

# Contract of Sale of Land

Property:

**15 Tribute Road, Craigieburn VIC 3064**

**Acclaim Conveyancing**

Tel: 0401 385 686  
PO Box 209, Watsonia VIC 3087  
Ref: SJ:23-109

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### **Cooling-off period** (Section 31 of the *Sale of Land Act 1962*)

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

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

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

### **EXCEPTIONS:** the 3-day cooling-off period does not apply if:

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

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

### **Off-the-plan sales** (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2023

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [            ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2023

**Print names(s) of person(s) signing:** Indra Kumar Gurung .....

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Melbourne Rise Pty Ltd Trading as Blueberry Real Estate  
Address: Unit 2, 297 Harvest Home Road, Epping VIC 3076  
Email: sales@blueberryre.com.au  
Tel: 0430102139 Mob: Fax: Ref:

## Vendor

Name: Indra Kumar Gurung  
Address:  
ABN/ACN:  
Email: indragrg22@yahoo.com

## Vendor's legal practitioner or conveyancer

Name: Acclaim Conveyancing  
Address: PO Box 209, Watsonia VIC 3087  
Email: admin@acclaimconveyancing.com.au  
Tel: 0401 385 686 Mob: Fax: Ref: 23-109

## Purchaser's estate agent

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12465 Folio 067	8	PS 848943N

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 15 Tribute Road, Craigieburn VIC 3064

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

All fixtures and fittings of permanent nature as inspected

**Payment**

Price \$ .....  
Deposit \$ ..... by (of which has been paid)  
Balance \$ ..... payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

Loan amount: no more than

Approval date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

## SPECIAL CONDITIONS

### **1. Property Condition**

- 1.1 Purchaser agrees and accepts the condition of the property and will not make any claim, requisition, or delay settlement, arising due to the condition of the property.
- 1.2 Purchaser also agrees that if there are additional facilities in the property e.g. Solar Panels, spa etc, purchaser have completed their Due Diligence and will not delay settlement, arising from this condition.

### **2. Sale of Real Estate Nomination**

- 2.1 Any substitute or additional nominees will incur a fee of \$200 plus GST which is payable by the purchaser.

### **3. Resettlement Fee**

- 3.1 Rescheduling will incur a fee of \$200 plus GST payable by the purchaser.

### **4. Finance Clause**

- 4.1 If the purchaser requests for an extension to the finance clause, they must provide evidence that their loan application have been lodged with the lending institution.
- 4.2 If the purchaser's loan has not been approved by the due date, the purchaser must provide the Decline letter from the financial institution (and not from the Broker's Office), no later than the due date and in accordance with the Contract of Sale.

### **5. Default Interest**

General Condition 33 is deleted and replaced with the following condition. Penalty interest is charged at 4% per annum plus the rates for the time being fixed by Section 2 of the **Penalty Rates Act 1983** is payable on any money owing under the contract during the period of default.

### **6. Land Tax**

Purchaser agrees to pay the land tax portion regardless of the holding basis.

### **7. Payment Mistaken or missed.**

Each party must do everything reasonably necessary to assist the other party, to identify and trace the recipient of any mistaken payment and to recover the mistaken payment and to pay the missed payment. This special condition creates rights and remedies, in addition to those that may otherwise exist because of a mistaken or missed payment, occurred due to mathematical or human error.

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.



- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

**15. DEPOSIT BOND**

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

**16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**25. GST WITHHOLDING**

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 

## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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



# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 2023

SIGNED by the said ..... )  
 )  
 Print Name: ..... )  
 ..... )  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness: ..... )  
 .....

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	15 TRIBUTE ROAD, CRAIGIEBURN VIC 3064
-------------	---------------------------------------

Vendor's name	Indra Kumar Gurung	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

## 1. FINANCIAL MATTERS

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

(a)  Their total does not exceed: \$7,000.00

### 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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

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

### 3.4 Planning Scheme

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Are contained in the attached certificate

**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*.

**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*.

Not Applicable

**8. SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or 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:

NIL

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

NIL

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

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



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

Page 1 of 2

VOLUME 12465 FOLIO 067

Security no : 124106182833F  
Produced 18/05/2023 11:23 AM

### LAND DESCRIPTION

Lot 8 on Plan of Subdivision 848943N.  
PARENT TITLE Volume 12462 Folio 885  
Created by instrument PS848943N Stage 2 04/04/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
INDRA KUMAR GURUNG of UNIT 1 28 VIEW STREET GLENROY VIC 3046  
AW826209E 15/05/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW826210V 15/05/2023  
ORDE MORTGAGE CUSTODIAN PTY LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AK382843D 04/06/2013

AGREEMENT Section 173 Planning and Environment Act 1987  
AL833235J 22/04/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AM976027H 28/07/2016

AGREEMENT Section 173 Planning and Environment Act 1987  
AU601300S 21/07/2021

### DIAGRAM LOCATION

SEE PS848943N FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS848943N/S2 (B)	PLAN OF SUBDIVISION	Registered	04/04/2023
AW715677N (E)	TRANSFER CONTROL OF ECT	Completed	11/04/2023
AW826208G (E)	DISCHARGE OF MORTGAGE	Registered	15/05/2023
AW826209E (E)	TRANSFER	Registered	15/05/2023
AW826210V (E)	MORTGAGE	Registered	15/05/2023

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

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

Street Address: 163 ELEVATION BOULEVARD CRAIGIEBURN VIC 3064

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

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Page 2 of 2

### **ADMINISTRATIVE NOTICES**

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 15/05/2023

### **OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS848943N

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS848943N</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>18/05/2023 11:26</b>

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<b>PLAN OF SUBDIVISION</b>	LRS USE ONLY	<b>EDITION 2</b>	PLAN NUMBER <b>PS 848943 N</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> Yuroke</p> <p><b>TOWNSHIP:</b></p> <p><b>SECTION:</b> 17</p> <p><b>CROWN ALLOTMENT:</b> B (Part)</p> <p><b>SECTION:</b> 18</p> <p><b>CROWN ALLOTMENT:</b> A &amp; B (Part)</p> <p><b>CROWN PORTION:</b></p> <p><b>TITLE REFERENCES:</b> Vol.11879 Fol.497</p> <p><b>LAST PLAN REFERENCE/S:</b> PS 738896 J Lot W</p> <p><b>POSTAL ADDRESS:</b> 163 Elevation Boulevard, (At time of subdivision) Craigieburn, 3064.</p> <p><b>MGA-2020 Co-ordinates</b> E 314055 (of approx centre of land in plan) N 5836570 ZONE: 55</p>	<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>Council Name: Hume City Council</p> <p>Council Reference Number: S009570 Planning Permit Reference: P23757 SPEAR Reference Number: S176326B</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Jouna KOLOSE for Hume City Council on 28/02/2022</p> <p><b>Statement of Compliance</b> issued: 23/02/2023</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>			
IDENTIFIER	COUNCIL/BODY/PERSON		
Nil	Nil		

**NOTATIONS**

<p><b>DEPTH LIMITATION:</b> DOES NOT APPLY</p> <p><b>STAGING:</b> This is a staged subdivision.</p> <p>Boundaries shown by continuous thick lines are defined by buildings.</p> <p>Location of boundaries defined by buildings ;                  Median - boundaries marked 'M'                  Exterior face - all other boundaries</p> <p>Common Property No. 1 is all the land in the plan except the lots.</p> <p><b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY                  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) - YUROKE PM 1091 &amp; YUROKE PM 946                  PROCLAIMED SURVEY AREA - YES</p>	<p style="text-align: center;"><b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</b></p> <p style="text-align: center;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>
--	---

EASEMENT INFORMATION			
<b>LEGEND</b>	A-Appurtenant Easement	E-Encumbering Easement	R-Encumbering Easement (Road)

**SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN**

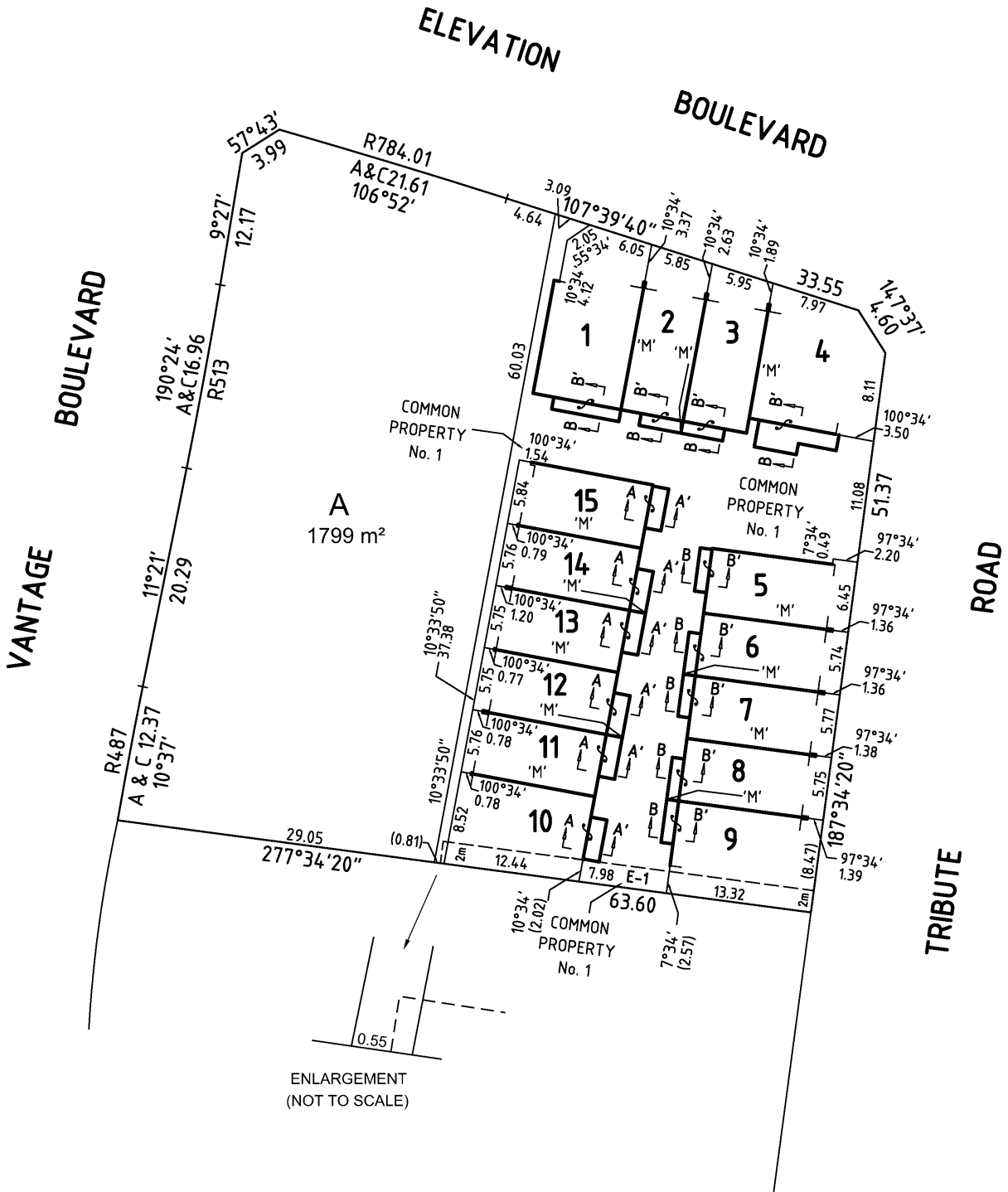
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Drainage	2m	PS 724933J	Hume City Council
E-1	Sewerage	2m	PS 724933J	Yarra Valley Water Corporation

