

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

163 Spriggs Drive Croydon Victoria 3136

**+ Vendor's
name**

Jack Dylan Meredith

01 September 2017

Date

/ /

**+ Vendor's
signature**

DocuSigned by:
Jack Meredith

30CB930A646244B...

**+ Vendor's
name**

Date

/ /

**+ Vendor's
signature**

**+ Purchaser's
name**

Date

/ /

**+ Purchaser's
signature**

**+ Purchaser's
name**

Date

/ /

**+ Purchaser's
signature**

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1. FINANCIAL MATTERS

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

(a) ☐ *Their total does not exceed:

\$

OR

(b) ☒ *Are contained in the attached certificate/s.

OR

(c) ☐ *Their amounts are:

	Authority		Amount		Interest (if any)
(1)	_____	(1)	\$ _____	(1)	\$ _____
(2)	_____	(2)	\$ _____	(2)	\$ _____
(3)	_____	(3)	\$ _____	(3)	\$ _____
(4)	_____	(4)	\$ _____	(4)	\$ _____

(d) ☐ *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$

To

Other particulars (including dates and times of payments:

1.3 Terms Contract

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

☐ *Attached is a Law Institute of Victoria published "Additional Vendor Statement".

1.4 Sale Subject to Mortgage

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

☐ *Attached is a Law Institute of Victoria published "Additional Vendor Statement".

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 Damage and Destruction

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

- (a) ☐ *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

- (b) ☐ *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

2.2 Owner-Builder

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

- (a) ☐ *Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.

OR

- (b) ☐ *Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ *Is in the attached copies of title document/s.

OR

☐ *Is as follows:

--

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

--

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ *Attached is a certificate with the required specified information.

OR

☐ *The required specified information is as follows:-

- (a) ~~Name of planning scheme~~
- (b) ~~Name of responsible authority~~
- (c) ~~Zoning of the land~~
- (d) ~~Name of planning overlay~~

4. NOTICES**4.1 Notice, Order, Declaration, Report or Recommendation**

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

☒ *Are contained in the attached certificates and/or statements.

OR

☐ *Are as follows:-

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

--

4.3 Compulsory Acquisition

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

--

5. BUILDING PERMITS

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

☒ *Are contained in the attached certificate.

OR

☐ *Are as follows:-

6. OWNERS CORPORATION

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

- 6.1 ☐ *Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

- 6.2 ☐ *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

- 6.3 ☐ *The owners corporation is an inactive owners corporation.²

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

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC ☐
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) *Any certificate of exemption from liability to pay a GAIC ☐
- (d) *Any certificate of staged payment approval ☐
- (e) *Any certificate of no GAIC liability ☐
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

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

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

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

9. TITLE

Attached are copies of the following documents:

☒ 9.1 *(a) **Registered Title**

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

OR

☐ ~~*(b)~~ ~~**General Law Title**~~

~~The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.~~

☐ *9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) ☐ *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

- (b) ☐ *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

- (a) ☐ *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

10.3 Further Plan of Subdivision

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

- (a) ☐ *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

- (b) ☐ *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. *DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☐ *Are contained in the attached building energy efficiency certificate.

OR

☐ *Are as follows:

--

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

VOLUME 11397 FOLIO 720

Security no : 124067907086D

Produced 31/08/2017 12:13 pm

LAND DESCRIPTION

Lot 3009 on Plan of Subdivision 708601C.
PARENT TITLE Volume 11397 Folio 689
Created by instrument PS708601C 08/01/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JACK DYLAN MEREDITH of 9 PLEASANT DRIVE HEATHMONT VIC 3135
AK185933B 13/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK185934Y 13/02/2013
NATIONAL AUSTRALIA BANK LTD

COVENANT PS708601C 08/01/2013

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG886613W 24/11/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AK053050D 29/11/2012

DIAGRAM LOCATION

SEE PS708601C 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: 163 SPRIGGS DRIVE CROYDON VIC 3136

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 23/10/2016

DOCUMENT END

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Transfer of Land

Section 45 Transfer of Land Act 1958

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Lodged by

FMS VIC

Name:

Phone:

Address:

Reference:

m1181662

Customer Code:

154506

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio)*

Lot 3009 PS708601C Volume **11397** Folio **720**

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

All its estate in fee simple

Consideration:

\$185,895.00

Transferor: *(full name)*

CROYDON DEVELOPMENTS PTY LTD ACN 106 802 153

Transferee: *(full name and address including postcode)*

JACK DYLAN MEREDITH

9 Pleasant Drive Heathmont 3135

Directing Party: *(full name)*

Dated: **23 JAN 2013**

Execution and attestation:

4751202A

Order to Registrar

Duty Use Only

T1

Please register and issue Certificate of Title to

Page 1 of 2

Signed

Customer Code

2974090

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

AK185933B

Annexure Page

Transfer of Land Act 1958

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This is page 2 of Form T1 dated **23 JAN 2013** between
Croydon Developments Pty Ltd ACN 106 802 153 and Jack Dylan Meredith

Signature of the Parties

Insert panel heading below

Continued from previous page

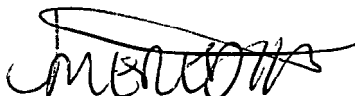
SIGNED by **CROYDON DEVELOPMENTS PTY LTD ACN 106 802 153** by his/her duly appointed attorney Peter Howren who certifies that he is authorised to execute this document under power of attorney dated ~~26 November 2010~~ ^{21 September 2012} and at the date of execution he/she has received no notice of revocation of the power of attorney in the presence of:


Signature of Attorney

Witness 

Witness name Chen

SIGNED by **JACK DYLAN MEREDITH** in the presence of:


Signature

Witness K. Meredith

Witness name KAREN MEREDITH

A1

Page 2 of 2

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.

All pages must be attached together by being stapled in the top left corner.

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Subdivision or Consolidation

Section 22 Subdivision Act 1988

PS708601C

02/01/2013 \$3,593.10 PS



Lodged by:

Name: Russell Kennedy
Phone: 9609 1555
Address: Level 12, 469 La Trobe Street
Melbourne VIC 3000
Ref: KAE 305026-00005
Customer Code: 1513M

The applicant applies for registration of the plan described.

Land: (volume and folio)

~~For AP on PS708612W being Volume 11300 Folio 442~~
Vol 11397 Fol 689

Applicant: (full name and address including postcode)

Croydon Developments Pty Ltd (ACN 106 802 153) of Level 9, 484 St Kilda Road, Melbourne Victoria 3004

Plan No.: PS708601C Stage No.: (if applicable) 30 SPEAR No.: (if applicable) S026259J

Council in which land is located: Maroondah City Council

Dated: 19/10/12

Kathryn Anne Elleman
Russell Kennedy
An Australian Legal Practitioner within the meaning of the
Legal Profession Act 2004 for the applicant

33661110A

Order to Register

SA22

Please register and issue Certificate of Title to *Minter Ellison*

lawyers

Signed *Anthony Pagnien* Customer Code *781Q*

Page 1 of 1

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

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Form 18

AG886613W

24/11/2009 \$102.90 173



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:LMR:LGC:5529610

Customer Code: 1167E

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

Land: Volume 11072 Folio 043

Authority: Maroondah City Council of Braeside Avenue, Ringwood, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

A handwritten signature in black ink, appearing to read "Neil Amos".

Name of officer:

NEIL AMOS

Office held:

TEAM LEADER STATUTORY PLANNING

Date:

18.11.09



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

Info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

AG886613W

24/11/2009 \$102.90 173



Date 16/11/2009

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 119 Dorset Road, Croydon

Maroondah City Council
and

Croydon Developments Pty Ltd
ACN 106 802 153

Interstate office
Sydney

Affiliated offices around the world through the
Advoc Asia network - www.advocasias.com



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24/11/2009 \$102.90 173





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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 16/11/2009

AG886613W



Parties

Name	Maroondah City Council
Address	Braeside Avenue, Ringwood, Victoria
Short name	Council

Name	Croydon Developments Pty Ltd ACN 106 802 153
Address	Level 3, 1C Homebush Bay Drive, Rhodes, New South Wales
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 10 August 2006 Council issued Planning Permit No. M/2004/305 (**Planning Permit No. 1**) allowing the Subject Land to be subdivided, the construction of dwellings, the removal of vegetation and access onto Dorset Road, Croydon in accordance with the Endorsed Plan 1. Condition 18 of Planning Permit No. 1 requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of Planning Permit No. 1 is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

- D. Condition 18 of the Planning Permit No. 1 provides that:

Prior to the issue of a Statement of Compliance, the owner must enter into an agreement under section 173 of the Planning & Environment Act 1987 with the Responsible Authority which provides for:

- (a) The retention and ongoing maintenance of trees and vegetation forming part of an EVC within the lots and communal open space areas (as the case may be) in accordance with the endorsed plans of the permit;
- (b) All trees specified as being retained on the endorsed plans being protected during any construction works whether as part of the subdivision or subsequent house construction;
- (c) The planting of a minimum of one native tree of a size and species to the satisfaction of the responsible authority in each of the front and



Maddocks

rear yards of each lot (except for those covered by Condition 29) within 12 months of the occupation of the relevant dwelling;

- (d) The payment by the owner of the costs of the Responsible Authority incurred in association with the preparation, checking, registration and enforcement of the section 173 agreement;

All to the satisfaction of the Responsible Authority.

