing it right on subdivision EPA 2004' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, and archaeological/heritage impacts.

38 Prior to commencement of works, contractors must be inducted into the CSEMP and all flora and fauna conservation requirements.

39 The approved CSEMP must be implemented to the satisfaction of the Responsible Authority.

Soil and Fill Recovery

40 Prior to the commencement of works, a soil and fill recovery plan must be submitted to the satisfaction of the responsible authority. This plan must detail the quantity of soil and/or fill to be generated during construction, the reuse options for any excess soil and/or fill generated within the site and the quantity of soil and/or fill to be removed offsite. The contractor is to nominate in writing at the pre-commencement meeting the legal/approved location where the soil and fill will be disposed. Evidence of legal/approved disposal will be required to be submitted to the satisfaction of the responsible authority.

Vegetation

41 Prior to felling, trees identified for removal must be examined by a qualified zoologist for the presence of fauna, including those using external nests (e.g. Common Ringtail Possums, bird nests) and tree hollows. If native fauna species are located, they are to be salvaged and relocated in accordance with all relevant legislation and approvals, further to consultation with the Department of Environment, Land, Water and Planning.

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

43 Any construction stockpiles fill and machinery must be placed away from the tree protection zones of any vegetation to be retained to the satisfaction of the responsible authority.

Clause 44.06-5 of the Hume Planning Scheme - Bushfire Management Overlay (Mandatory Condition)

44 Before the statement of compliance is issued under the Subdivision Act 1988, the owner must enter into an agreement with the responsible authority under section 173 of the Planning and Environment Act 1987. The agreement must:

(l) State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Hume Planning Scheme.

(m) Incorporate the plan prepared in accordance with clause 53.p02-4.4 of this planning scheme and approved under this permit.

(n) State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.

The land owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.

Greenvale Central PSP

45 Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Hume Planning Scheme.

46 The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

47 Before the certification of the plan of subdivision, a Kangaroo Management Plan must be submitted to and approved by the Secretary to the Department of Environment Land Water and Planning. Once approved, the plan will be endorsed by the responsible authority and form part of the permit.

48 The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

49 The salvage Translocation Protocol for Melbourne's Growth Corridors (Melbourne Strategic Assessment) (Department of Environment and Primary Industries 2013) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of

1079 PASCOE VALE ROAD BROADMEADOWS VICTORIA 3047 TELEPHONE 03 9205 2200 FACSIMILE 03 9309 0109

BUILDING A FUTURE TOGETHER

Environment Land Water and Planning, unless with the written consent of the Secretary to the Department of Environment Land Water and Planning.

3 Before the construction of a building or the construction or carrying out of works on land starts for each stage of construction:

(a) Offsets for the loss or deemed loss of threatened species habitat and native vegetation on land must be secured, offsets must be secured by making a request for offsets to the Secretary to the Department of Environment Land Water and Planning in accordance with the Biodiversity Conservation Strategy (Department of Environment and Primary Industries 2013); and

(b) any fee payable for securing the offsets through the Secretary to the Department of Environment Land Water and Planning under the Conservation Forests and Land Act 1987 must be paid; and

(c) the Secretary to the Department of Environment Land Water and Planning must have certified in writing that the relevant fee for the development has been paid and such certification must be submitted to the responsible authority.

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

(a) the payment of the fee in instalments; or

(b) the transfer of vesting of land within a Conservation Area identified in the Precinct Structure Plan for Nature Conservation to or in the Secretary to the Department of Environment Land Water and Planning in lieu of payment of the fee for the land; or

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

(d) a combination of any of the above;

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

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

Date issued: 15 October 2020 ***Signature for the responsible authority:***

The owner must pay the reasonable costs of the responsible authority and Secretary to the Department of Environment Land Water and Planning in the preparation, execution and registration of the agreement.

50 Unless otherwise agreed by Public Transport Victoria (PTV), prior to the issue of the Statement of Compliance, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed in accordance with the Public Transport Guidelines for Land Use and Development; and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002, at locations approved by PTV, at no cost to PTV, and to the satisfaction of PTV.

Telecommunications

51 The owner of the land must enter in to an agreement with:

(a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time;

(b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

52 Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

(a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

(b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Melbourne Water (Conditions 53 to 61)

53 Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and stormwater from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

54 No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourse. Prior to the issue of a Statement of Compliance, a

Council approved Site Management Plan detailing pollution and sediment control measures, must be submitted to Melbourne Water for our records.

55 All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council' satisfaction.

56 Stormwater drainage shall be to Council's satisfaction.

57 Any road or accessway intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined in section 8 of the Guidelines for Development in Flood Affected Areas (DELWP 2019).

58 Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

59 Prior to Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, council and the affected downstream property owner(s). Melbourne Water will require evidence demonstrating that appropriate interim drainage solutions have been implemented to mitigate the risks to downstream areas.