<b>REF 16930</b>	ORIGINAL SHEET SIZE A3	SHEET 1 OF 3 SHEETS
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<p><b>JREdwards</b>                  LAND SURVEYORS                  59 Fletcher Street, Essendon, 3040                  Ph: 9370 2209 Fax: 9370 1102                  P.O.Box 165 Essendon 3040                  Email: jredwardslandsurveyors@gmail.com                  Web: www.jredwardslandsurveyors.com.au</p>	<p><b>LICENSED SURVEYOR David Sidley VERSION 2</b></p> <p>Digitally signed by: David James Sidley, Licensed Surveyor,                  Surveyor's Plan Version (2),                  04/06/2021, SPEAR Ref: S176326B</p>	<p><b>THIS IS A LAND USE VICTORIA                  COMPILED PLAN                  FOR DETAILS SEE MODIFICATION TABLE HEREIN</b></p>
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PLAN OF SUBDIVISION

PLAN NUMBER  
PS 848943 N



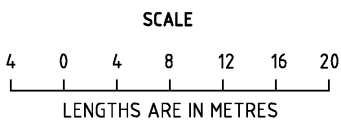
**jREdwards**  
LAND SURVEYORS  
59 Fletcher Street, Essendon, 3040  
Ph: 9370 2209 Fax: 9370 1102  
P.O.Box 165 Essendon 3040  
Email: jredwardslandsurveyors@gmail.com  
Web: www.jredwardslandsurveyors.com.au



ORIGINAL SHEET SIZE A3

REF 16930 B

SHEET 2



SCALE  
1:400

LICENSED SURVEYOR David Sidley VERSION 3

Digitally signed by: David James Sidley, Licensed Surveyor,  
Surveyor's Plan Version (3),  
31/08/2022, SPEAR Ref: S200315J

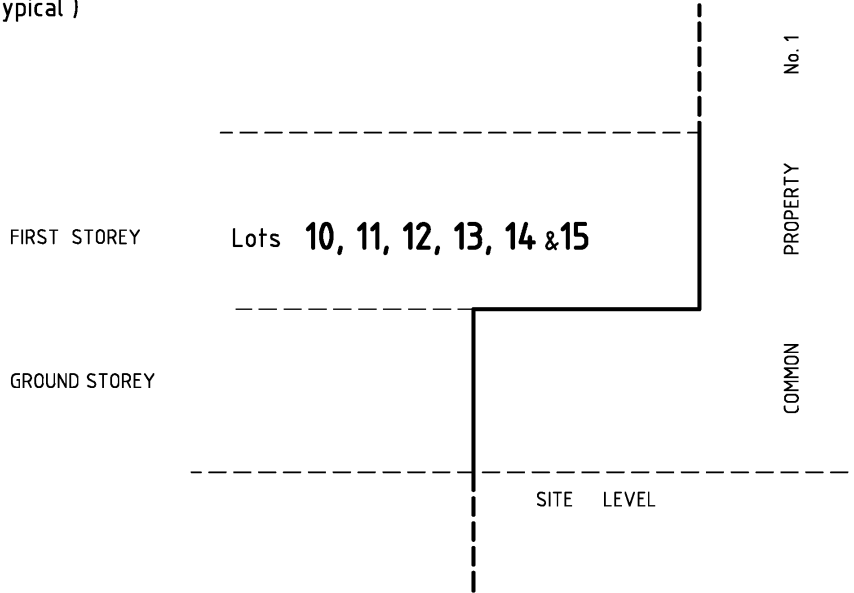
Digitally signed by:  
Hume City Council,  
14/11/2022,  
SPEAR Ref: S200315J

**PLAN OF SUBDIVISION**

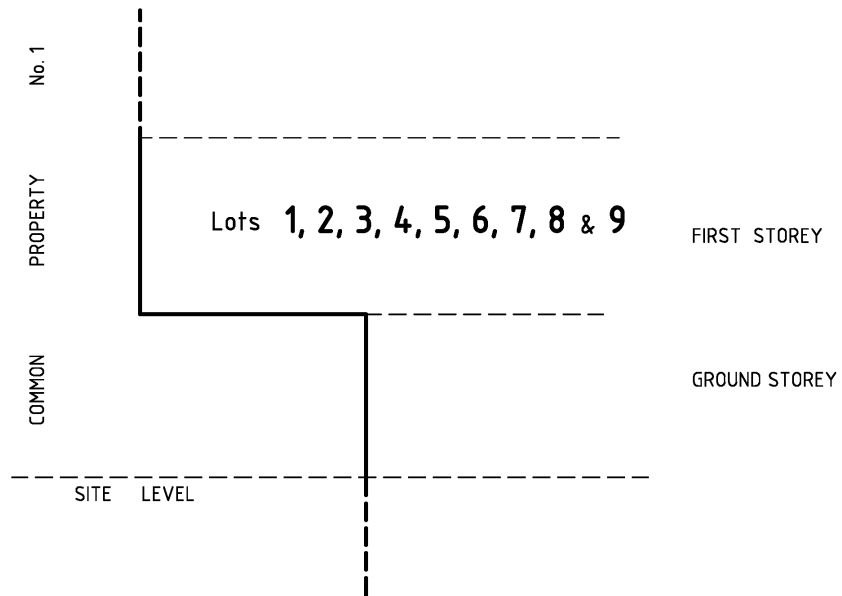
PLAN NUMBER

**PS 848943 N**

**Cross Section A-A'  
( Typical )**



**Cross Section B-B'  
( Typical )**



**JRE** Edwards

LAND SURVEYORS  
59 Fletcher Street, Essendon, 3040  
Ph: 9370 2209 Fax: 9370 1102  
P.O.Box 165 Essendon 3040  
E-mail: jredwardslandsurveyors@gmail.com  
www.jredwardslandsurveyors.com.au



ORIGINAL SHEET SIZE A3

REF **16930 B**

SHEET 3

SCALE

NOT TO SCALE

LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR **David Sidley** VERSION 3

Digitally signed by: David James Sidley, Licensed Surveyor,  
Surveyor's Plan Version (3),  
31/08/2022, SPEAR Ref: S200315J

Digitally signed by:  
Hume City Council,  
14/11/2022,  
SPEAR Ref: S200315J





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 18/05/2023 11:26:05 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS848943N**

The land in PS848943N is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 15.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

163 ELEVATION BOULEVARD CRAIGIEBURN VIC 3064

OC058459W 04/04/2023

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC058459W 04/04/2023

### Notations:

Nil

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 18/05/2023 11:26:05 AM

**OWNERS CORPORATION 1  
PLAN NO. PS848943N**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
<b>Total</b>	<b>150.00</b>	<b>150.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



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Document Identification	<b>AM976027H</b>
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Document Assembled	<b>05/12/2020 09:34</b>

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# Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

Form 21



Lodged by:

Name: Harwood Andrews  
Phone: 5225 5225  
Address: 70 Gheringhap Street, Geelong 3220  
Ref: 1KXP:21601160  
Customer code: 2235J

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 for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*  
Certificate of Title Volume 11653 Folio 033 being Lot G on PS734582F

Responsible authority: *(name and address)*  
Hume City Council, 1079 Pascoe Vale Road, Broadmeadows 3047

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

A copy of the agreement is attached to this application:

Signature for the responsible authority: 

Name of officer: MICHAEL SHAN - MANAGER STRATEGIC PLANNING

Date: 25/07/16

**AM976027H**

28/07/2016 \$92.70 173  


**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: 575G Craigieburn Road, Craigieburn (Aston Land)

**Hume City Council**  
and

**Peet Craigieburn Pty Limited**  
ACN 100 290 640

**AM976027H**

28/07/2016 \$92.70 173



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## Agreement under section 173 of the Planning and Environment Act 1987

Dated

### Parties

Name	Hume City Council
Address	1079 Pascoe Vale Road, Broadmeadows, Victoria
Short name	Council

Name	Peet Craigieburn Pty Limited ACN 100 290 640
Address	C/- Peet Limited, Level 7, 200 St Georges Terrace, Perth, Western Australia
Short name	Owner

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. 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.
- F. The Subject Land is subject to Development Contributions Plan Overlay - Schedule 1 (DCPO1) under the Planning Scheme. DCPO1 applies the Development Contributions Plan to the Subject Land.
- G. The Development Contributions Plan sets out the contributions expected from individual landholders within the area covered by the Development Contributions Plan to fund infrastructure required as a result of the development of the area covered by the Development Contributions Plan.
- H. The Development Contributions Plan provides that:
  - H.1 where the collecting agency agrees in writing, infrastructure projects funded in the Development Contributions Plan may be provided by developers with a Credit being provided to the developer against their development contribution liability;

- H.2 If the collecting agency agrees to works and/or provision of land in lieu of the payment of the Levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements; and
- H.3 that Project AR05 may be provided as works in lieu of payment of the Levy.
- I. The Owner has requested and Council has agreed that the Owner provide Project AR05 in exchange for a Credit against its liability to pay the Levy subject to the terms of this Agreement.
- J. The value of the Credit is less than the actual cost of providing Project AR05, particularly insofar as it relates to Stage 1A. In light of this, if the Owner provides Stage 1A in accordance with this Agreement, Council has agreed that, in addition to providing the Credit to the Owner under this Agreement, it will not require the Associated Developers to pay it the Licence Fee for the Arena Estate. The Arena Estate is a development being undertaken by the Associated Developers. The terms on which Council has agreed to waive the Licence Fee associated with this development have been recorded in a separate deed between Council and the Associated Developers dated 7 December 2015 (the Deed).
- K. The Parties and the Associated Developers have also entered into a Deed of Assignment with Satterley dated 10 December 2015 in which the rights and obligations under the Deed have been assigned to Satterley (the Deed of Assignment).