E. On 9 August 2006 Council issued Planning Permit No. M/2005/656 (**Planning Permit No. 2**) allowing the Subject Land to be subdivided, the construction of dwellings, the removal of vegetation and access onto Dorset Road, Croydon in accordance with the Endorsed Plan 2. Condition 22 of Planning Permit No. 2 requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of Planning Permit No. 2 is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

F. Condition 22 of the Planning Permit No. 2 provides that:

Prior to the issue of a Statement of Compliance, the owner must enter into an agreement under section 173 of the Planning & Environment Act 1987 with the Responsible Authority which provides for:

- (a) The retention and ongoing maintenance of trees and vegetation forming part of an EVC within the lots and communal open space areas (as the case may be) in accordance with the endorsed plans of the permit;
- (b) All trees specified as being retained on the endorsed plans being protected during any construction works whether as part of the subdivision or subsequent house construction;
- (c) The planting of a minimum of one native tree of a size and species to the satisfaction of the responsible authority in each of the front and rear yards of each lot within 12 months of the occupation of the relevant dwelling;
- (d) The payment by the owner of the costs of the Responsible Authority incurred in association with the preparation, checking, registration and enforcement of the section 173 agreement;

All to the satisfaction of the Responsible Authority.

G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AF856576D in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

H. The parties enter into this Agreement:

- H.1 to give effect to the requirements of Planning Permit No. 1 and Planning Permit No. 2; and
- H.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AG886613W

24/11/2009 \$102.90 173



24/11/2009 \$102.90 173

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The Parties Agree

1. Definitions

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

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Building has the same meaning as in the Act.

Endorsed Plan 1 means the plan(s) endorsed with the stamp of Council from time to time as the plan which forms part of Planning Permit No. 1. A copy of the Endorsed Plan 1 is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Endorsed Plan 2 means the plan(s) endorsed with the stamp of Council from time to time as the plan which forms part of Planning Permit No. 2. A copy of the Endorsed Plan 2 is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on either Endorsed Plan 1 or Endorsed Plan 2.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Native Vegetation has the same meaning as in the Planning Scheme and includes all dead trees and fallen logs.

Native Vegetation Offset Plan means the plan(s) endorsed with the stamp of Council from time to time pursuant to condition 16 of Planning Permit No. 1 and condition 20 of Planning Permit No. 2. A copy of the Native Vegetation Offset Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Maroondah Planning Scheme and any other planning scheme that applies to the Subject Land.

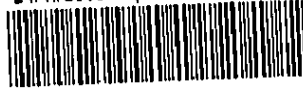
Subject Land means the land situated at 119 Dorset Road, Croydon being the land referred to in Certificate of Title Volume 11072 Folio 043 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Tree to be Removed means any tree on the Subject Land which is identified on the Endorsed Plan 1 as:

- 'Trees already approved for removal': or

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- 'Additional trees required to be removed as recommended in arborist report by Treelogic dated May 2008 or the result of further engineering design';

and any tree on the Subject Land which is identified on the Endorsed Plan 2 as:

- Trees already approved for removal', or
- 'Additional trees required to be removed'

Works has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

The Owner covenants and agrees that:

3.1 Ongoing Maintenance of Native Vegetation

- 3.1.1 no Native Vegetation on the Subject Land (except any Tree to be Removed) may be removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted or otherwise damaged on the Subject Land, without the prior written consent of Council;



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- 3.1.2 the Owner will not undertake any activities, or allow any other party to undertake any activities, that may result in Native Vegetation being removed, lopped, damaged in any way or destroyed on the Subject Land, without the prior written consent of Council;
- 3.1.3 all Native Vegetation must be maintained to ensure the long-term viability of the Native Vegetation;
- 3.1.4 the felled material of any tree on the Subject Land, including a dead tree which was considered unsuitable for retention and required removal with the permission of Council, will be retained and relocated to an area deemed appropriate by Council; and
- 3.1.5 the restrictions contained in clauses 3.1.1, 3.1.2 and 3.1.3 do not apply in relation to any tree which is declared by a qualified arborist to be an immediate danger to people or buildings, to the extent that the tree needs to be lopped or removed to address the immediate danger;

3.2 Tree Protection

- 3.2.1 prior to the commencement of any Buildings or Works on the Subject Land, including removal of any Tree to be Removed, the Owner must erect a tree protection fence around each tree (except any Tree to be Removed) to the satisfaction of Council, which must:
 - (a) encompass, as a minimum to protect the root health of the tree, an area which extends from the stem of the tree, that is at least 50% further than the canopy extension of the individual tree (**Tree Protection Area**);
 - (b) be a soundly erected 1.8 metre high chain mesh or post and wire fence which provides an effective physical barrier to pedestrian and vehicular access into the Tree Protection Area;
 - (c) be clearly signed "Tree Protection Area"; and
 - (d) be maintained in good condition until all construction and Works on the Subject Land have been completed to the satisfaction of Council;
- 3.2.2 the following specific activities are prohibited within the Tree Protection Area, except with the written consent of Council:
 - (a) storage of machinery, equipment, materials or waste;
 - (b) vehicular access of any description;
 - (c) construction of any kind including but not limited to dwellings, fences, decks, pavements and outdoor structures;
 - (d) trenching of any kind or changes to existing surface level of any kind including, but not limited to, excavation or introduction of soil; or
 - (e) attachment of any item to a tree for any purpose; and



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3.3 Tree Planting

- 3.3.1 within 12 months of the grant of an Occupancy Permit for the relevant dwelling on each lot, a minimum of one native tree of a size and species to the satisfaction of Council must be planted in each of the front and rear yards of each lot on the Subject Land, to the satisfaction of Council; and
- 3.3.2 notwithstanding clause 3.3.1, any lot on the Subject Land that is required to comply with Condition 29 of Planning Permit No. 1 is exempt from the requirements in clause 3.3.1.

4. Further obligations of the Owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to Planning Permit No. 1 and Planning Permit No. 2.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement,



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no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

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8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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Signing Page

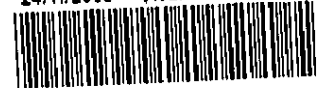
SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of MAROONDAH CITY COUNCIL was affixed in the presence of:

COUNCILLOR

AG886613W

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CHIEF EXECUTIVE OFFICER

Dated this 16th day of November 2009

Executed by CROYDON DEVELOPMENTS PTY LTD ACN 106 802 153 by being signed by those persons who are authorised to sign for the company:

Director

Chong Han Wee

Full name

Level 3

1C Homebush Bay Drive

Usual address RHODES NSW 2138

Director (or Company Secretary)

SERENA NG

Full name

Level 3

1C Homebush Bay Drive

Usual address RHODES NSW 2138

Mortgagee's Consent

Suncorp-Metway Ltd as Mortgagee of registered mortgage No. AF856576D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

PTO



Maddocks

Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of MAROONDAH CITY COUNCIL was affixed in the presence of:

PTO

COUNCILLOR

CHIEF EXECUTIVE OFFICER

Dated this day of 2009

AG886613W



Executed by CROYDON DEVELOPMENTS PTY LTD ACN 106 802 153 by being signed by those persons who are authorised to sign for the company:

PTO

Director

Director (or Company Secretary)

Full name

Full name

Usual address

Usual address

Mortgagee's Consent

Suncorp-Metway Ltd as Mortgagee of registered mortgage No. AF856576D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by SUNCORP-METWAY LTD ACN 010 831 722 by being signed by *GILARME GEORGE FERGUSON*

who certifies that he/she is a Level I and II Attorney pursuant to a Power of Attorney dated the 15th day of November, 1991, a certified copy of which is lodged in the Permanent Order Book No. 277 at Page 4 in the presence of:



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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:BMS:5925299
Customer Code: 1167E

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

Land: Volume 11300 Folio 214, part of Volume 11321 Folio 304 more particularly being Lot AA on the plan attached, and part of Volume 11300 Folio 442 more particularly being Lot R on the plan attached.

Responsible Authority: Maroondah City Council, Braeside Avenue, Ringwood, Victoria 3134

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

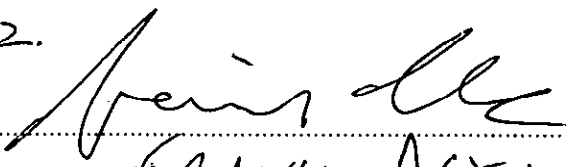
A copy of the Agreement is attached to this Application

Date: 23 November 2012.