60 Prior to the issue of Statement of Compliance for the subdivision, Council approved engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records.

61 Prior to Statement of Compliance, Council approved SWMS including specifically the outfall arrangement (interim and ultimate) must be submitted to Melbourne Water for our records.

Country Fire Authority (Conditions 62 to 67)

62 The Bushfire Management Plan prepared by BAL Assessments, Version 2.1 dated 20 September 2019 must be endorsed to form part of the permit, be included as an annexure to the section 173 agreement and must not be altered unless otherwise agreed in writing by the CFA and the responsible authority.

63 In addition to the requirements of clause 44.06-5 of the Hume Planning Scheme the section 173 agreement prepared in accordance with that clause must also specify:

(a) Explicitly exclude Lot 70 Providence Road (existing Dwelling) from the following exemption under clause 44.06-2 of the Hume Planning Scheme:

- *A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-5.*

64 Before the Statement of Compliance issued under the Subdivision Act 1988, the defendable space on every lot in the subdivision must be implemented and maintained as specified on the endorsed Bushfire Management Plan, unless otherwise agreed in writing by the CFA and the responsible authority.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

65 Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CFA:

i) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.

ii) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

66 The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.

67 The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

Jemena (Conditions 69 to 70)

68 The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Jemena Electricity Networks (Vic) Ltd in accordance with Section 8 of that Act.

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

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

Downer (Condition 71)

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

Expiry

72 This permit will expire if:

(a) the plan of subdivision for the first stage is not certified within two years of the date of the issue of this permit; or

(b) the plan of subdivision for the last stage is not certified within five years of the date of this permit; or

(c) the registration of the last stage of the subdivision is not completed within five years of the certification of that plan of subdivision under the Subdivision Act 1988.

Date issued: 15 October 2020 ***Signature for the responsible authority:***

If a plan of subdivision is not certified within the dates specified under this permit, the responsible authority may extend the time for certification if a request is made in writing prior to expiry of the permit or within 6 months

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
04 January 2021	• Condition 15 (l) corrected pursuant to Section 71 of the Planning and Environment Act 1987

Date issued: 15 October 2020 ***Signature for the responsible authority:***

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987.**

WHEN DOES A PERMIT BEGIN?

A permit operates:
(a) from the date specified in the permit, or
(b) if no date is specified, from –
  (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  (ii) the date on which it was issued, in any other case.

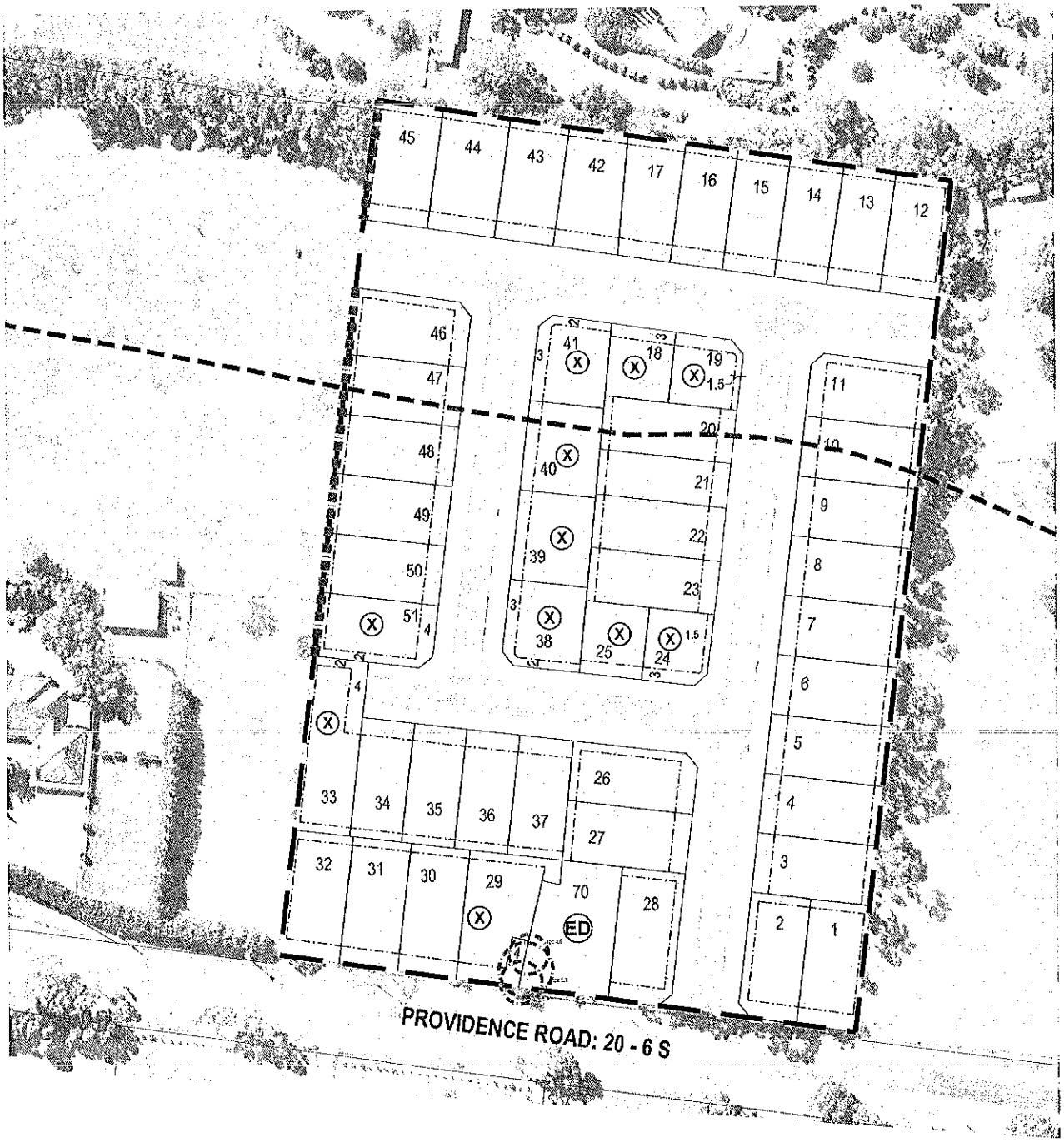
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
   (a) the development or any stage of it does not start within the time specified in the permit; or
   (b) the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   (c) the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988.**
2. A permit for the use of land expires if -
   (a) the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
   (a) the development or any stage of it does not start within the time specified in the permit, or;
   (b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
   (d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988,** unless the permit contains a different provision –
   (a) the use or development of any stage is to be taken to have started when the plan is certified; and
   (b) the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