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Arena Estate** means the land formerly contained in certificate of title volume 11303 folio 858 and known as Greenvale Lakes East, Victoria 3059.

**Associated Developers** means Peet Greenvale No 2 Pty Ltd (ACN 100 290 677) and Peet Limited (ACN 008 865 834), being the developers of the Arena Estate and entities related to the Owner as at the date of this Agreement and any assignee of the Associated Developers.

**Certificate of Final Completion** means a certificate issued under the contract for the relevant works confirming that the works, including rectification of any defects in the works, have been completed.

**Certificate of Practical Completion** means a certificate issued under the contract for the relevant works confirming that the works are complete except for the rectification of any minor defects.

**Certification** means certification by the responsible authority under the Subdivision Act 1988.

**Community Infrastructure Levy** means the community infrastructure levy that is required to be paid for each dwelling developed on the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**AM976027H**

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**Council** means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or acting as the collecting agency for the purposes of section 46H of the Act and the Development Contributions Plan and includes its agents, officers, employees, servants, workers and contractors.

**Credit** means a credit against Levies payable as described in clause 7.1.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au), or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Development Contributions Plan** means the Craigieburn R2 Precinct Development Contributions Plan incorporated into the Planning Scheme and as amended from time to time.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**Endorsed Plan** means any plan endorsed under the Planning Permit.

**GST Act** means the New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

**Landscape Plan** means the plan prepared by the Owner and approved by Council illustrating the landscaping works required to be completed for Stage 1B.

**Levy or Levies** means the Community Infrastructure Levy and the Development Infrastructure Levy.

**Licence Fee** means a fee of \$470,000 (plus GST) payable to Council for a licence to enter, occupy and use land owned by Council adjoining the Arena Estate to carry out works associated with the development of the Arena Estate as set out in the deed between Council and Associated Developers.

**Lot** means a lot that is intended to be developed with a dwelling and not further subdivided.

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

**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 and includes a mortgagee-in-possession.

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**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. P17112.01, as amended from time to time, issued on 28 August 2014, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

**Project AR05** means the southern active playing fields comprising 3-4 soccer fields, landscaping, car parking, irrigation and civil works as described in the Development Contributions Plan and shown on the masterplan in Annexure A.

**PSP** means the Craigieburn R2 Precinct Structure Plan, being an incorporated document in the Planning Scheme.

**Stage** means a stage of subdivision of the Subject Land as identified on the Endorsed Plan.

**Stage 1A** means the earthworks required and included as part of Project AR05 generally in accordance with the plans in Annexure B.

**Stage 1A Credit** means that part of the Credit relating to Stage 1A.

**Stage 1B** means all works comprising Project AR05 other than Stage 1A, as shown on the masterplan in Annexure A or as amended from time to time to the satisfaction of Council, excluding light towers on the northern playing field which have been shown on the masterplan as "lighting (indicative location only)" and are subject to Council's future capital expenditure program, but including subsurface conduits for the future provision of that lighting.

**Satterley** means Satterley Greenvale Pty Ltd (the Incoming Developer under the Deed of Assignment) and Satterley Property Group Pty Ltd (the Incoming Guarantor under the Deed of Assignment).

**Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988*.

**Subject Land** means the land situated at 575G Craigieburn Road, Craigieburn being the land referred to in certificate of title volume 11653 folio 033 and Lot G on Plan of Subdivision PS734582F, and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

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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;

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- 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.

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### 3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which the Owner will construct and complete Project AR05 in exchange for a Credit against its liability to pay the Levy; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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### 4. Reasons for Agreement

The Parties acknowledge and agree that the Parties have entered into this Agreement for the following reasons:

- 4.1 the Owner has elected to enter into this Agreement in order to:
- 4.1.1 provide Project AR05 in lieu of paying the Levies in cash with respect to the Subject Land; and
  - 4.1.2 fulfil the requirements of the Planning Permit.
- 4.2 Council has granted consent to the Owner to provide Project AR05 on the terms and conditions of this Agreement.

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### 5. Parties' obligations

- 5.1 The Parties agree that they will work together in good faith to achieve approval of the Landscape Plan prior to 30 September 2016.
- 5.2 The Parties agree that they will work together in good faith to achieve all necessary agreements and approvals, including an approved design and any other licence, agreement



or approval required, to enable commencement and completion of Project AR05 within the timeframe set out in clause 6.

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## 6. Owner's specific obligations

The Owner agrees that:

- 6.1 the Owner must construct and complete Project AR05:
- 6.1.1 within the following timeframe unless otherwise agreed in writing by Council pursuant to clause 6.2.1:
    - (a) a Certificate of Practical Completion for Stage 1A must be issued prior to 31 December 2016;
    - (b) rectification of any minor defects must occur within 3 months of the issue of a Certificate of Practical Completion for Stage 1B; and
    - (c) a Certificate of Final Completion for Stage 1B must be issued within 9 months of the issue of a Certificate of Practical Completion for Stage 1A or within 9 months of the date of Council approval of the Landscape Plan, whichever is the latter;
  - 6.1.2 in accordance with detailed designs, engineering plans and specifications prepared at the Owner's cost and approved by Council; and
  - 6.1.3 to the satisfaction of Council.
- 6.2 If the Owner does not meet the timeframe set out in clause 6.1.1, Council may:
- 6.2.1 at its absolute discretion, extend the timeframe; or
  - 6.2.2 refuse to issue any Statement of Compliance for the Subject Land until Project AR05 has been constructed and completed to the satisfaction of Council.
- 6.3 the Owner must maintain Project AR05 at its cost and to the satisfaction of Council for a period of 12 months following the issue of a Certificate of Final Completion for Stage 1B.

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## 7. Credit

- 7.1 Council agrees that it will, upon commencement of this agreement, allow the Owner a Credit equal to \$3,544,959 for Project AR05.
- 7.2 The Parties agree that the amount of the Credit identified in clause 7.1 represents the value of the Project AR05 identified in the Development Contributions Plan adjusted in accordance with the Development Contributions Plan as at the date of this Agreement and will not be adjusted further.
- 7.3 Council agrees that the Owner will not be required to pay the Levies in cash until the Credit has been exhausted, determined as set out in clause 7.4.
- 7.4 Prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- 7.4.1 calculate the Levies payable for such Stage/s as at that date; and



- 7.4.2 deduct the amount calculated under clause 7.4.1 from the Credit until the Credit has been exhausted.
- 7.5 When the amount of the Levies payable in relation to a Stage/s exceeds the amount of the Credit remaining:
- 7.5.1 Council must notify the Owner in writing that the Credit has been exhausted;
- 7.5.2 in relation to that Stage/s, the Owner must pay in cash an amount equal to the amount of the Levies payable in relation to that Stage/s that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 7.5.3 in relation to subsequent Stages, the Owner must pay the Levies in cash prior to the issue of a Statement of Compliance.

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**8. Owner's further obligations**

**8.1 Notice and registration**

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

**8.2 Further actions**

The Owner:

- 8.2.1 must do all things necessary to give effect to this Agreement;
- 8.2.2 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 s 181 of the Act; and
- 8.2.3 agree to do all things necessary to enable Council to do so, including:
- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

**8.3 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 8.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 8.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 8.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**8.4 Interest for overdue money**

- 8.4.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.



8.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**8.5 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

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**9. Agreement under s 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 s.173 of the Act.

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**10. 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.

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**11. Mortgagee to have instructions as mortgagee in possession**

11.1 The Mortgagee acknowledges and agrees that it will not become mortgagee-in-possession in respect of the Subject Land unless it has instructions from the Secured Parties pursuant to the terms of the Security Trust Deed to:

- (a) become mortgagee-in-possession in respect of the Subject Land; and
- (b) be bound by the covenants and obligations in this Agreement,

and therefore, in the event that the Mortgagee becomes mortgagee-in-possession in respect of the Subject Land, it will be bound by the covenants and obligations in this Agreement.

11.2 For the purposes of this clause:

11.2.1 'Security Trust Deed' means the Security Trust Deed dated 24 December 2010 between, among others, the Mortgagee and the Owner; and

11.2.2 'Secured Parties' means the parties defined in the Syndicated Facility Agreement dated 24 December 2010 between, among others, the Mortgagee and the Owner, as amended from time to time.

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**12. 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:

12.1 give effect to this Agreement; and

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

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**13. General matters**

**13.1 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:

- 13.1.1 personally on the other Party;
- 13.1.2 by leaving it at the other Party's Current Address;
- 13.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 13.1.4 by email to the other Party's Current Email.

**13.2 Counterparts**

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

**13.3 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.

**13.4 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.

**13.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**13.6 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.

**13.7 Governing law**

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

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**14. Disputes**

- 14.1 If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act



- 14.2 If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- 14.3 Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- 14.4 The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in this Clause 14 and, unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

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**15. Goods and services tax**

**15.1 Definitions and expressions**

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

**15.2 Liability to pay any GST**

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

**15.3 Costs**

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

**15.4 Tax invoice**

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

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**16. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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**17. Amendment**

- 17.1 This Agreement may be amended in accordance with the Act.
- 17.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the



Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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**18. Ending of Agreement**

**18.1 This Agreement ends when:**

18.1.1 Council has given notice under clause 7.5.1 that the Credit has been exhausted;  
and

18.1.2 the Owner has complied with all of the Owner's obligations; or

18.1.3 in accordance with section 177(2) of the Act.

**18.2** If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the Parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

**18.3** After this Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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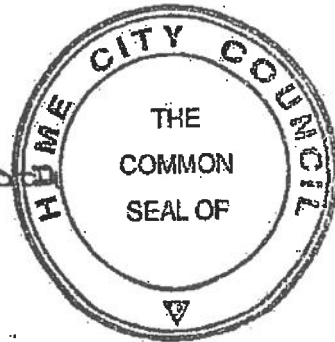
## Signing Page

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

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 19<sup>th</sup> of July 2017 in the presence of:

*[Handwritten Signature]*  
Signature of Councillor

G. Helen Patsika  
Name of Councillor



*[Handwritten Signature]*  
Signature of Chief Executive Officer

Domenic Isola

Executed for and on behalf of Peet  
Craigburn Pty Limited ACN 100 290 640

*[Handwritten Signature]*

Signature of Dom Scafetta  
Duly authorized under s. 126 of the  
Corporations Act 2001 (Cth)

*[Handwritten Signature]*

Signature of Peter Dumas  
Duly authorized under s. 126 of the  
Corporations Act 2001 (Cth)

### Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AH739084N 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.