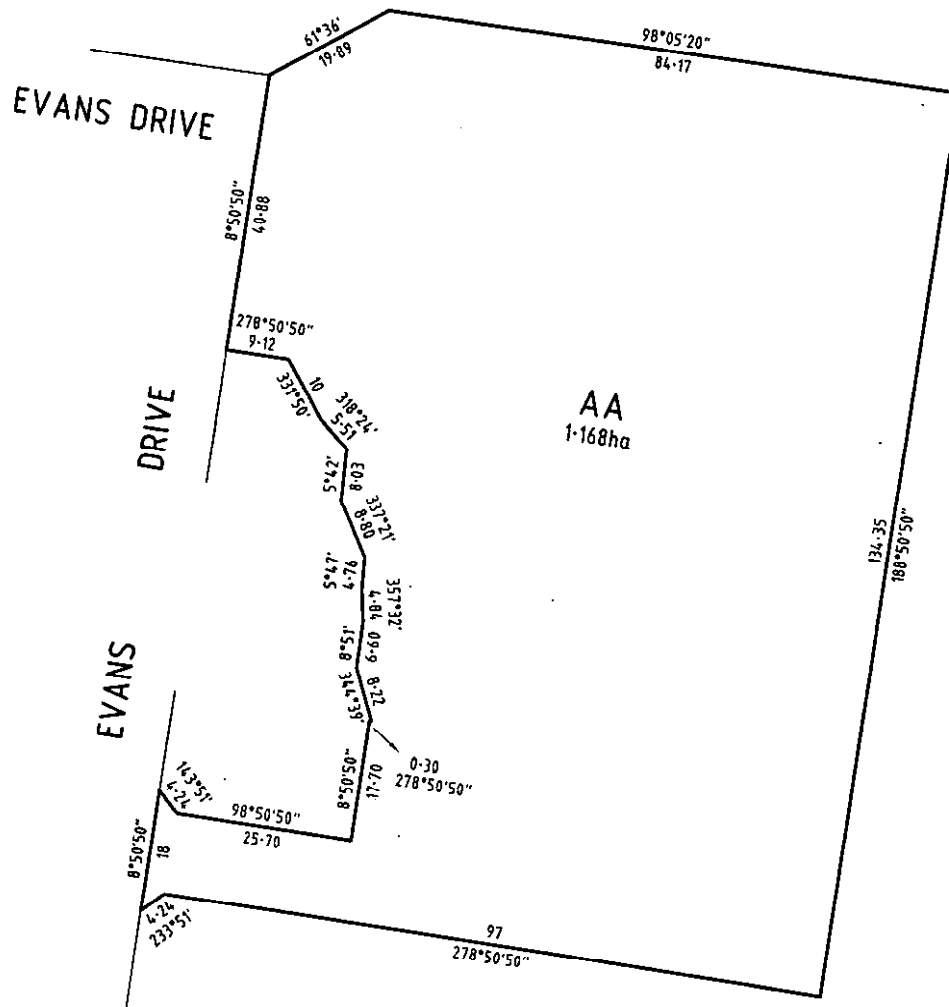
Signature for Responsible Authority:

Name of officer:

Position held:


Frank Dixon
CEO

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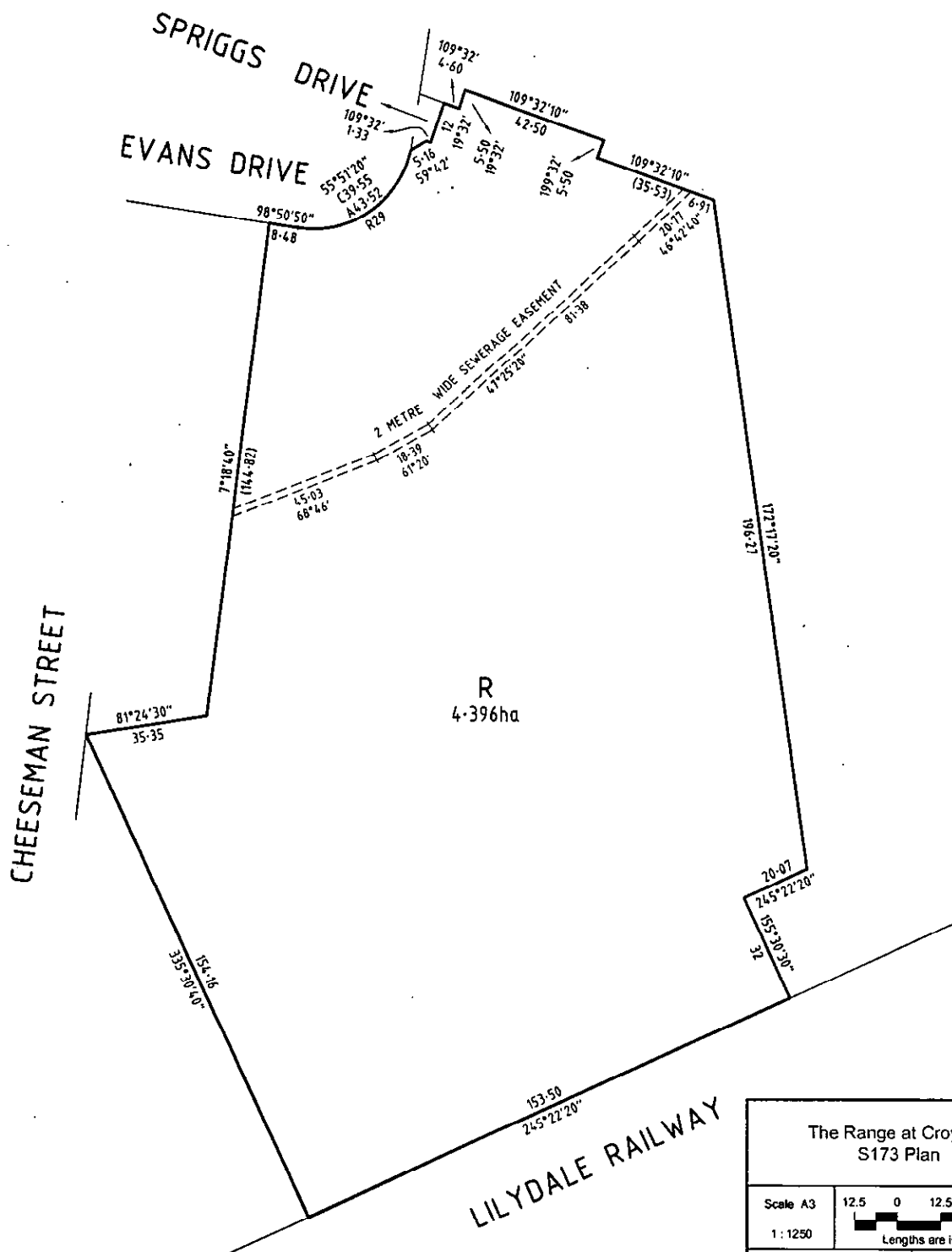
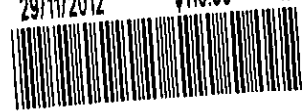
CPG
489 La Trobe Street
Melbourne Vic 3000
T 61 3 8003 7888
F 61 3 8003 7999
cpg-global.com

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The Range at Croydon
S173 Plan

Scale A3

12.5 0 12.5 25 37.5

1:1250

Lengths are in metres

Co-ordinate Datum MGA55 Sheet 1 of 1

Drawing No. 151311P03 Version 1

CAD Ref. F:1515151311\151311-SUBDOWG

Drawn By KGM Checked By KRJ Date 21/08/2012

REV	AMENDMENT	APPROVED	DATE



CPG
400 La Trobe Street
Melbourne VIC 3000
T 61 3 9621 7200
F 61 3 9621 7200
cpg-global.com

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Date 23 / 11 / 2012



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

Info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: part of 119 Dorset Road, Croydon

Maroondah City Council
and

Croydon Developments Pty Ltd
ACN 106 802 153

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 23 / 11 / 2012

Parties

Name	Maroondah City Council
Address	Braeside Avenue, Ringwood, Victoria
Short name	Council

Name	Croydon Developments Pty Ltd ACN 106 802 153
Address	Level 3, 1C Homebush Bay Drive, Rhodes, New South Wales
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 11 and 22 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - E.1 to give effect to the Planning Permit; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

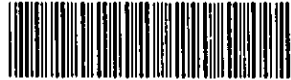
1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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Agreement means this Agreement.

Common Property means all land identified and delineated on a Plan of Subdivision as the 'common property' or the like.

Common Property Drainage Works includes all drainage works (including any on-site detention system) shown on the Drainage Plan to be completed on the Common Property.

Common Property Landscaping includes all landscaping shown on the Landscape Plan to be completed on the Common Property.

Development means development of land at 119 Dorset Road, Croydon in accordance with the Planning Permit.