(a) The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
(b) An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
(c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
(d) An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
(e) An application for review must state the grounds upon which it is based.
(f) A copy of an application for review must also be served on the responsible authority.
(g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Date issued: 15 October 2020 ***Signature for the responsible authority:***



LEGEND

- Site boundary
- Northern most extent of Bushfire Management Overlay (BMO)
- Building Envelope
- (X) Non-Typical Lots (refer to plan for setbacks)
- (ED) Existing dwelling 70 Providence Road Part of Lot 1 on TP857872V
- 1.8mH Colorbond Fence

BUILDING ENVELOPES:

Building Envelopes are for Bushfire Management Overlay purposes only.

Typical Lot Setback: (unless stated otherwise (X))

Front Setback: 4m

Rear Setback: 2m or 0m

Side Setback: 0-1m from all side boundaries adjoining another lot.

Corner Lots: 2m setback off the secondary road frontage.

Existing dwelling: Building Envelope to entire lot (ED)

LOT 29 Building Envelope encroachment within any adjoining TPZ is less than 10%.

TAYLORS
Urban Development | Infrastructure
8 / 210 Ferntree Gully Road, Notting Hill Victoria, 3168
Tel: 61 3 9501 2900 | Web: taylorsdt.com.au

0 10 20 30 metres
Scale 1:1000 @ A3

Job No. 21611 | MP09 | BOP
Date 14/12/20
By TAM Chk AGT

70 & 80 Providence Road
Greenvale, 3059
HUME CITY COUNCIL

BUSHFIRE OVERLAY PLAN

Building Information Certificate 51 (2)

Building Act 1993
Building Regulations 2018
Regulations 51 (2)

HUME CITY COUNCIL

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

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

VICTORIAN LAND REGISTRY SERVICES PTY LTD
GPO BOX 527
MELBOURNE VIC 3000

Our Reference:	**WBPI015630**
Your Reference:	**JLB:1075703**
Property Address:	**70 PROVIDENCE RD GREENVALE VIC 3059 LOT 1 TP 857872V VOL 10879 FOL 860**
Property No:	**303279**
Allotment Area:	**1.5020 HECTARES**
Development:	

Certificate Details:

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

Please Note

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

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

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

Signed: ..... Date: 17 August 2021
PETER JOLLY
MUNICIPAL BUILDING SURVEYOR, HUME CITY COUNCIL

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

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)

HUME CITY COUNCIL

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

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

VICTORIAN LAND REGISTRY SERVICES PTY LTD
GPO BOX 527
MELBOURNE VIC 3000

Our Reference: **WBPI015631**
Your Reference: **JLB:1075703**
Property Details: **70 PROVIDENCE RD**
GREENVALE VIC 3059
LOT 1 TP 857872V VOL 10879 FOL 860
Property Number: **303279**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **GRANGE GREENVALE PTY LTD**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
BS-U1301/20110174/0	BPS29380	CONSTRUCTION OF SWIMMING POOL BARRIER - POOL FENCE -- CHANGE OF RBS & COMPLETION OF POOL FENCE	23/09/2011	PHILIP WATT	BSU 1301	20110174/0	23/09/2011

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

Notice Date	Notice Type	RBS Name	RBS No

Please note

Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information.
If you wish to confirm actual issue dates you will be required to make application for copies of documents.