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## Signing Page

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

THE COMMON SEAL of HUME CITY COUNCIL was hereto  
affixed on  
in the presence of:

Signature of Councillor

Name of Councillor

Signature of Chief Executive Officer

Domenic Isola

Executed for and on behalf of Peet  
Craigieburn Pty Limited ACN 100 290 640

Signature of Dom Scafetta  
Duly authorized under s. 126 of the  
Corporations Act 2001 (Cth)

Signature of Peter Dumas  
Duly authorized under s. 126 of the  
Corporations Act 2001 (Cth)


### Mortgagee's Consent

ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AH739084N 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.



MITCHELL SCOTT SCHEER

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## **Annexure A – Masterplan**

The plan which is Annexure A has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.


A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

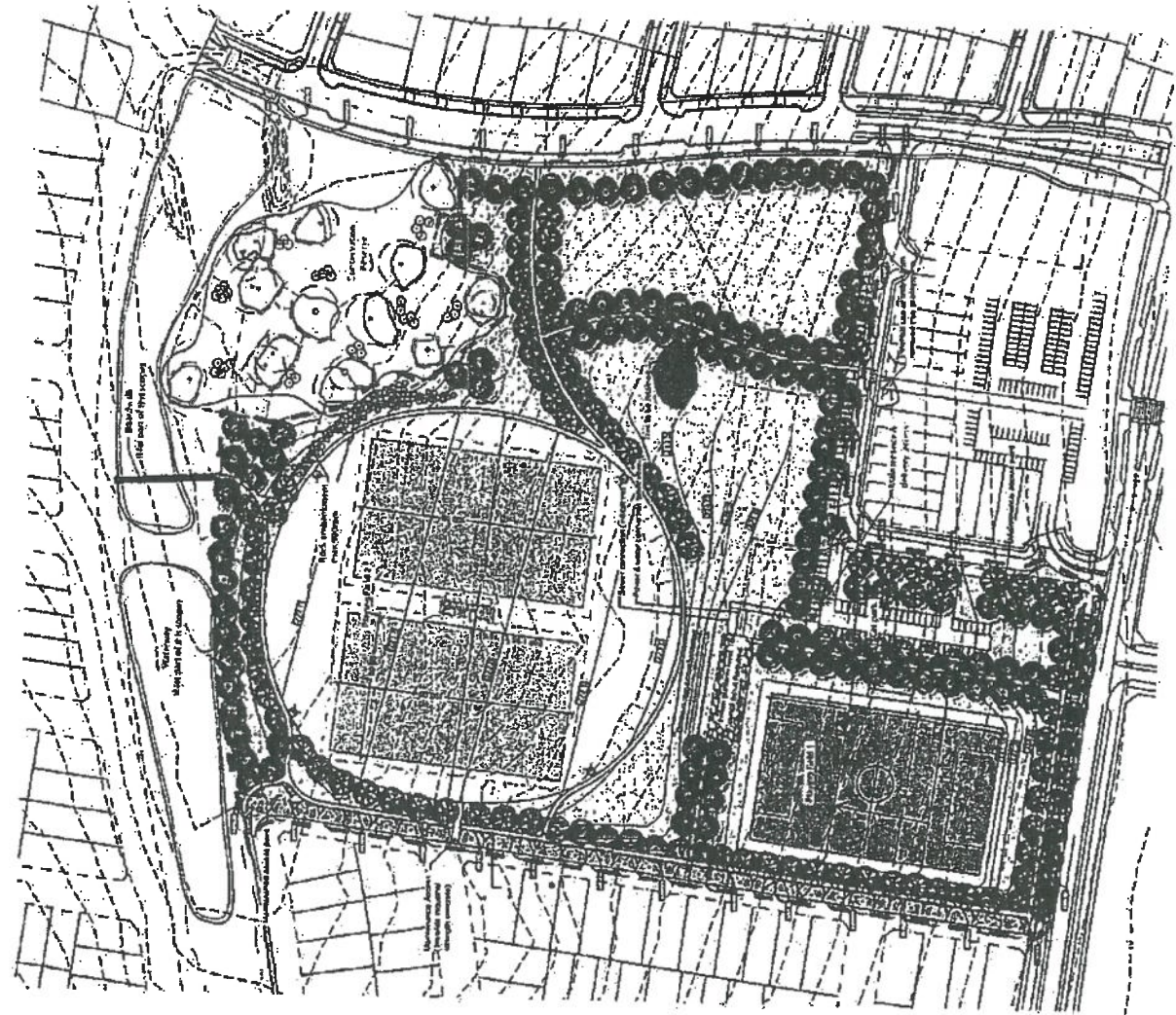
- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure A is available for inspection at Council's offices during normal hours upon giving of reasonable notice.

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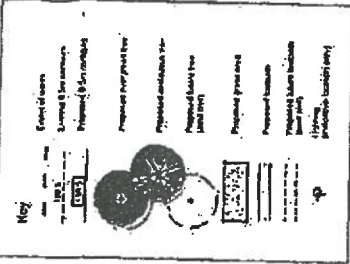
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**Legend Aston Estate**

- 1. Highways (Red)
- 2. Access roads - shown as grey lines with a dashed center line
- 3. Parking (Blue)
- 4. Cycle paths
- 5. Public Open Space
- 6. Proposed buildings
- 7. Proposed roads
- 8. Proposed landscaping
- 9. Proposed trees
- 10. Proposed water features
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GblA

**PEET**

Plot 1000  
1:1000  
P. 12/10

Aston Estate Couplatum  
District Park  
Stage 1 Masterplan

LOT 1

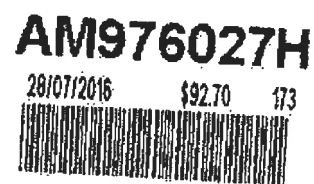
**Annexure B – Stage 1A Plans - Cut/Fill Areas (Sheets 1 and 2) and Cut or Fill  
Depth Polygons (Sheets 1 and 2)**

The plan which is Annexure B has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

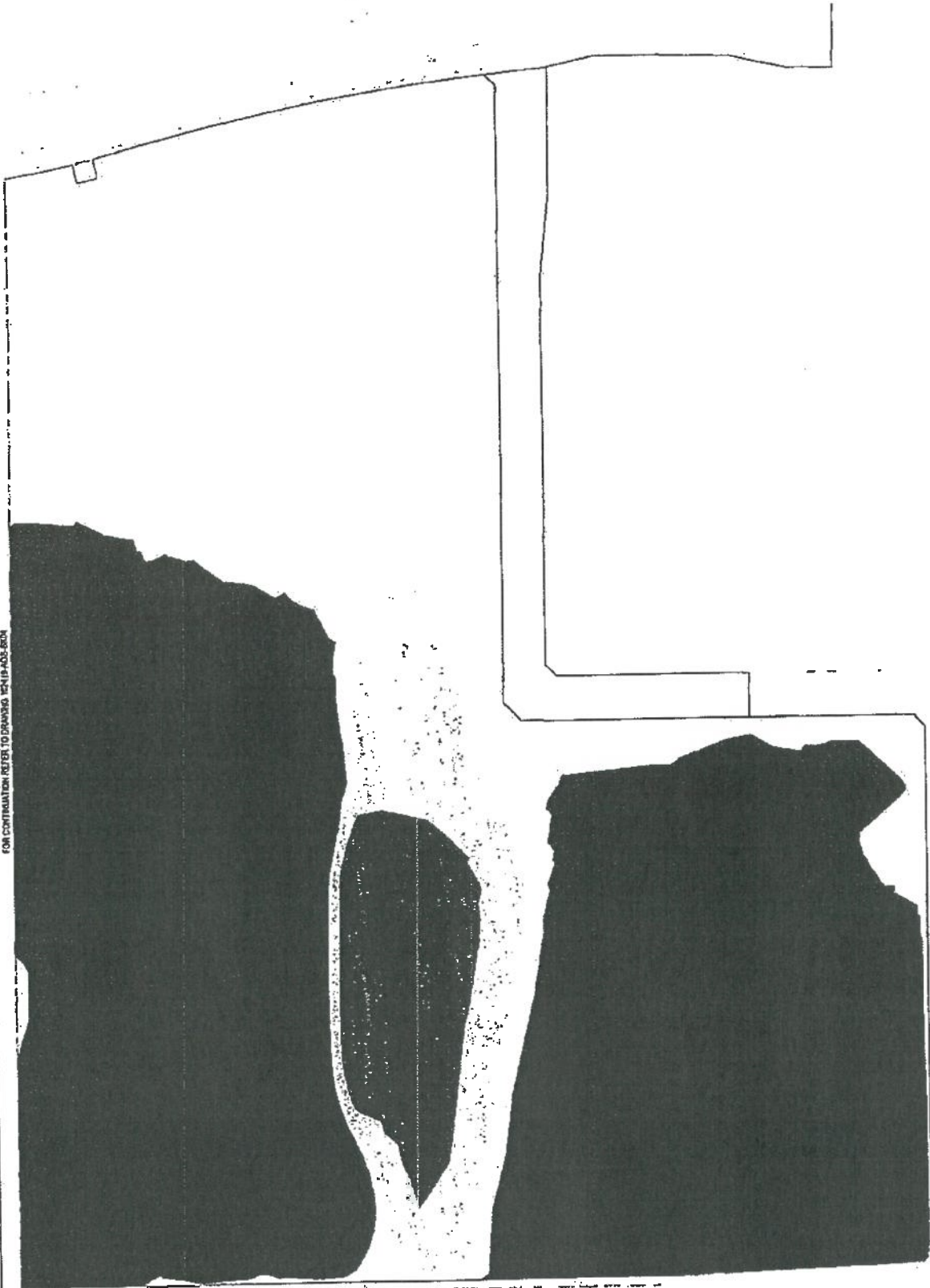
- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure B is available for inspection at Council's offices during normal hours upon giving of reasonable notice.