Drainage Plan means the plan(s) endorsed by Council from time to time in accordance with condition 7 of the Planning Permit.

Dwelling has the same meaning as in the Planning Scheme.

Landscape Plan means the plan(s) endorsed by Council from time to time in accordance with condition 5 of the Planning Permit.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Owners Corporation has the same meaning as in the Subdivision Act 1988.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. M/2011/233, as amended from time to time, issued on 2 May 2012, authorising the subdivision and development of land at 119 Dorset Road, Croydon in accordance with plans endorsed by Council.

Planning Scheme means the Maroondah Planning Scheme and any other planning scheme that applies to the Subject Land.

Plan of Subdivision means a plan showing the subdivision of land at 119 Dorset Road, Croydon as approved from time to time by Council under the Planning Permit.

Subject Land means part of the land situated at 119 Dorset Road, Croydon being:

- the whole of Certificate of Title Volume 11300 Folio 214;
- part of Certificate of Title Volume 11321 Folio 304 and more particularly being Lot AA on the Endorsed Plan; and
- part of Certificate of Title 11300 Folio 442 and more particularly being Lot R on the Endorsed Plan,

and any reference to the Subject Land includes any Lot or Common Property created by the subdivision of the Subject Land or any part of it.

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2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

3.1 Compliance with the Planning Permit

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Planning Permit and the conditions of the Planning Permit; and
- 3.1.2 must not, upon completing the development in accordance with the Planning Permit, alter or extend or otherwise change the development.

3.2 Expiry of Planning Permit

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Planning Permit expires, is cancelled or otherwise ceases to operate.

3.3 Development of each Lot

Except with Council's prior written consent, prior to the occupation of any new Dwelling on a Lot, the Owner must complete all buildings, works, drainage and landscaping on that Lot in accordance with the Planning Permit to the satisfaction of Council.



3.4 Completion of landscaping and drainage works on the Common Property

Except with Council's prior written consent, prior to the occupation of any new Dwelling on a Lot, the Common Property Landscaping and Common Property Drainage Works must be completed in accordance with the Planning Permit to the satisfaction of Council.

4. Owner's further obligations

4.1 Notice and registration

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

4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:
 - (a) signing any further agreement, acknowledgment or document; and
 - (b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

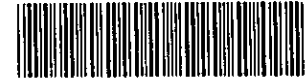
7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and

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7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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|||||

10. Ending of Agreement

- 10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

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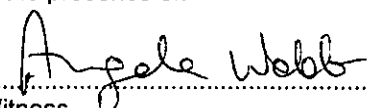
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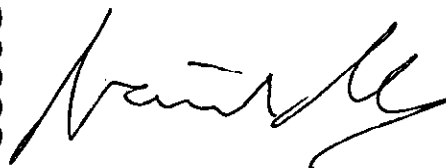
Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed sealed and delivered by the Chief Executive Officer on behalf of the **Maroondah City Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:


Witness

ANGELA WEBB
Print name




Executed by **Croydon Developments Pty Ltd ACN 106 802 153** in accordance with section 127(1) of the *Corporations Act 2001* by being signed by authorised persons for the company


Director

RODNEY VAUGHAN FEHRING
Full name

35 IMBROS ST. HAMPTON 3188
Usual address


Director (or Company Secretary)

ROBERT PRADOLIN
Full name

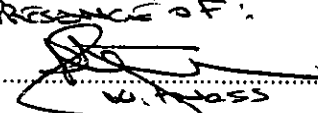
29/ 404 ST KILDA RD, MELB
Usual address

Mortgagee's Consent

United Overseas Bank Ltd ABN 560 607 852 84 as Mortgagee under Instrument of mortgage No. AJ398877E consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

~~EVALUATED BY ERIC YEO AIK LENG AS ATTORNEY FOR~~

~~Executed by United Overseas Bank Ltd ABN 560 607 852 84 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the UNDER POWER company OF ATTORNEY DATED 16 JANUARY 2007 IN THE PRESENCE OF:~~


Director

Ron Johnston
Full name

Level 9
32 Martin Place, Sydney
Usual address


Director (or Company Secretary) Attorney

Eric Yeo Aik Leng
Full name

Level 9
32 Martin Place, Sydney
Usual address



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Victoria.

Document Type	plan
Document Identification	PS708601C
Number of Pages (excluding this cover sheet)	8
Document Assembled	31/08/2017 17:33

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The document is invalid if this cover sheet is removed or altered.

	PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION 2	Plan Number PS 708601C
--	----------------------------	----------------	----------------------------------	----------------------------------

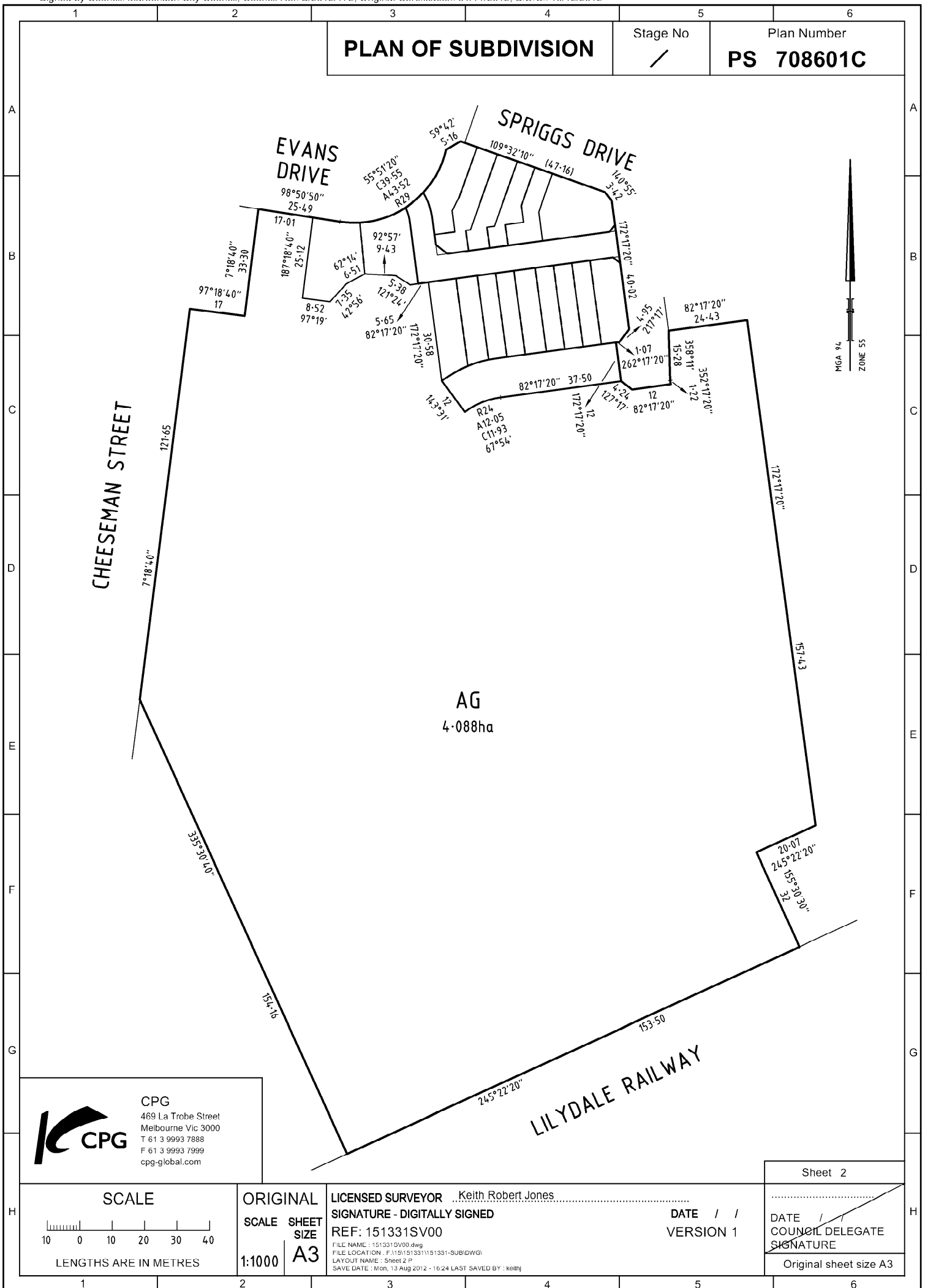
<p>Location of Land Parish: Mooroolbark Township: Section: Crown Allotment: Crown Portion: 9 (Part) and 10 (Part) Title References C/T VOL11397 FOL 689 Last Plan Reference: Lot AF on PS 708612W</p> <p>Postal Address: Evans Drive (At time of subdivision) Croydon VIC 3136</p> <p>MGA Co-ordinates: E 350 355 Zone 55 (Of approx. centre of plan) N 5 817 048</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: MAROONDAH CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> This Plan is certified under Section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
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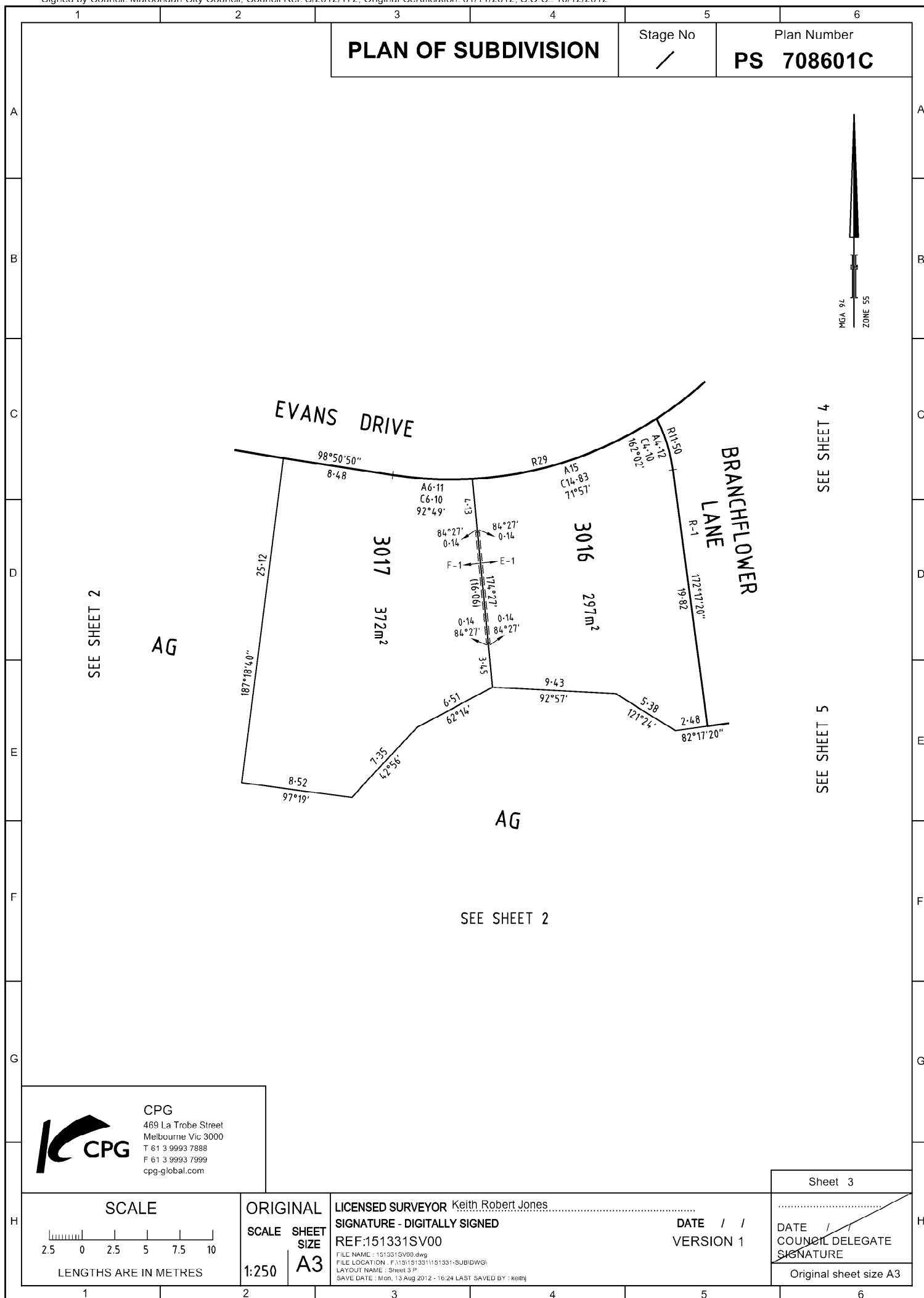
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1	MAROONDAH CITY COUNCIL