In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.
Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au

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

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :$ 0.00
For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

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

.....

PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 18 August 2021

Certf10

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.

Property No : 303279
Certificate No : eLIC056406
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2023
All Enquiries and Updates to Rates on 9205 2688

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

PO BOX 119
DALLAS 3047

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

Your Reference: JLB:1075703
Date of Issue: 12/12/2022

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

Property Description:	Lot 1 TP 857872V Vol 10879 Fol 860
Property Situated:	MUCHGUM 70 PROVIDENCE RD GREENVALE VIC 3059

Site Value $3850000	C.I.V. $3850000	N.A.V. $192500

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

RATES AND CHARGES FROM	**01/07/2022**	**TO**	**30/06/2023**
	RATE LEVIED ON C.I.V.		**BALANCES OUTSTANDING**
General Rate	**$11,362.50**		**$12,084.33**
Land Use Rebate	**$0.00**		**$0.00**
Optional Waste Charges	**$447.50**		**$26.72**
Fire Service Property Levy	**$321.00**		**$19.95**
Special Charge / Rate	**$0.00**		**$0.00**
Arrears as at 30/06/2022			**$10,173.00**
Interest / Legal Costs			
TOTAL RATES AND CHARGES	**$12,131.00**		**$22,304.00**

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

OTHER CHARGES				
Account Number / Description	**Principal**	**Interest**	**Interest To**	**Balance**
		TOTAL OTHER CHARGES		

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS
TOTAL OUTSTANDING AT ISSUE DATE : $22,304.00

All overdue rates and charges must be paid at settlement.

Property No : 303279
Certificate No : eLIC056406
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2023
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	MUCHGUM 70 PROVIDENCE RD GREENVALE VIC 3059

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

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

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

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

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

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

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED $27.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

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

Delegated Officer
12/12/2022

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

PEXA BPAY BILLER CODE HAS CHANGED

Biller Code: 357947
Ref: 9132440

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

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	63 9317 5227
Invoice number	6398 7150 57554
Issue date	5 Dec 2022
Property address	70 PROVIDENCE RD GREENVALE
Property reference	1693748, TP 857872

Tax Invoice Yarra Valley Water ABN 93 066 902 501

GRANGE GREENVALE PTY LTD
UNIT 2203/81 SOUTH WHARF DR
DOCKLANDS VIC 3008

Summary

Previous bill	**$137.46**
Payment received	$0.00
Balance carried forward	**$137.46**

This balance is overdue, please pay immediately.

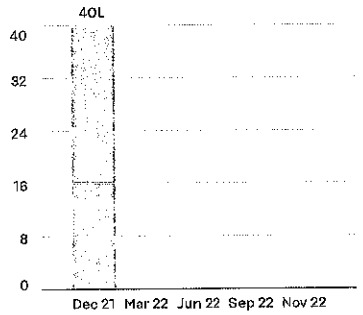
This bill	
Service charges	
Water supply system	$9.09
Other authority charges	
Waterways and drainage	$27.65
Total this bill (GST does not apply)	**$36.74**
Total balance	**$174.20**



- Service charges
- Other authority charges

Your household's daily water use

Target 155L of water use per person, per day.



Average use in litres per day.

Your daily spend



The same time last year **$0.30**

Excludes other authority charges.

Yarra Valley Water

How to pay

*3042 639871505755 4

Direct Debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **639372586**

BPAY®
Biller code: **344366**
Ref: **639 3175 2276**

Centrepay
Arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **556 054 118T**

Credit card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **6398 7150 57554**

GRANGE GREENVALE PTY LTD

Account number	63 9317 5227
Invoice number	6398 7150 57554
Total due	**$174.20**
Due date	**28 Dec 2022**
Amount paid	$

Overdue balance $137.46 due now

Your usage details

From 7 Sep 2022 - 11 Nov 2022 (65 days)

Water usage

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF192399	1,277kL -	1,277kL =	0kL

Your charges explained

→ Water supply system charge
1 October 2022 - 11 November 2022
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ **Other authority charges**
Waterways and drainage charge
1 October 2022 - 31 December 2022
Collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.
Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Next meter reading: Between 7-14 Mar 2023

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1800 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 383