FOR CONTINUATION REFER TO DRAWING TKN18-403-800



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		ASTON ESTATE ACTIVE OPEN SPACE - STAGE 1A HALLAM CITY COUNCIL	
SHEET NO. 10/19/2016	SHEET NO. 10/19/2016	SHEET NO. 10/19/2016	SHEET NO. 10/19/2016
PRELIMINARY NOT FOR CONSTRUCTION		PRELIMINARY NOT FOR CONSTRUCTION	
PREPARED BY ASTONPEET CONSULTANTS PTY LTD 10/19/2016		CHECKED BY ASTONPEET CONSULTANTS PTY LTD 10/19/2016	
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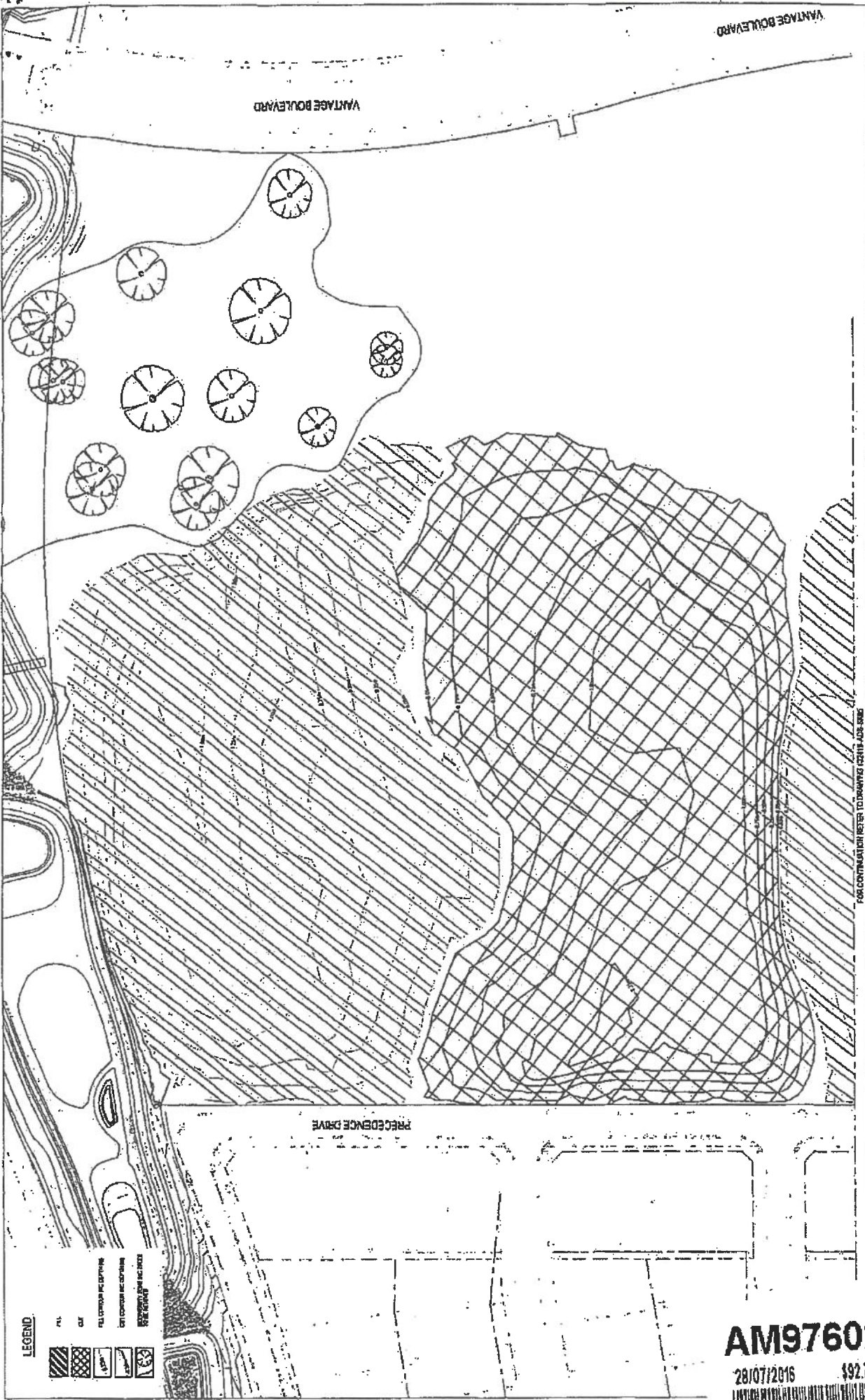
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**LEGEND**

- FULL VEGETATION (NO CUTTING)
- CUT VEGETATION (NO CUTTING)
- FULL VEGETATION (NO CUTTING)
- CUT VEGETATION (NO CUTTING)
- 1.0m
- 2.0m

<p>PROJECT: ASTON ESTATE ACTIVE OPEN SPACE - STAGE 1A          ISSUE: PRELIMINARY          DATE: 28/07/2016</p>		<p>PROJECT NO: 102119-AOS          DRAWING NO: SK06          SHEET NO: D</p>	
<p>PREPARED BY: MERHARDT          DRAWN BY: MERHARDT          CHECKED BY: MERHARDT          DATE: 28/07/2016</p>		<p>SCALE: 1:1000          PROJECT LOCATION: 102119-AOS</p>	
<p>FOR CONTINUATION REFER TO DRAWING 102119-AOS-SK05</p>		<p><b>astonPEET</b>          crängleburt</p>	
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AL833235J



maintaining publicity searchable registers and indexes.

# 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: 9258 3555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:XE:A01C:6080809  
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 11525 Folio 398 and Volume 11476 Folio 739

*now = 11566-967 to 11567-006 (B.I.)*

Authority: Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria + 11568-480 to 516 (B.I.)  
*07/3/15*

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: .....

*[Handwritten Signature]*  
MICHAEL SHARP

Name of officer: .....

Position Held: .....

MANAGER STRATEGIC PLANNING

Date: .....

16/4/15

**AL833235J**

22/04/2015 \$116.50 173



Dated **16 APRIL 2015**

## **Planning agreement**

**575 Craigieburn Road, Craigieburn**

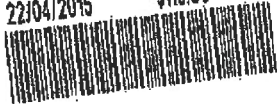
**Net Gain Offset Management Plan**

Parties

**Hume City Council**

**Peet Craigieburn Pty Limited**  
ACN 100 290 640

Norton Rose Fulbright Australia  
485 Bourke Street  
Melbourne 3000  
Tel: +61 (0)3 8686 6713  
[www.nortonrosefulbright.com](http://www.nortonrosefulbright.com)  
Our ref: SGM/AAG/2693934

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Agreement dated

16 APRIL

2015

**Parties**

**Hume City Council**  
of 1079 Pascoe Vale Road, Broadmeadows, Victoria  
(Council)

**Peet Craigieburn Pty Limited ACN 100 290 640**  
of Level 7, 200 St Georges Terrace, Perth, Western Australia  
(Owner)

### Recitals

- A** Council is the responsible authority that is responsible for the administration and enforcement of the Hume Planning Scheme (Planning Scheme) pursuant to the provisions of the Act.
- B** The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.
- C** Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 17 of the Planning Permit.
- D** As at the date of this Agreement, the Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E** The Parent Title is located within the Craigieburn R2 precinct which is located within the Urban Growth Zone – Schedule 1 to which the Craigieburn R2 Precinct Structure Plan and the Craigieburn R2 Native Vegetation Precinct Plan (NVPP), both incorporated documents, apply.
- F** The NVPP provides for habitat zones HZ22 and HZ23 to be retained. The NVPP permits the removal of habitat zone HZ24 on the Parent Title, subject to the provision of an offset.
- G** It is proposed that Habitat Zone HZ22 and Habitat Zone HZ23 be utilised as offset sites in relation to the removal of habitat zone HZ24 (Offset Sites).
- H** The Net Gain Offset Management Plan for the Parent Title and the Offset Sites dated October 2013 prepared by Ecology Partners Pty Ltd was approved by Council on 14 March 2014.
- I** On 11 October 2011, the Department of Sustainability and Environment confirmed that the mapping in the NVPP as it relates to all three habitat zones is incorrect and that it is satisfied that the net gain for the removal of Habitat zone HZ24 would be achieved through the protection of Habitat Zone HZ22 and Habitat Zone HZ23 only.
- J** The Parent Title has been subdivided and Habitat Zone HZ23 is now located within a Reserve.
- K** Habitat Zone HZ22 will vest in Council as part of the vesting of the Project OS04 Land no later than 31 March 2016 as required by the OS04 Agreement.
- L** The parties enter into this Agreement:
- (1) to give effect to the Planning Permit;



- (2) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Parent Title.

## It is agreed

### 1 Definitions and interpretation

#### 1.1 Definitions

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

- (1) **Act** means the *Planning and Environment Act 1987*.
- (2) **Administration Fee** means a fee payable to Council by the Owner for the administration of the management of the Offset Management Plan equal to 10 per cent of the Management Costs.
- (3) **Agreement** means this agreement.
- (4) **Claims** includes any claim, proceeding, action, demand or suit (including by way of contribution or indemnity) at Law or in equity including for breach of contract, by statute (to the extent permitted by Law); in tort for negligence or otherwise (including negligent misrepresentation), for strict liability or restitution.
- (5) **Completion Date** means:
- (a) if Council does not accept Early Management Responsibility, the date on which the Management Period ends; or
- (b) if Council does accept Early Management Responsibility, the Handover Date.
- (6) **Contractor** means the contractor or contractors engaged by the Owner to carry out the Offset Work.
- (7) **Council** means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.
- (8) **Damages or Loss** means damages or loss of any kind, including death or personal injury, however caused (including, but not limited to, the negligence of a Protected Party) sustained, incurred or suffered by:
- (a) the Owner; or
- (b) a Third Party,
- in connection with this Agreement.
- (9) **Early Management Responsibility** means the acceptance by Council, prior to the end of the Management Period, of the responsibility to manage the Offset Sites in accordance with the Offset Management Plan.
- (10) **Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.



- (11) **Habitat Zone HZ 22** means that part of the Parent Title where part of the native vegetation offset is to be achieved and which is identified and delineated in the Offset Management Plan as 'HZ22' or the like.
- (12) **Habitat Zone HZ 23** means that part of the Parent Title where part of the native vegetation offset is to be achieved and which is identified and delineated in the Offset Management Plan as 'HZ23' or the like.
- (13) **Handover Date** means the date that Council agrees to accept the responsibility to manage the Offset Sites in accordance with the Offset Management Plan.
- (14) **Land** means part of the land situated at 575 Craigieburn Road, Craigieburn being the land referred to in Certificate of Title Volume 11525 Folio 398, being Lot Q on PS702823Q and Certificate of Title Volume 11476 Folio 739, being Lot R on PS711344C, and any reference to the Land includes any Lot created by the subdivision of the Land or any part of it.
- (15) **Landscape Plan** means the Landscape Plan submitted to, and approved by, Council in accordance with condition 24 of the Planning Permit.
- (16) **Landscape Works** means the works necessary to complete the Landscaping to the satisfaction of Council and any works necessary or convenient to implement works in accordance with plans approved by Council.
- (17) **Landscaping** means the landscaping of the Reserve as shown in the Landscape Plan.
- (18) **Lot** has the same meaning as in the *Subdivision Act 1998*.
- (19) **Management Actions** means the management actions set out in section 4.4 and Tables 8 and 9 of the Offset Management Plan.
- (20) **Management Costs** means the costs payable to Council by the Owner to meet Council's costs of implementing and complying with the Offset Management Plan from the Handover Date until the end of the Management Period.
- (21) **Management Period** means 10 years from the OMP Commencement Date.
- (22) **Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Land or any part of it.
- (23) **Native Vegetation Offset** means the vegetation offset to be achieved by implementing and complying with the Offset Management Plan.
- (24) **NVPP** has the meaning given in Recital E.
- (25) **Offset Sites** means Habitat Zone HZ22 and Habitat Zone HZ23.
- (26) **Offset Work** includes the Management Actions and any other thing which is expressly or impliedly required by the Offset Management Plan to be done to achieve the Performance Targets or otherwise implement or comply with the Offset Management Plan.
- (27) **Offset Management Plan** means the Offset Management Plan entitled "Net Gain Offset Management Plan for 575 Craigieburn Road, Craigieburn, Victoria" prepared by Ecology Partners Pty Ltd, dated October 2013 as approved by Council in accordance with condition 16 of the Planning Permit on 14 March 2014 or such other plan approved in writing by Council.