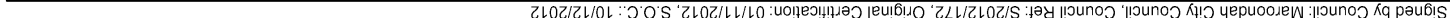
Notations	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning Permit No. M/2011/233
	<p>This is a SPEAR plan.</p> <p>Lots A to AF (all inclusive) & Lots 1 to 3000 (all inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey PS640499P</p> <p>This survey has been connected to Permanent Mark No(s). 90, 91, 94, 95, 245, 246, 254, 381 & 412 in Proclaimed Survey Area No. -</p>

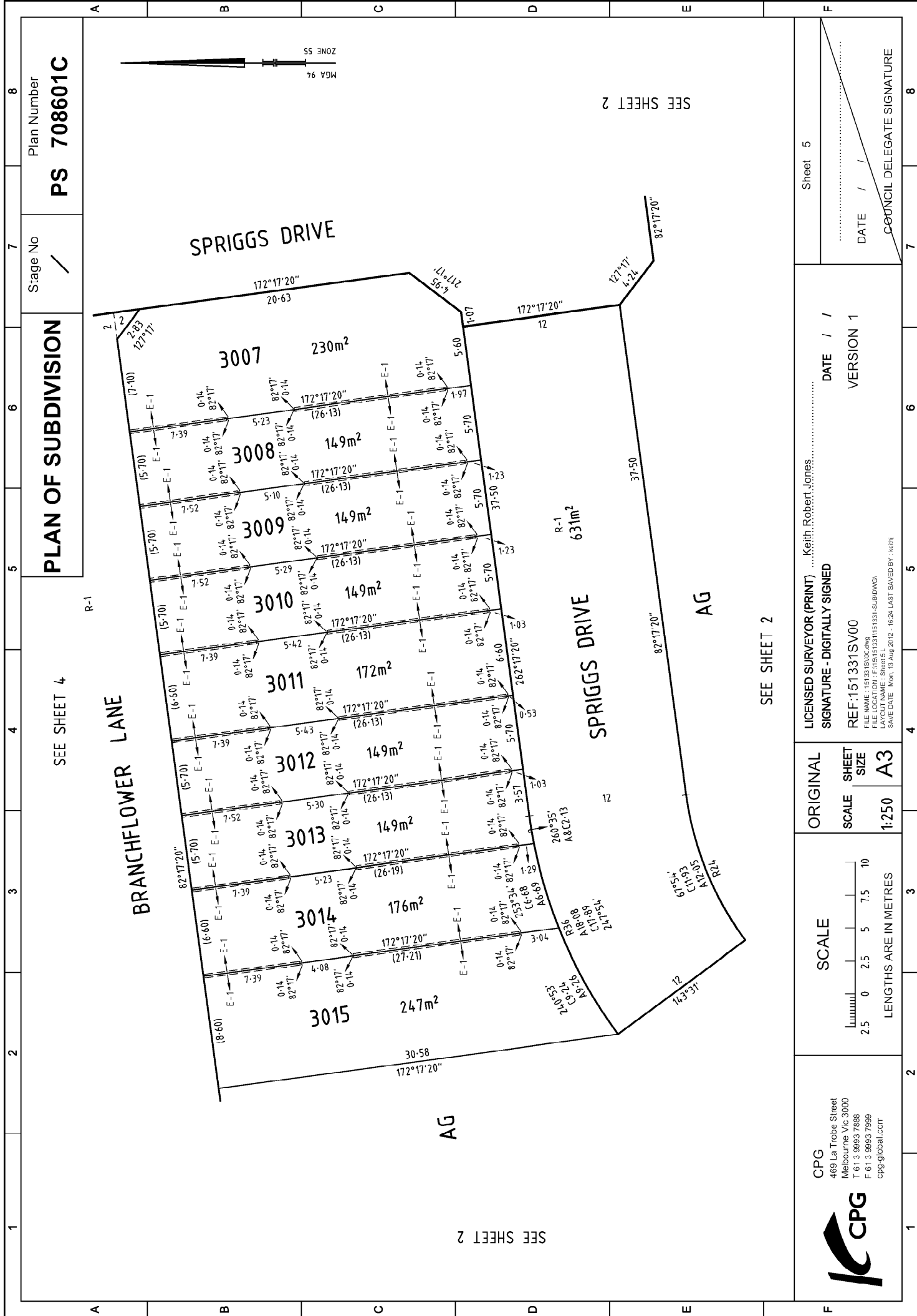
Easement Information					<p><u>LRS use only</u></p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date: 02 / 01 / 2013</p>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of	
E-1	Party Wall	0.14	This Plan	The Relevant Abutting Lot	<p><u>LRS use only</u></p> <p>PLAN REGISTERED</p> <p>TIME 3:07 PM</p> <p>Date: 08 / 01 / 2013</p> <p style="text-align: right;">M.J.R Assistant Registrar of Titles.</p>