For all other languages call our translation service on **03 9046 4173**

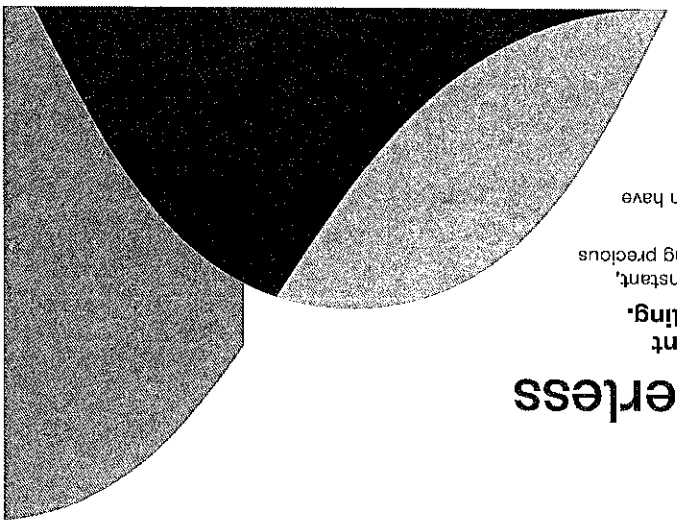
Are your details up to date?

We want to reach you with important information and updates about your water supply.

To update your email and mobile number to receive notifications:

Visit **yvw.com.au/manage-account**

Call us on **1300 304 688**, Monday to Friday, 8am-6pm.



Switch to paperless

Saving time and the environment has never been easier with eBilling.

By choosing to go paperless, you'll gain instant, secure access to your bills, all while saving precious environmental resources.

Two minutes spent making the switch can have a long-term difference on the planet.

Visit **yvw.com.au/manage-account**

or call our team on **1300 304 688**

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

18th August 2021

Alan Coppinger C/- GXS
LANDATA

Dear Alan Coppinger C/- GXS,

RE: Application for Water Information Statement

Property Address:	70 PROVIDENCE ROAD GREENVALE 3059
Applicant	Alan Coppinger C/- GXS LANDATA
Information Statement	30628363
Conveyancing Account Number	7959580000
Your Reference	JLB:1075703

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water

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Yarra Valley Water Encumbrance

Property Address	70 PROVIDENCE ROAD GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

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

Yarra Valley Water

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ABN 93 066 902 501

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yvw.com.au

Melbourne Water Encumbrance

Property Address	70 PROVIDENCE ROAD GREENVALE 3059

STATEMENT UNDER SECTION 158 WATER ACT 1989

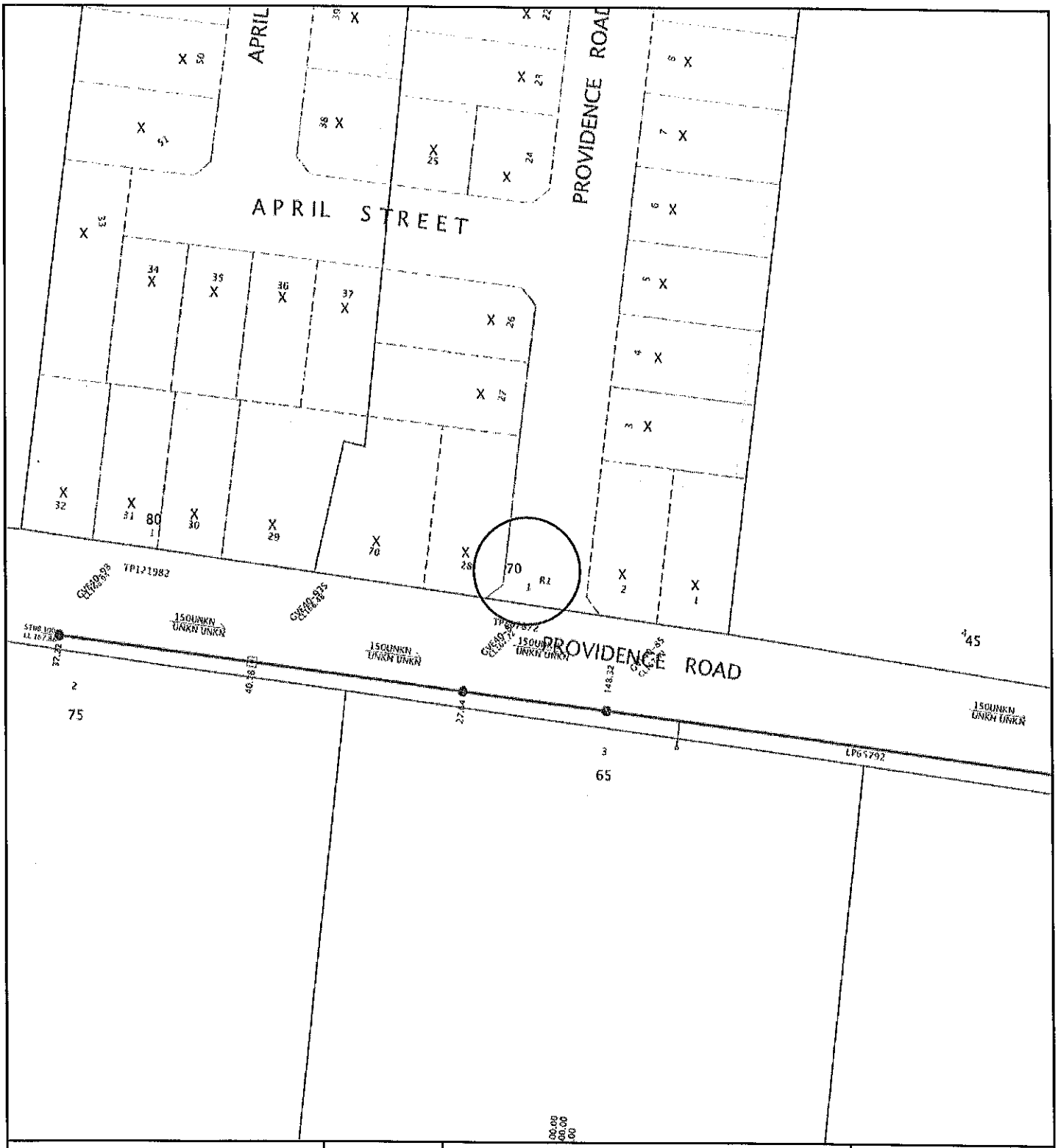
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30628363**	**Address**	70 PROVIDENCE ROAD GREENVALE 3059	Yarra Valley Water ABN 93 066 902 501
	Date	18/08/2021	N
	Scale	1:1000	