- (28) **OMP Commencement Date** means the later of:
- (a) the commencement date of this Agreement; or
  - (b) the date on which Council receives written notice that fencing has been erected around the perimeter of the Offset Sites as required by the Offset Management Plan.
- (29) **OS04 Agreement** means the agreement entered into between Council and Peet Craigieburn Pty Limited ACN 100 290 640 on 3 June 2013 and recorded on the title to the Land in dealing number AK382843D.
- (30) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession.
- (31) **Owner's Obligations** includes the specific obligations of the Owner set out in clause 4 and the further obligations of the Owner set out in clause 6.
- (32) **Parent Title** means the land in respect of which Council issued the Planning Permit being the land referred to in Certificate of Title Volume 11468 Folio 552, being Lot L on PS718118Y.
- (33) **Party or Parties** means the Parties to this Agreement.
- (34) **Performance Targets** means the key performance targets set out in column 6 of Tables 8 and 9 of the Offset Management Plan.
- (35) **Planning Permit** means planning permit No. 14911, as amended from time to time, issued on 25 March 2011, authorising a staged multi lot subdivision of the Parent Title and creation of an access road onto a Road Zone Category 1 in accordance with the Endorsed Plan.
- (36) **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- (37) **Precinct Structure Plan** means the Craigieburn R2 Precinct Structure Plan, Craigieburn R2 Native Vegetation Precinct Plan and Craigieburn R2 Development Contributions Plan, as incorporated within the Planning Scheme.
- (38) **Project OS04 Land** has the same meaning as in the OS04 Agreement.
- (39) **Protected Party** means Council, the Council's officers, employees, agents, contractors and invitees.
- (40) **Reserve** means:
- (a) reserve 1 on plan of subdivision PS711344C; and
  - (b) any other reserve created by the subdivision of the Parent Title containing Habitat Zone HZ22 being that part of the Parent Title which includes Habitat Zone HZ22 and which is identified and delineated on a plan of subdivision as 'reserve' or the like.
- (41) **Residential Lot** means a lot which in the opinion of Council is of a size and dimensions such that it is intended to be developed as a housing lot without further subdivision.



- (42) **Superlot** means a Lot which is not a Residential Lot.
- (43) **Third Party Claim** means a Claim for Damages or Loss made by a Third Party.

## **2 Interpretation**

In this Agreement, unless the context indicates otherwise:

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes all other genders.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (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.
- (5) 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.
- (6) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (7) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (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 Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.
- (9) Any reference to clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.
- (10) 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.

## **3 Access Licence**

### **3.1 Grant of Licence**

- (1) To enable the Owner to carry out its obligations under this Agreement, Council grants to the Owner and the Contractor a non-exclusive licence to enter and occupy the Reserve for the sole purpose of enabling the Owner to carry out the Offset Work and the Landscape Works in accordance with this Agreement.
- (2) The licence granted under clause 3.1(1):
- (a) will commence:
- (i) in the case of an existing Reserve, on the date this Agreement commences; and

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- (ii) in the case of a new Reserve, on the date that Reserve vests in Council;
  - (b) will expire on the Completion Date;
  - (c) does not entitle the Owner or the Contractor to exclusive possession of any part of the Reserve; and
  - (d) does not constitute any grant by the Council of a proprietary interest in the Reserve.
- (3) The Owner and the Contractor may only use that part of the Reserve which they access pursuant to the licence for the purpose specified in clause 3.1(1).

### **3.2 Access for Council**

The Owner acknowledges that during the term of the licence granted under clause 3.1(1), while it is carrying out any Offset Work or Landscape Works:

- (1) the Owner is responsible for obtaining and maintaining access to the Reserve;
- (2) the Owner is responsible for the safety and security of the Reserve and any other person who enters the Reserve; and
- (3) any Council officers and any invitee, contractor, employee or agent of the Council may access the Reserve at any time upon complying with the Owner's reasonable occupational health and safety requirements.

## **4 Specific obligations of the Owner**

### **4.1 Superlot**

The Owner covenants and agrees that, until the Owner has complied with all of the Owner's obligations, any subdivision of the Land must result in the creation of a Superlot in addition to any other lots or reserves that may be created by the subdivision.

### **4.2 Offset Management**

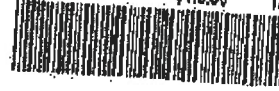
- (1) The Owner covenants and agrees that it must either:
  - (a) implement and comply with the Offset Management Plan in accordance with clause 4.3 of this Agreement; or
  - (b) pay to Council the:
    - (i) Management Costs to Council's satisfaction; and
    - (ii) an Administration Fee,associated with Council accepting Early Management Responsibility under clause 5 of this Agreement.

### **4.3 Implementation of Offset Management Plan**

- (1) The Owner must enter the Reserves as required and implement and comply with all provisions, requirements and recommendations contained in the Offset Management Plan:

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- (a) at the full cost of the Owner;
  - (b) within the timeframes and in the manner set out in the Offset Management Plan;
  - (c) for the Management Period; and
  - (d) to the satisfaction of Council.
- (2) In the event the Offset Management Plan does not specify a timeframe for carrying out any provision, requirement or recommendation, the provision, requirement or recommendation must:
- (a) be carried out without delay, having regard to any seasonal requirements or relevant climatic conditions; and
  - (b) continue to be carried out for the Management Period,
- to the satisfaction of Council.
- (3) Except with the prior written consent of Council, the Owner must engage a suitably qualified ecological consultant to supervise the implementation of, and compliance with, the Offset Management Plan.

#### 4.4 Landscaping

The Owner must complete the Landscaping:

- (a) at the full cost of the Owner;
- (b) in accordance with the Landscape Plan; and
- (c) to the satisfaction of Council.

#### 4.5 Offset site requirement

The Owner covenants and agrees that:

- (1) the vesting of any Offset Site is to be in addition to the requirement of the Planning Permit and the Precinct Structure Plan to provide public open space; and
- (2) if an Offset Site is located within a larger lot that is provided to Council to meet the public open space requirements of the Planning Permit and the Precinct Structure Plan, the area of the Offset Site will not be considered public open space for the purposes of the Planning Permit and the Precinct Structure Plan.

#### 4.6 No claims

The Owner must not pursue any Claims against any Protected Party for Damages or Loss arising out of, or connected with, the performance by the Owner of its obligations under this Agreement.

#### 4.7 Indemnity

The Owner must indemnify and hold harmless any Protected Party against any Third Party Claims arising out of, or connected with, the performance by the Owner, of its obligations under this Agreement.

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**5 Early Management Responsibility**

The Parties agree that:

**5.1 Request for Early Management Responsibility**

- (1) Upon receipt of a written request from the Owner, Council:
  - (a) may agree to accept Early Management Responsibility; and
  - (b) is not required to accept Early Management Responsibility.
- (2) If Council agrees to accept Early Management Responsibility, Council will:
  - (a) determine the Management Costs to its satisfaction; and
  - (b) notify the Owner in writing of the Handover Date and the Management Costs.
- (3) Upon receipt of notification of the Handover Date and the Management Costs, the Owner must, before the Handover Date, pay the Management Costs determined under clause 5.1(2)(a) and the Administration Fee to Council.

**5.2 Further implementation of Offset Management Plan**

After the Owner has paid Council the:

- (1) Management Costs; and
- (2) Administration Fee,

from the Handover Date, the Owner will no longer be required to implement and ensure compliance with the provisions, requirements and recommendations contained in the Offset Management Plan, and there will have been full compliance with the Owner's Obligations in relation to the Offset Site to which the Management Costs relate.

**6 Further obligations of the Owner**

The Owner further agrees that:

**6.1 Notice**

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

**6.2 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- (1) preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- (2) preparing, drafting, finalising and recording any amendment to this Agreement; and
- (3) preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

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**6.3 Interest for overdue money**

- (1) The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- (2) If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**6.4 Notification of compliance with Owner's Obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

**6.5 Insurance**

- (1) In order to provide the indemnity required by clause 4.7, before the Offset Work commences, the Owner must ensure that a public liability insurance policy is effected and maintained, for a limit of indemnity of \$20,000,000 for any one claim, indemnifying all Third Party Claims arising out of, or in connection with, this Agreement.
- (2) The Owner must:
  - (a) ensure that Council is named as an insured in respect of the insurance policy required by clause 6.5(1);
  - (b) ensure that the insurance referred to in clause 6.5(1) is maintained until the Completion Date; and
  - (c) provide evidence to the satisfaction of Council:
    - (i) prior to the commencement of the Offset Work; and
    - (ii) if requested by Council, at any time before the Completion Date,that the insurance policy required by clause 6.5(1) has been obtained and remains current.

**7 Further assurance**

- 7.1 The Parties must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.
- 7.2 The Owner consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:
  - (1) sign any further agreement, acknowledgment or document; and
  - (2) obtain all necessary consents to enable the recording to be made.

**8 Agreement under section 173 of the Act**

The parties acknowledge and agree that this Agreement is made 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 a condition subject to which the Land may be used and developed for specified purposes.



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**9 Owner's warranties**

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

**10 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.

**11 Goods and services tax**

**11.1 Definitions**

In this clause:

- (1) words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (2) GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*.

**11.2 GST exclusive**

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

**11.3 Increase in Consideration**

If GST is payable in respect of any supply made by a supplier under this Agreement (GST Amount), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

**11.4 Payment of GST**

Subject to clause 11.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

**11.5 Tax Invoice**

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 11.4.

**11.6 Reimbursements**

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (1) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (2) if the payment or reimbursement is subject to GST, an amount equal to that GST.

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**11.7 Adjustment events**

If an adjustment event occurs in relation to a taxable supply under this Agreement:

- (1) the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
- (2) any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

**12 General matters**

**12.1 Service of notice**

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

- (1) by delivering it personally on that Party; or
- (2) by sending it by pre paid post, addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (3) by sending it by facsimile or email provided that a communication sent by facsimile or email shall be confirmed immediately in writing by the sending Party by hand delivery or pre paid post.