THE RANGE AT CROYDON ESTATE - STAGE 30 (17 LOTS) AREA OF STAGE - 0.483ha				Sheet 1 of 6 Sheets
<p>CPG 489 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>	<p>LICENSED SURVEYOR (PRINT) Keith Robert Jones</p> <p>SIGNATURE - DIGITALLY SIGNED DATE / /</p> <p>REF: 151331SV00 VERSION 1</p> <p><small>FILE NAME : 151331SV00.dwg FILE LOCATION : F:\151331\151331-SUB\DWG\ LAYOUT NAME : Sheet 1 SAVE DATE : Mon: 13 Aug 2012 - 16:24 LAST SAVED BY : keithj</small></p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3</p>		









1	2	3	4	5	6
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 708601C	
A	<u>CREATION OF RESTRICTION</u>				A
The following Restriction is to be created upon Registration of this plan:					
Land to Benefit: Lots 3001 to 3017 (all inclusive) on this plan.					
Land to be burdened: Lots 3001 to 3017 (all inclusive) on this plan.					
Description of Restriction: The registered proprietor or proprietors for the time being of any burdened lot shall not:					
B	1) Unless specifically allowed pursuant to Planning Permit M/2011/233 (as amended from time to time), construct or cause or permit to be constructed on the burdened lot:				B
(a) any dwelling (including garage and/or carport) of which less than 50% of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;					
(b) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;					
(c) any dwelling with a roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material; or					
C	(d) any dwelling having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street.				C
2) Remove any fence or any part of any fence on the burdened lot or any of the boundaries of the burdened lot, except to replace it with a fence of the same height and construction materials in the same position as the fence which is removed, unless a fence which purports to be on a boundary is not in fact on a boundary, in which case the fence may be removed and replaced with a fence of the same height and construction materials on the boundary, or moved to that boundary.					
3) Remove any retaining wall or any part of any retaining wall on the burdened lot or any of the boundaries of the burdened lot, except to replace it with a retaining wall of the same height and construction materials in the same position as the retaining wall which is removed.					
4) Notwithstanding Clauses 2 and 3, nothing shall prevent Croydon Developments Pty Ltd ACN 106 802 153 from erecting any fence and/or retaining wall of any construction materials, height and position as they deem appropriate.					
D	5) At any time park or store on or within the burdened lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer, in such a way as to be visible from any street or reserve adjacent to or abutting the burdened lot.				D
6) At any time keep or maintain any outside clothes drying or airing facility on any burdened lot so as to be visible from any street or reserve adjacent to or abutting the burdened lot.					
7) Construct or cause or permit to be constructed any extensions or other changes to any house, carport or garage or other outbuilding on the burdened lot or construct any new building on the burdened lot within 10 years of the date of registration of this plan without the consent of Croydon Developments Pty Ltd ACN 106 802 153.					
E					E
F					F
G					G
 <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>		ORIGINAL SCALE SHEET SIZE A3		LICENSED SURVEYOR Keith Robert Jones SIGNATURE - DIGITALLY SIGNED REF: 151331SV00 DATE / / VERSION 1 <small>FILE NAME : 151331SV00.dwg FILE LOCATION : F:\15151331\151331-SUB\DWG\ LAYOUT NAME : Sheet 6 SAVE DATE : Mon, 13 Aug 2012 - 16:24 LAST SAVED BY : keithj</small>	
				Sheet 6 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	
1	2	3	4	5	6

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

[illegible]

Plan of Subdivision PS708601C
Certification of plan by Council (Form 2)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S026259J
Plan Number: PS708601C
Responsible Authority Name: Maroondah City Council
Responsible Authority Reference Number 1: S/2012/172
Surveyor's Plan Version: 1

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 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Linda Arranga
Organisation: Maroondah City Council
Date: 01/11/2012

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK

Your Reference:	28031-MEREDITH-RT
Certificate No:	16771378
Issue Date:	01 SEP 2017
Enquiries:	ESYSPROD

Land Address: 163 SPRIGGS DRIVE CROYDON VIC 3136						
Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
40324836	3009	708601	11397	720	\$195,000	\$0.00

Vendor: JACK MEREDITH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
JACK DYLAN MEREDITH	2017	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

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

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE:	\$195,000
AMOUNT PAYABLE:	\$0.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No:	16771378	State Revenue Office
Land ID:	40324836	GPO Box 4376
Amount Payable:	\$0.00	MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 16771378

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$195,000

Land Tax = \$0.00

Calculated as \$0 plus (\$195,000 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lawlab Sydney C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 359283

NO PROPOSALS. As at the 31st August 2017, 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®.

163 SPRIGGS DRIVE, CROYDON 3136
CITY OF MAROONDAH

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: 31st August 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 26146468 - 26146468172526 '359283'

2017/2018 RATE AND VALUATION NOTICE AND FIRE SERVICES PROPERTY LEVY



CITY OFFICES
Braeside Avenue Ringwood

REALM
179 Maroondah Hwy Ringwood

CROYDON CENTRE
Civic Square Croydon

Telephone: 1300 882 233 Facsimile: (03) 9298 4345
Email: maroondah@maroondah.vic.gov.au
Revenue Office is situated at Civic Square Croydon



Mr J D Meredith
163 Spriggs Dr
CROYDON VIC 3136



029
1025725
R3_7712

ISSUE DATE 07/08/2017
PERIOD 01/07/2017 - 30/06/2018
ASSESSMENT NUMBER 158704 7
REFERENCE NUMBER 00158704 70
PROPERTY DESCRIPTION
Lot 3009 PS 708601
CT-11397/720
PROPERTY ADDRESS
163 Spriggs Drive, Croydon VIC 3136
AVPCC
110 - Detached Dwelling

SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
195,000	465,000	23,250

PARTICULARS OF RATES AND CHARGES & FIRE SERVICES PROPERTY LEVY

General Rates	465,000 x 0.002253	\$1,047.60
Waste Service Charge 120 Litre	1 x 255.5	\$255.50
Fire Levy Fixed Charge MFB - Residential		\$107.00
Fire Levy Rate MFB - Residential	465,000 x 0.000056	\$26.00

Please note: Payments made after 01/08/2017 are not included on this notice.

ARREARS/INTEREST/LEGAL FEES IF DISPLAYED ABOVE, ARE DUE AND

PAYABLE BY: 30 SEPTEMBER 2017

LEGAL ACTION WILL PROCEED AFTER THIS DATE & INTEREST WILL ACCRUE UNTIL PAID.

TOTAL **\$1,436.10**

PAYMENT OPTIONS Payment due dates that fall on a weekend or public holiday will be due on the next business day.

DIRECT DEBIT ONLY				INSTALMENTS		IN FULL	
Nine (9) Direct Debit Payments by Written arrangement directly with Council				Four (4) Instalments Council practice is that any amount received after 30 September 2017 will be treated as a part payment with the balance to be paid by 15 February 2018		Single (1) Payment No Reminder will be sent	
1st - 30 Sep 2017	\$180.10	6th - 28 Feb 2018	\$157.00	30 September 2017	\$359.10	\$1,436.10	
2nd - 31 Oct 2017	\$157.00	7th - 31 Mar 2018	\$157.00	30 November 2017	\$359.00	15 February 2018	
3rd - 30 Nov 2017	\$157.00	8th - 30 April 2018	\$157.00	28 February 2018	\$359.00	Any arrears included in this figure must be paid by 30 September 2017	
4th - 31 Dec 2017	\$157.00	9th - 31 May 2018	\$157.00	31 May 2018	\$359.00		
5th - 31 Jan 2018	\$157.00			Late payments: Interest will be charged on all overdue amounts and will be calculated as if the instalment plan had been initiated at an interest rate of 10%			



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e-Notices or go to
maroondah.formsport.com.au



Bill Code: 118992

Ref: 0015870470

BPAY this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 0015870470

Ratepayer: Mr J D Meredith

Reference No.: 00158704 70

Property Address: 163 Spriggs Drive, Croydon VIC 3136

INSTALMENT	IN FULL
\$359.10	\$1,436.10
30/09/2017	15/02/2018



in person



*481 01 00000120 0015870470

+0000000015870470+ +0000000000000000+ +001860+ +00000000000000+ +333+

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



Page 1 of 2

Landata Counter Services
DX250639
Melbourne

Certificate No: 66409
Applicant Ref: 26146468-015-7

Date: 1 September 2017

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** 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 Council or the relevant authority. A fee may be charged for such information.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2018 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 158704
Property Location: 163 Spriggs Drive
Croydon VIC 3136
Lot 3009 PS 708601

Title Details: CT-11397/720

Valuations

Site Value: \$195,000
Capital Improved Value \$465,000
Nett Annual Value: \$23,250
Relevant Date: 1st January 2016

ADDITIONAL INFORMATION

**RE: 163 Spriggs Drive
Croydon VIC 3136**

Certificate No:

66409

FINANCIAL INFORMATION

Assessment No:	1587047		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	1,047.60	0.00	1,047.60
Waste Service Charge	255.50	0.00	255.50
State Government Fire Levy MFB	133.00	0.00	133.00
Municipal Charge	0.00	0.00	0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			0.00
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$1,436.10</u>

TOTAL BALANCE

\$1,436.10

POTENTIAL LIABILITIES

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of \$25.90 being the fee for this certificate.