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

1st February 2021

Application ID: 481217

CONDITIONS OF CONSENT

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

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

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

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

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

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

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

SUBDIVISIONAL CONDITIONS

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

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.

27th January 2021

Application ID: 481263

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
Standard Plugging Small	1

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.
Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.
Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.
Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact

Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:
a) Must be within 2 metres of the title boundary that abuts the water main
b) Must be fitted at right angles to the water main, in line with the tapping
c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
d) Must not be encased in concrete surrounds
e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or

- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Yarra Valley Water

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yvw.com.au

Alan Coppinger C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6393175227
Rate Certificate No: 30628363

Date of Issue: 18/08/2021
Your Ref: JLB:1075703

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
70 PROVIDENCE RD, GREENVALE VIC 3059	1\TP857872	1693748	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2021 to 30-09-2021	$19.71	$19.71
Residential Water Usage Charge *Step 1 – 1.000000kL x $2.64460000 = $2.64* Estimated Average Daily Usage $0.13	19-05-2021 to 08-06-2021	$2.64	$0.00
Parks Fee	01-07-2021 to 30-06-2022	$88.43	$88.43
Drainage Fee	01-07-2021 to 30-09-2021	$26.61	$26.61
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$134.75
		Total Due	$134.75

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

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

activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1693748

Address: 70 PROVIDENCE RD, GREENVALE VIC 3059

Water Information Statement Number: 30628363

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 63931752276

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1693748

Address: 70 PROVIDENCE RD, GREENVALE VIC 3059

Water Information Statement Number: 30628363

Cheque Amount: $

Property Clearance Certificate

Taxation Administration Act 1997

STATE REVENUE OFFICE VICTORIA

JACELLE BUTCHER

Your Reference: LD:67293913-010-5.JLB:1075

Certificate No: 58503240

Issue Date: 12 DEC 2022

Enquiries: ESYSPROD

Land Address: 70 PROVIDENCE ROAD GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: GRANGE GREENVALE 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 IMP VALUE:	$3,950,000
SITE VALUE:	$3,700,000
AMOUNT PAYABLE:	**$90,066.87**

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

Certificate No: 58503240

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $45,825.00

Taxable Value = $3,700,000

Calculated as $27,975 plus ($3,700,000 - $3,000,000) multiplied by 2.550 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 58503240

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 58503240

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 58503240

Land Address: 70 PROVIDENCE ROAD GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7553844	1	857872	10879	860	$90,066.87

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GRANGE PROPERTIES TRUST	2022	$3,700,000	$45,825.00	$0.00	$45,825.00
GRANGE PROPERTIES TRUST	2021	$2,950,000	$24,594.10	$0.00	$24,594.10
GRANGE PROPERTIES TRUST	2020	$1,510,000	$12,430.50	$0.00	$11,464.42
GRANGE PROPERTIES TRUST	2019	$1,370,000	$10,785.50	$0.00	$4,384.61
GRANGE PROPERTIES TRUST	2018	$1,220,000	$9,023.00	$0.00	$3,798.74

Comments:

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

Comments:

Total Amount Payable for Property: **7553844** **$90,066.87**

Total: **$90,066.87**

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Alan Coppinger
Level 8, 447 Collins Street
MELBOURNE 3000

Client Reference: JLB:1075703

NO PROPOSALS. As at the 17th August 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