**12.2 Time of service**

A notice or other communication is deemed served:

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

**12.3 No waiver**

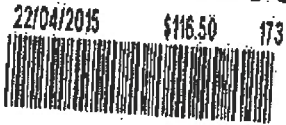
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this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

**12.4 Jurisdiction**

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



AL833235J



**12.5 Severability**

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

**12.6 No fettering of Responsible Authority's powers**

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

**13 Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date that Council executes the Agreement.

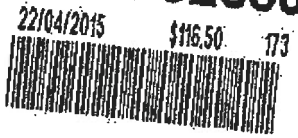
**14 Ending of Agreement**

14.1 This Agreement will end when the Owner has complied with all of the Owner's Obligations.

14.2 Except in the case of a Superlot, this Agreement will end in respect of a Lot when the plan of subdivision creating that Lot is registered.

14.3 If this Agreement has been recorded on the title to the Land, once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the agreement ending with respect to that part of or all of the Land, following a request from the Owner and at the cost of the Owner, promptly complete and execute all documents necessary to notify the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

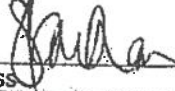
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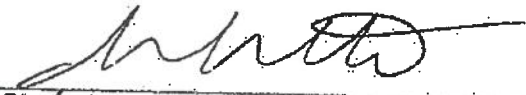
**Executed by the parties as a deed.**

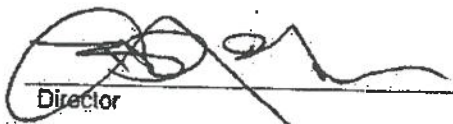
Signed by and on behalf, and with the authority of the **Hume City Council** by Michael Sharp, Manager Strategic Planning, in the exercise of a power conferred by an Instrument of Delegation, in the presence of:

  
\_\_\_\_\_  
Witness

Sarah Kennohan  
\_\_\_\_\_  
Name of Witness (please print)

Executed by **Peet Craigleburn Pty Ltd** ACN 100 290 640 in accordance with section 127 of the *Corporations Act 2001*:

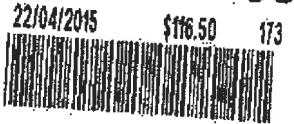
  
\_\_\_\_\_  
Director/company secretary

  
\_\_\_\_\_  
Director

**DOMENICO SCAFETTA**  
\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

**BRENDAN DAVID GORE**  
\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

AL833235J

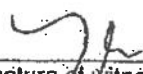


**Mortgagee's Consent**

ANZ Fiduciary Services Pty Ltd as Mortgagee of registered Mortgage No. AH739084N 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 Mortgagee:**

Signed, sealed and delivered by ANZ  
Fiduciary Services Pty Ltd in the presence  
of:

  
\_\_\_\_\_  
Signature of witness

**Long Do**  
\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

**L12, 100 QUEEN ST MELBOURNE**  
\_\_\_\_\_  
Address of witness  
**VIC 3000**

  
\_\_\_\_\_  
**GEHAN FERNANDO**



# Imaged Document Cover Sheet

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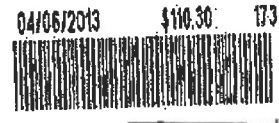
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**Application by a Responsible Authority for the making of a Recording of an Agreement**  
Section 181 Planning and Environment Act 1987

**AK382843D**



Form 18

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: TGM:TED:6000018  
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.

11420 343  
Land: Volume ~~14387~~ Folio ~~283~~

Responsible Authority: Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, 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

Date: 3 June 2013

Signature for Responsible Authority:

Name of officer:

Position held:

  
Michael Sharp

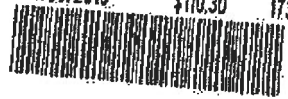
Manager Strategic Planning

**AK382843D**

04/06/2013

\$110.30

173



Dated 3 June 2013

## **Planning agreement**

**Craigieburn R2 Precinct Structure Plan**

**OS04, Southern Active Playing Field Land**

Parties

**Hume City Council**

**Peet Craigieburn Pty Limited**  
ACN 100 290 640

Norton Rose Australia  
485 Bourke Street  
Melbourne 3000  
Tel: +61 (0)3 8686 6713  
[www.nortonrose.com](http://www.nortonrose.com)  
Our ref: SGM/AAG/2693934

AK382843D

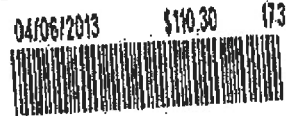
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AK382843D



Agreement dated 3 June 2013

**Parties**

**Hume City Council**  
of 1079 Pascoe Vale Road, Broadmeadows, Victoria  
(Council)

**Peet Craigieburn Pty Limited ACN 100 290 640**  
of Level 7, 200 St Georges Terrace, Perth, Western Australia  
(Owner)

### Recitals

- A** Council is the responsible authority that is responsible for the administration and enforcement of the Hume Planning Scheme (Planning Scheme) pursuant to the provisions of the Act.
- B** Council is also the collecting agency and the development agency under the 'Craigieburn R2 Precinct Development Contributions Plan' (DCP), which is incorporated into the Planning Scheme, for the purposes of section 46H of the Act.
- C** Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- D** The Owner is the registered proprietor of an estate in fee simple of the Land.
- E** The Land is subject to a registered mortgage in favour of ANZ Fiduciary Services Pty Ltd (number AH739084N) (the Mortgagee). The Mortgagee has consented to the Owner entering into this Agreement.
- F** The Land is located within the Craigieburn R2 precinct which is located within the Urban Growth Zone – Schedule 1 to which the Craigieburn R2 Precinct Structure Plan applies and is also subject to Development Contributions Plan Overlay Schedule 1 (DCPO1) under the Planning Scheme. DCPO1 applies the DCP to the Land.
- G** The DCP sets out the contributions expected from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.
- H** The DCP provides that:
- (1) where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by developers with a Credit being provided to the developer against their development contribution liability;
  - (2) if the collecting agency agrees to works and/or provision of land in lieu of the payment of the infrastructure levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements; and
  - (3) that Project OS04 may be provided as land in lieu.
- I** Council has determined that the Owner may provide Project OS04 in the DCP with a Credit being provided to the Owner against its development contribution liability.





- J Clause 4.5(3) of the Project RD03 Section 173 Agreement provides that the Owner must pay Levies in cash for subsequent Stages once the Levies payable in relation to a Stage exceed the amount of Credit remaining.
- K Council and the Owner agree that notwithstanding Clause 4.5(3) of the Project RD03 Section 173 Agreement, Credits can be applied for subsequent Stages under this Agreement instead of cash.
- L The parties enter into this Agreement to facilitate the requirements referred to in the Recitals.

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

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

- (1) **Act** means the Planning and Environment Act 1987.
- (2) **Agreed Land Value** means the amount set out in clause 4.1 which is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed in writing by Council. *Handwritten: 4.1, 2F, US, RP, DA, CP*
- (3) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
- (4) **Certification** means certification by the responsible authority under the Subdivision Act 1988.
- (5) **Combined Credit** means the Credit and any credits allowed under the Project RD03 Section 173 Agreement.
- (6) **Community Infrastructure Levy** means the community infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP.
- (7) **Council** means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or acting as the collecting agency for the purposes of section 46H of the Act and includes its agents, officers, employees, servants, workers and contractors.
- (8) **Credit** means a credit against the Levies payable as described in clause 4.
- (9) **DCP** means the Craigieburn R2 Precinct Development Contributions Plan, being an incorporated document in the Planning Scheme.
- (10) **Development Infrastructure Levy** means the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP.
- (11) **GAIC** means the Growth Areas Infrastructure Charge under the Act.



- (12) **GST Act** means the New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.
- (13) **Land** means the land described in Certificate of Title Volume <sup>11420</sup> ~~14387~~ Folio ~~289~~, being Lot ~~D~~ on Plan of Subdivision ~~641096H~~, <sup>343 G 711340L</sup>
- (14) **Levies** means the Community Infrastructure Levy and the Development Infrastructure Levy.
- (15) **Lot** means a lot that is intended to be developed with a dwelling and not further subdivided.
- (16) **Mortgagee** means the person described in Recital E.
- (17) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession.
- (18) **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- (19) **Project OS04** means the provision of the Project OS04 Land.
- (20) **Project OS04 Land** means that part of the Land for the southern active playing field 3 with a total unencumbered area of 8.38 hectares, as described in the DCP and as generally shown in the Southern Hub at Plan 10 of the PSP.
- (21) **Project RD03 Section 173 Agreement** means the agreement between Council and the Owner dated 29 March 2012 made pursuant to section 173 of the Act in relation to Project RD03 as described in the DCP.
- (22) **PSP** means the Craigieburn R2 Precinct Structure Plan, being an incorporated document in the Planning Scheme.
- (23) **Stage** is a reference to a stage of subdivision of the Land.
- (24) **Statement of Compliance** means a statement of compliance issued under the Subdivision Act 1988.
- (25) **Tribunal** means the Victorian Civil and Administrative Tribunal.
- (26) **Valuation** means the valuation of the Project OS04 Land as at 1 July 2012 procured by the Council and valued by Bill Katsianis (Qualified Valuer) in accordance with clause 3.1.6 of the DCP.

## 2 Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.



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

### **3 Land in lieu**

- 3.1 The Owner agrees that it must vest the Project OS04 Land in Council for no consideration to the reasonable satisfaction of Council.
- 3.2 The Project OS04 Land is not required to be vested in Council prior to 1 February 2016, but must be vested in Council prior to 31 March 2016.
- 3.3 Council may:
  - (1) at its absolute discretion extend the date set out in clause 3.2 or
  - (2) refuse to issue any Statements of Compliance in respect of the subdivision of the Land until the Project OS04 Land has vested in Council to the satisfaction of Council.
- 3.4 The Owner agrees that the plan of subdivision which includes the Project OS04 Land will vest the Project OS04 Land in Council as a reserve upon registration of the Stage which creates that reserve.
- 3.5 After the Owner vests the Project OS04 Land in Council:
  - (1) the Council will grant to the Owner (and its agents, consultants and contractors) an exclusive fee free right to access the Project OS04 Land for the purpose of constructing projects identified in the DCP, until the projects identified in the DCP have reached practical completion or any maintenance period after practical completion has ended.
  - (2) the Owner, when accessing the Project OS04 Land in accordance with this Agreement will comply and ensure that its agents, consultants and contractors comply with all relevant laws and the reasonable requirements and directions of Council, including in relation to occupational health and safety.