Delegated Officer.

Telephone Enquiries: 03 9298 4327
Your Reference: 26146468-017-1
Reg 326 (1)



01 September 2017

Lawlab Sydney
C/- Landata Counter Services
DX250639
Melbourne

Dear Sir/Madam

Re: 163 Spriggs Drive, Croydon VIC 3136 Lot 3009 PS 708601

I refer to your request for information available from Council records concerning the above property.

The following Building Permit(s) have been issued within the last 10 years.

Type of Building	Permit No/Council Reference	Permit Issue Date	Final Cert/Occ Permit Issue Date
Dwelling & Garage	PBS/4862/2013/0	20-Mar-2013	01-Aug-2013

No Building Notices or Orders are outstanding against this property.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <http://www.buildingcommission.com.au/consumers/swimming-pool-and-spa-safety-barriers>

Did you know you can apply for Property Information from Maroondah City Council online and pay via credit card? Register now for our online services at <http://www.maroondah.vic.gov.au/OnlineServices.aspx>. You will receive a prompt email response and you will be helping us achieve our goal of reducing Council's impact on the environment.

Yours faithfully

Warren Brooker

**Warren Brooker
Municipal Building Surveyor**

Telephone Enquiries: 03 9298 4327
Your Reference: 26146468-017-1
Reg 326 (1)





PLAN SCAN (Aust) Pty. Ltd.

Form 6

Building Act 1993
BUILDING REGULATIONS 2006
 Regulations 1005
OCCUPANCY PERMIT 78209
 BUILDING PERMIT 1437/018297/0

To

Owner Mr. Jack Meredith
 Postal address 9 Pleasant Drive HEATHMONT 3135

Copy to

Agent of owner Creation Homes
 Postal address PO Box 7131 ST.KILDA ROAD 8004

From

A.J. Wishart 1437
 Suite 6 First Floor, 108-120 Young Street Frankston 3199

Property details

Address Unit No Lot No 3009 St No 163 Spriggs Drive PS/LP: 708601
 City CROYDON
 Municipal District Maroondah City Council DX 38068 RINGWOOD 3134

Building details

Part of building: A DWELLING Class: 1a Desc: i
 Allowable floor loading: kpa No of people deemed accommodated:
 Part of building: A GARAGE Class: 10a Desc:
 Allowable floor loading: kpa No of people deemed accommodated:
 Part of Building: Class: Desc:
 Nature of Works: A NEW BUILDING Intended Use: A DWELLING AND GARAGE

Reporting Authority - Matter Reported on - Regulation Number

Maroondah City Council - Point of discharge of storm water - reg.610(2)

Performance Assessments

A performance assessment has been undertaken to confirm compliance with P2.6 of the BCA. The alternative solution involves the use of a "Dual Pipe" water system connected to all flushing cisterns in lieu of providing a rainwater tank. Refer to Building Commission Practice Note 2011-55 for assessment of dual pipe systems.

BAB Determinations**Conditions**

Occupation is subject to the following conditions:

Display of occupancy permit

For a building or place of public entertainment that has a required essential safety measure the approved location for display of this permit and the annual essential safety measures report (if applicable) is to be in accordance with the Building Regulations 2006.

Suitability for occupation

The building or part of a building to which this certificate applies is suitable for occupation

Signature

Date of issue 01/08/2013

Certificate Number: 78209

NOTES

1. This occupancy permit is not evidence that the building, part of the building or building work described above complies with the Building Act 1993 or the Building Regulations 2006

Registration number

A.J. Wishart BS-U1437

INSPECTION DATES

FOUNDATION/PRESLAB 10/04/2013 SLAB 11/04/2013 FRAME 22/04/2013 GARAGE FRAME 13/06/2013

FINAL 24/07/2013

Where mains power is yet to be connected to the building this certificate is issued "subject to the connection of mains power."

Frankston Business Centre
 Suite 6, First Floor
 108-120 Young Street
 Frankston Vic 3199
 DX 19942 Frankston
 ACN 10 0178 014

Phone: (03) 9781 5701
 Fax: (03) 9781 5713
 www.planscan.com.au
 Email: enquiries@planscan.com.au
 ABN 83 736 259 083

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

465130

APPLICANT'S NAME & ADDRESS

LAWLAB SYDNEY C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

MEREDITH, JACK DYLAN

PURCHASER

REFERENCE

359283

This certificate is issued for:

LOT 3009 PLAN PS708601 ALSO KNOWN AS 163 SPRIGGS DRIVE CROYDON
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a SPECIAL BUILDING OVERLAY
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3

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

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

31 August 2017

Hon. Richard Wynne MP
Minister for Planning

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

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

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

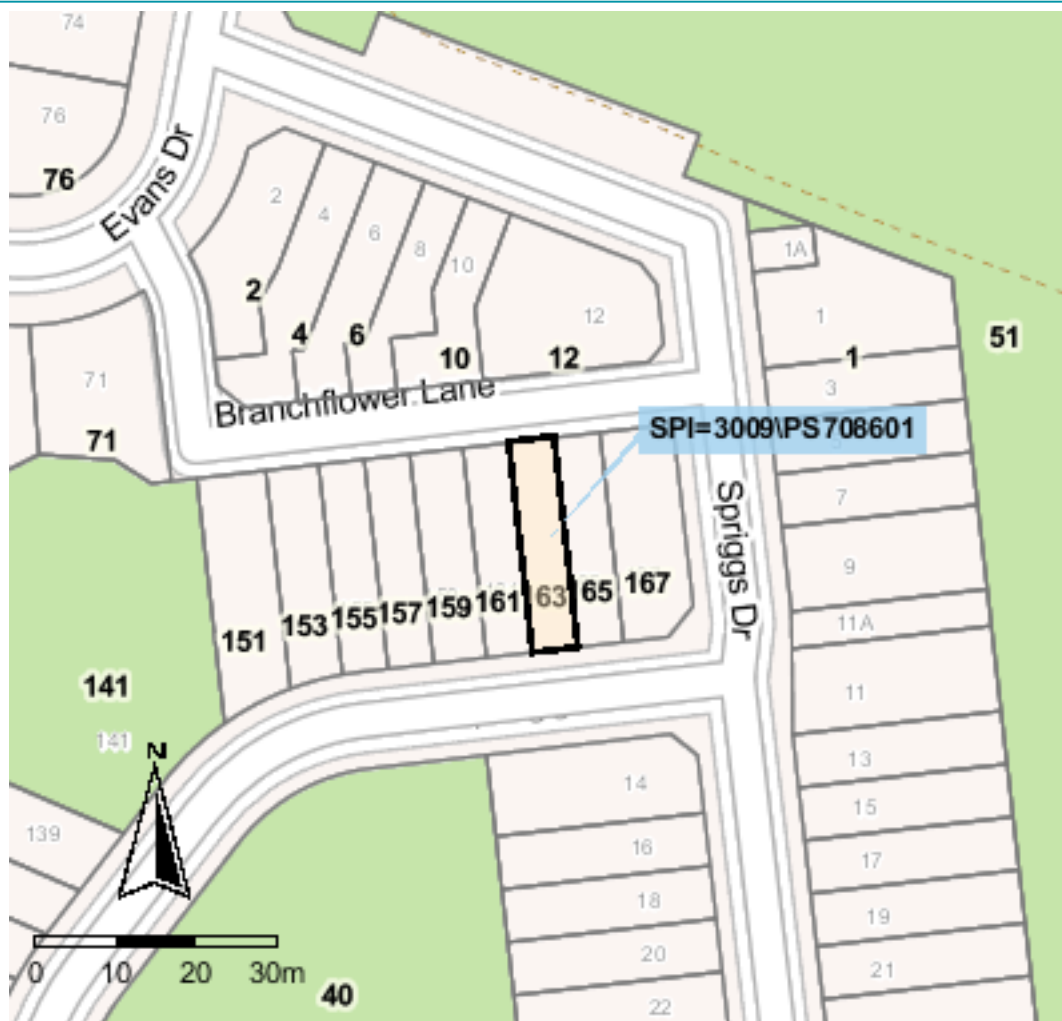
LANDATA®
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

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

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

If this property is different to the one expected, you can phone (03) 8636 2456 or email landata.enquiries@delwp.vic.gov.au.

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm and for as little as \$11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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



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

31st August 2017

Lawlab Sydney C/- InfoTrack C/-
LANDATA

Dear Lawlab Sydney C/- InfoTrack C/- ,

RE: Application for Water Information Statement

Property Address:	163 SPRIGGS DRIVE CROYDON 3136
Applicant	Lawlab Sydney C/- InfoTrack C/- LANDATA
Information Statement	30321638
Conveyancing Account Number	7959580000
Your Reference	359283

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 Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- 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,

A handwritten signature in black ink, appearing to read "Steve Lennox".