70 PROVIDENCE ROAD, GREENVALE 3059
CITY OF HUME

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

Date of issue: 17th August 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 52775288 - 52775288151801 'JLB:1075703'

Extract of EPA Priority Site Register

EPA VICTORIA

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 70 PROVIDENCE ROAD
SUBURB: GREENVALE
MUNICIPALITY: HUME
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 178 Reference G10
Melways 40th Edition, Street Directory, Map 178 Reference G11

DATE OF SEARCH: 17th August 2021

PRIORITY SITES REGISTER REPORT:

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

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for $8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 52775288 - 52775288151801 'JLB:1075703'

EPA VICTORIA

Extract of EPA Priority Site Register

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

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

[Extract of Priority Sites Register] # 52775288 - 52775288151801
'JLB:1075703'

HERITAGE VICTORIA
HERITAGE VICTORIA
HERITAGE VICTORIA

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

Alan Coppinger

CERTIFICATE NO:
52775288

PROPERTY ADDRESS:
70 PROVIDENCE ROAD GREENVALE

PARCEL DESCRIPTION:
Lot 1 TP857872V

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

Fiona McMahon
Heritage Officer (Registry)
(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

DATED: 20 August 2021
Note: This Certificate is valid at the date of issue.

STATE REVENUE OFFICE
PLANNING AND ENVIRONMENT ACT 1987

Growth Areas Infrastructure Contribution Certificate

Certificate Id: 13443

Issue date: 28 August 2021

PART 1 – DETAILS OF APPLICANT

Alan Coppinger
c/- Landata

PART 2 - LAND DETAILS

Land Address:	70 Providence Road Greenvale 3059
Details of Land Title:	
Lot / Plan:	Lot 1 / TP857872V
Volume / Folio:	10879 / 860
Municipality:	Hume
Land Type:	Type A
Land Area:	1.502 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

Total GAIC that would be imposed if a GAIC event were to occur in respect of the land in this financial year is **$150,230.04**

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at **www.sro.vic.gov.au**).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
- has been deferred,
- is subject to a staged payment approval,
- is affected by a work-in-kind agreement, or
- the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).

- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
- A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was $80,000 per hectare. The rate for type B-1, B-2 and C land was $95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

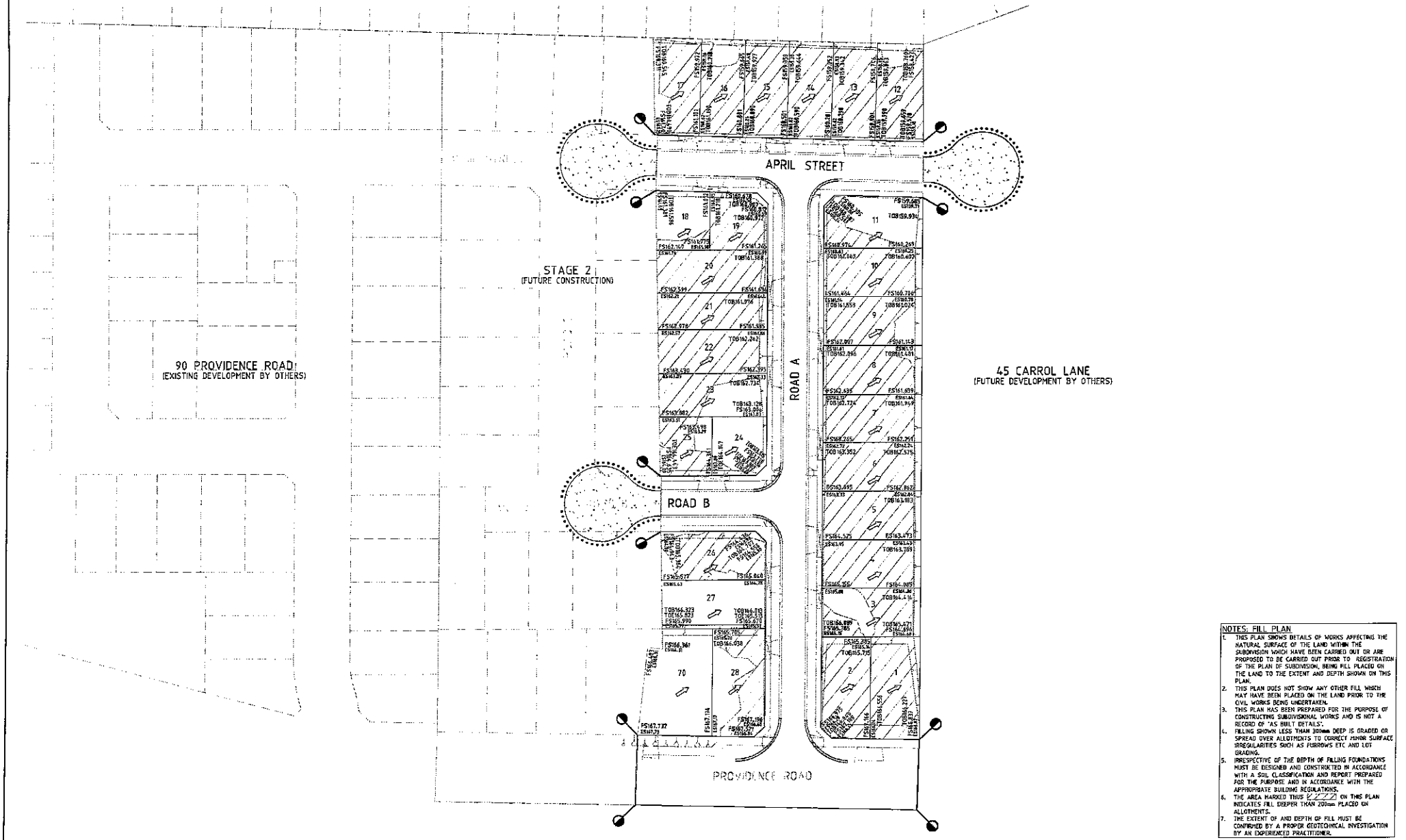
Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

For more information please contact:

State Revenue Office – GAIC enquiries **Mail** State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	**Internet** www.sro.vic.gov.au **Email** gaic@sro.vic.gov.au **Phone** 13 21 61 (local call cost) **Fax** 03 9628 6856
Victorian Planning Authority – GAIC enquiries **Mail** Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	**Internet** www.vpa.vic.gov.au **Email** info@vpa.vic.gov.au **Phone** 03 9651 9600 **Fax** 03 9651 9623



NOTES: FILL PLAN

1. THIS PLAN SHOWS DETAILS OF WORKS AFFECTING THE NATURAL SURFACE OF THE LAND WITHIN THE SUBDIVISION WHICH HAVE BEEN CARRIED OUT OR ARE PROPOSED TO BE CARRIED OUT PRIOR TO REGISTRATION OF THE PLAN OF SUBDIVISION, BEING FILL PLACED ON THE LAND TO THE EXTENT AND DEPTH SHOWN ON THIS PLAN.
2. THIS PLAN DOES NOT SHOW ANY OTHER FILL WHICH MAY HAVE BEEN PLACED ON THE LAND PRIOR TO THE CIVIL WORKS BEING UNDERTAKEN.
3. THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF CONSTRUCTING SUBDIVISIONAL WORKS AND IS NOT A RECORD OF 'AS BUILT DETAILS'.
4. FILLING SHOWN LESS THAN 300mm DEEP IS GRADED OR SPREAD OVER ALLOTMENTS TO CORRECT MINOR SURFACE IRREGULARITIES SUCH AS FURROWS ETC AND LOT GRADING.
5. IRRESPECTIVE OF THE DEPTH OF FILLING FOUNDATIONS MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH A SOIL CLASSIFICATION AND REPORT PREPARED FOR THE PURPOSE AND IN ACCORDANCE WITH THE APPROPRIATE BUILDING REGULATIONS.
6. THE AREA MARKED THUS ▨ ON THIS PLAN INDICATES FILL DEEPER THAN 200mm PLACED ON ALLOTMENTS.
7. THE EXTENT OF AND DEPTH OF FILL MUST BE CONFIRMED BY A PROPER GEOTECHNICAL INVESTIGATION BY AN EXPERIENCED PRACTITIONER.

NOT TO BE USED FOR CONSTRUCTION

REVISION IN PROGRESS

REV	DESCRIPTION	DATE	AMEND	APPD
A	INITIAL ISSUE	26/02/21	OF/FM	TL

Drawn F.MOUSAVIARA Date 16/02/21 AN 3811027
Designed C.FOLEY Date 16/02/21 AN 2201228
Checked Date AN
Approved Date AN

LEGEND

ES20.56	EXISTING SURFACE LEVEL
FS21.65	FINISHED SURFACE LEVEL
TOB21.45	TOP OF BATTER
TOE21.65	TOE OF BATTER
TW21.45	TOP OF WALL
BW21.65	BOTTOM OF WALL
	REGRADE LOT (MIN 150)
	LIMIT OF WORKS
▨	FILLING OVER 200mm
	BATTER

Coords: MGA Levels: AHD

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MERINDAH GREENVALE PTY LTD

0m 5m 10m 20m 30m

Scale @ A1/A3 1:500 / 1:1000

RESIDENTIAL DEVELOPMENT
STAGE 1
70 PROVIDENCE ROAD, GREENVALE
HUME CITY COUNCIL
FILL PLAN

Drawing No. 18244.1FP01 Rev A
Sheet No. 24 of 26

REVISION IN PROGRESS
DRAWING SUITABLE FOR INTERNAL DCE USE ONLY

Checked by: ___ __/__/__
Signed: ___

PRELIMINARY

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