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



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yvw.com.au

Yarra Valley Water Encumbrance

Property Address	163 SPRIGGS DRIVE CROYDON 3136
------------------	--------------------------------

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.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This property is in a mandated recycled water area and both recycled and potable water will be available. Until recycled water is available, potable water will be supplied through both water meters. Normal restrictions guidelines apply to potable water. Further information can be found on our website at www.yvw.com.au.

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

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



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yvw.com.au

Melbourne Water Encumbrance

Property Address	SPRIGGS DRIVE CROYDON 3136
------------------	----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

The land is affected by a drainage encumbrance however requirements have been set by Melbourne Water that upon execution will render the land no longer affected by the encumbrance. Melbourne Water is or may be awaiting a Certified Survey Plan, "As Constructed" or Engineering Plan verifying that the requirements have been met. For further information contact Melbourne Water on 9679 7517.

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.

Existing Title		Access Point Number
Proposed Title		Sewer Manhole
Easement		Sewer Pipe Flow
Existing Sewer		Sewer Offset
Abandoned Sewer		Sewer Branch

11

waterway



Yarra Valley Water
ABN 93 066 902 501



YARRA VALLEY WATER
ABN 93 066 902 501

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yvw.com.au

Lawlab Sydney C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6366740196
Rate Certificate No: 30321638

Date of Issue: 31/08/2017
Your Ref: 359283

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
163 SPRIGGS DR, CROYDON VIC 3136	3009\Pt 3009 PS708601	5053556	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2017 to 30-09-2017	\$44.83	\$44.83
Residential Water Usage Charge Step 1 – 38.280000kL x \$2.5993000 = \$36.60 Step 1 – 0.000000kL x \$2.6436000 = \$63.98 Step 2 – 4.720000kL x \$3.0536000 = \$5.30 Step 2 – 0.000000kL x \$3.1058000 = \$9.27 Estimated Average Daily Usage \$1.34	29-05-2017 to 24-08-2017	\$115.15	\$15.15
Residential Sewer Service Charge	01-07-2017 to 30-09-2017	\$89.94	\$89.94
Residential Sewer Usage Charge 43.000000kL x 0.997706 = 42.901358 x 0.900000 = 14.201829 x \$2.0210000 = \$28.70 43.000000kL x 0.997706 = 42.901358 x 0.900000 = 24.409393 x \$2.0487000 = \$50.01 Estimated Average Daily Usage \$0.92	29-05-2017 to 24-08-2017	\$78.71	\$78.71
Residential Recycled Water Service Charge	01-07-2017 to 30-09-2017	\$8.57	\$8.57
Residential Recycled Water Usage Charge Recycled Water Usage – 3.678000kL x \$2.3007000 = \$8.46 Recycled Water Usage – 6.322000kL x \$2.3191000 = \$14.66	29-05-2017 to 24-08-2017	\$23.12	\$23.12
Residential Recycled Sewer Usage Charge 10.000000kL x 0.997706 = 9.977060 x 0.900000 = 3.302751 x \$2.0210000 = \$6.67 10.000000kL x 0.997706 = 9.977060 x 0.900000 = 5.676603 x \$2.0487000 = \$11.63	29-05-2017 to 24-08-2017	\$18.30	\$18.30
Parks Fee	01-07-2017 to 30-06-2018	\$75.85	\$75.85
Drainage Fee	01-07-2017 to 30-09-2017	\$24.92	\$24.92
Other Charges:			
Interest	No interest applicable at this time		
Government Water Rebate			
No further charges applicable to this property			-\$100.00 cr
Balance Brought Forward			\$100.00
Total for This Property			\$379.39

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
------------------	------------	-----------------	---------------

LOT AG, DORSET RD, CROYDON VIC 3136	AGIPt AG PS708601	5026500	Superseded
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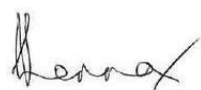
Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	\$0.00
		Total for This Property	\$0.00

Total Due \$379.39

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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.



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. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre
10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre
11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



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ABN 93 066 902 501

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F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5053556

Address: 163 SPRIGGS DR, CROYDON VIC 3136

Water Information Statement Number: 30321638

HOW TO PAY



Billers Code: 344366
Ref: 63667401960



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: 5053556

Address: 163 SPRIGGS DR, CROYDON VIC 3136

Water Information Statement Number: 30321638

Cheque Amount: \$



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ABN 93 066 902 501

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yvw.com.au

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au



Extract of EPA Priority Site Register

Page 1 of 1

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 163 SPRIGGS DRIVE
SUBURB: CROYDON
MUNICIPALITY: CITY OF MAROONDAH
MAP REFERENCE: Melways 40th Edition, Street Directory, Map 37 Reference D11
DATE OF SEARCH: 31st August 2017

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map reference, 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. 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 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:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 01 September 2017 01:02 PM

Address: 163 SPRIGGS DRIVE CROYDON 3136

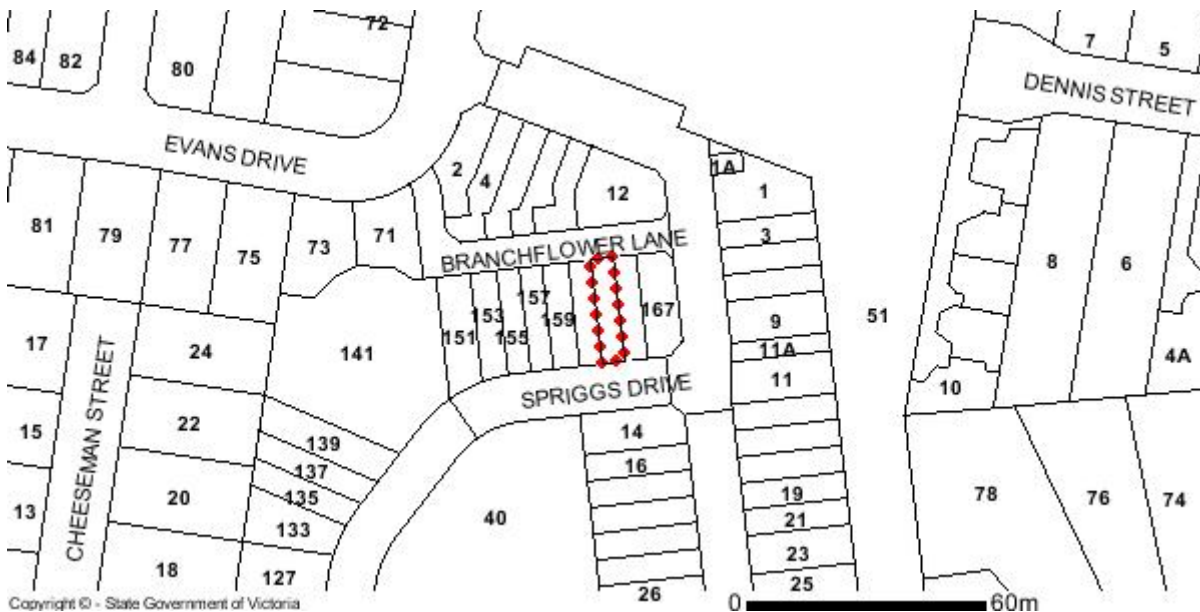
Lot and Plan Number: Lot 3009 PS708601

Local Government (Council): MAROONDAH **Council Property Number:** 252243

Directory Reference: Melway 37 D11

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016 and 2 June 2017.

The Building Interim Regulations 2017 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 via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> 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 in the Building Commission section of 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 [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Certificate Of Completion

Envelope Id: A83C32B3C4C9447BA4F771F44E906E09	Status: Completed
Subject: Meredith sale of 163 Spriggs Drive Croydon VIC - 28031 (ST)	
Source Envelope:	
Document Pages: 72	Signatures: 1
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 1	Envelope Originator:
AutoNav: Enabled	Samantha Tangirala
Envelopeld Stamping: Enabled	
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney	28B St Edmonds Road
	Prahran, Victoria 3181
	s.tangirala@lawlab.com.au
	IP Address: 10.111.40.7

Record Tracking

Status: Original	Holder: Samantha Tangirala	Location: DocuSign
01 September 2017	s.tangirala@lawlab.com.au	

Signer Events

Jack Meredith
j.meredith@lawlab.com.au
Legal Adviser
Lawlab Pty Ltd
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

30CB930A646244B...
Using IP Address: 61.68.50.62

Timestamp

Sent: 01 September 2017
Viewed: 01 September 2017
Signed: 01 September 2017

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	01 September 2017
Certified Delivered	Security Checked	01 September 2017
Signing Complete	Security Checked	01 September 2017
Completed	Security Checked	01 September 2017

Payment Events

Status

Timestamps