**4 Credit**

- 4.1 Council agrees that it will, upon commencement of this agreement, allow the Owner a Credit equal to \$3,750,000.
- 4.2 The parties agree that the amount of the Credit identified in clause 4.1 represents the value of the Project OS04 Land identified in the DCP adjusted in accordance with the Valuation and will not be adjusted further.
- 4.3 Council agrees that the Owner will not be required to pay the Levies in cash until the Combined Credit has been exhausted, determined as set out in clause 4.4.
- 4.4 Prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (1) calculate the Levies payable for such Stage/s as at that date; and
  - (2) deduct the amount calculated under 4.4(1) from the Combined Credit until the Combined Credit has been exhausted.
- 4.5 When the amount of the Levies payable in relation to a Stage/s exceeds the amount of the Combined Credit remaining:
- (1) Council must notify the Owner in writing that the Combined Credit has been exhausted;
  - (2) in relation to that Stage/s, the Owner must pay in cash an amount equal to the amount of the Levies payable in relation to that Stage/s that exceeds the amount of Combined Credit remaining prior to the issue of a Statement of Compliance; and
  - (3) in relation to subsequent Stages, the Owner must pay the Levies in cash prior to the issue of a Statement of Compliance.

**5 Provision of information by Owner**

- 5.1 The Owner must include in an application for a planning permit for subdivision the following information in relation to the proposed subdivision:
- (1) the net developable hectares included in the Stage/s;
  - (2) the Levies payable in relation to the Stage/s;
  - (3) the amounts previously deducted from the Credit on a per-Stage basis;
  - (4) the amount of Credit to be deducted in relation to the Stage/s; and
  - (5) the amount of Credit remaining following deduction in relation to the Stage/s,
- to the satisfaction of Council.
- 5.2 The Owner must confirm or update the information set out in clause 5.1:
- (1) prior to certification of the plan of subdivision under the Subdivision Act 1988; and
  - (2) prior to the issue of a Statement of Compliance for the plan of subdivision;



## 6 Agreed Land Value

Council and the Owner agree that:

- 6.1 the Agreed Land Value is intended to replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of Project Land; and
- 6.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Project Land.

## 7 Further obligations of the Owner

The Owner further agrees that:

### 7.1 Notice

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

### 7.2 Council's costs to be paid

The Owner must pay immediately on demand the reasonable costs of Council of and incidental to the preparation and execution of this Agreement. Those costs are and remain a charge on the Land until paid.

## 8 Further assurance

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

## 9 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made 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 a condition subject to which the Land may be used and developed for specified purposes.

## 10 Owner's warranties

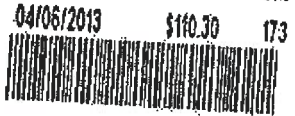
Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

## 11 Planning objectives

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



AK382843D



## 12 Goods and services tax

### 12.1 Definitions and expressions

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

### 12.2 Liability to pay any GST

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

### 12.3 Costs

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

### 12.4 Tax Invoice

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

## 13 GAIC

13.1 All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

13.2 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 13.1 from GAIC liability.

## 14 General matters

### 14.1 Service of notice

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

### 14.2 Time of service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;



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

#### 14.3 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 judgement 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.

#### 14.4 Jurisdiction

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

#### 14.5 Severability

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

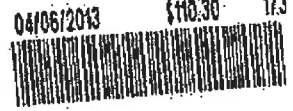
#### 14.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of Council or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 13.6(2) and 13.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

#### 14.7 No fettering of Council's powers

The parties acknowledge and agree 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 Land or relating to any use or development of the Land.

**AK382843D**



**15 Commencement of Agreement**

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

**16 Amendment**

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

**17 Counterparts**

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

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

**18 Ending of Agreement**

18.1 This Agreement will end when:

- (1) Council has given notice under clause 4.5 that the Credit has been exhausted; and
- (2) the Owner has complied with all of the Owner's obligations under this Agreement,

or otherwise by agreement between the parties in accordance with section 177(2) of the Act.

18.2 As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's costs, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement.



AK382843D

04/06/2013 \$110.30 173



Executed by the parties as a deed.

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

~~Chief Executive Officer~~

~~Councillor~~

Executed by Peet Craigieburn Pty Limited by its duly authorised attorneys

KATE BRAMBROOK

Senior Development Manager – Level 2 Attorney

and

Tony Gallagher - General Manager, Development – Level 1 Attorney

under Power of Attorney dated 3<sup>rd</sup> December 2010 in the presence of

[Signature]  
Signature of Witness

BROOKE FORMOSA  
Name of witness

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 23 day of May, 2013 in the presence of:

COUNCILLOR ..... [Signature] .....

CHIEF EXECUTIVE OFFICER ..... [Signature] .....



**AK382843D**

04/06/2013 \$190.30 173

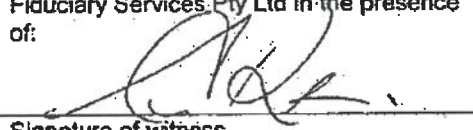


**Mortgagee's Consent**

ANZ Fiduciary Services Pty Ltd as Mortgagee of registered Mortgage No. AH739084N 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 Mortgagee:**

Signed, sealed and delivered by ANZ  
Fiduciary Services Pty Ltd in the presence  
of:

  
\_\_\_\_\_  
Signature of witness

 Long Do  
\_\_\_\_\_

Simon Ruta

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

12/100 Queen Street, Melbourne  
\_\_\_\_\_  
Address of witness



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 18/05/2023 11:48:48 AM

Status	Registered	Dealing Number	AU601300S
Date and Time Lodged	21/07/2021 01:41:08 PM		

### Lodger Details

Lodger Code	22888W
Name	MARIPA & CO.
Address	
Lodger Box	
Phone	
Email	
Reference	163 Elevation Blv Cr

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

11879/497

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

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### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HUME CITY COUNCIL
Signer Name	VINCENT MICHEAL MARIPA
Signer Organisation	VINCENT MICHAEL MARIPA
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 JULY 2021

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### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



# Imaged Document Cover Sheet

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Document Assembled	

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**THIS AGREEMENT** is made the 15<sup>th</sup> day of June 2021

**BETWEEN:**

**HUME CITY COUNCIL** (hereinafter called "the Council")

- AND -

<b>Name/s.</b>	MILAN HOMES PTY LTD
<b>Address.</b>	3 HAWKSTOWE CRES GREENVALE VIC 3059

(hereinafter called 'the owners')

**WHEREAS:**

- A. The owner(s) are entitled to be registered at the Office of Titles as the proprietor(s) of an estate in fee simple in the land described in Certificate of Title as;

<b>Address.</b>	Lot W PS 738896J Vol 11879 Fol 497
<b>No.</b>	163 ELEVATION BVD CRAIGIEBURN VIC 3064

(hereinafter called 'the subject land')

- B. The Council is the Responsible Authority for the enforcement and carrying out of the Hume Planning Scheme (hereinafter called "the Planning Scheme").

- C. The Owners wish to erect a building or other structure over a Council easement on the subject land.

<b>Description of Building.</b>	Foundation element site cut maximum of 250mm over an easement.
---------------------------------	--

- D. The Council has given its consent to the erection of the building on the subject land on the basis that the Owner enter into this agreement with the Council.
- E. The Council and the Owner(s) have agreed that this Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987.

**NOW THE OWNER(S) AGREE AS FOLLOWS:**

1. To permit the Council to enter into and upon the building or other structure and/or the easement for the purpose of inspecting maintaining or repairing any sewer or drain or other works of the Council now laid or which may be hereafter laid by the Council and of constructing any sewer or drain or other works of the Council which may be hereafter laid by the Council.
2. To be solely responsible for all injury, loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection construction maintenance or repair of the said sewer or drain or other works or by reason of or incidental to the presence of the said sewer or drain or other works.
3. To indemnify the Council against all actions claims suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said sewer drain or other works and/or the said easement.
4. To pay to the Council any additional costs incurred by it in inspecting construction maintaining or repairing the said sewer or drain or other works




by reason of the said building or other structure having been erected over such sewer or drain or other works and/or the said easement.



5. Not to sell or mortgage land to which this agreement refers without first disclosing the contents of this Agreement to the purchaser or mortgagee.
6. To ensure that the foundations of the said building or other structure shall be clear of any sewer, drain or other works already in the easement of which may laid in the easement.
7. To construct the floor in a way that the said sewer or drain or other works will be accessible for repair. In case of a concrete floor, slabs over the sewer or drain or other works are to be not greater than 900 x 900 with caneite or bitumen joints 12mm wide running longitudinally on both sides of the slabs which are directly above the pipe of other works.
8. To pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation execution and subsequent registration, amendment or cancellation of the memorandum of this Agreement.
9. The Council and the Owner(s) acknowledge and agree that the obligations imposed upon the Owners hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the said land and by the Owners, the Owners' successors, assignees and transferees, the registered proprietor or proprietors for the time being of the said and every part thereof.
10. An application shall be made by the Council to the Registrar of Titles for the entry of a memorandum of this Agreement on the said Certificates of Title to the said land.

**IN WITNESS WHEREOF** the parties have hereunto set their hands the day and year first hereinbefore mentioned.


**Signed** by and on behalf, and with the authority, of the Hume City Council by Peter Jolly, Municipal Building Surveyor, in the exercise of a power conferred by an Instrument of Delegation:

  
.....  
Peter Jolly, MBS

**SIGNED** by the said

MILAN HOMES PTY LTD	Signature; 
MILAN HOMES PTY LTD	Signature; 

In the presence of:

*Vince May*  


Signature: \_\_\_\_\_

Date: 15 / 6 / 20 21

**37.07**  
31/07/2018  
VC148

## URBAN GROWTH ZONE

Shown on the planning scheme map as **UGZ** with a number (if shown).

### Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

### Application of provisions

#### Part A – No precinct structure plan applies

The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

#### Part B – Precinct structure plan applies

The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

### Precinct structure plan provisions

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

## 37.07-1 Table of uses

14/11/2022  
VC227

### Section 1 – Permit not required

Use	Condition
<b>Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)</b>	
<b>Automated collection point</b>	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
<b>Bed and breakfast</b>	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.



Use	Condition
<b>Dependent person's unit</b>	<p>Must be the only Dependent person's unit on the lot.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
<b>Dwelling (other than Bed and breakfast)</b>	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
<p><b>Grazing animal production</b></p> <p><b>Home based business</b></p> <p><b>Informal outdoor recreation</b></p>	
<b>Poultry farm</b>	<p>Must be no more than 100 poultry (not including emus or ostriches).</p> <p>Must be no more than 10 emus and ostriches.</p>
<b>Primary produce sales</b>	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
<b>Railway</b>	
<b>Rural industry (other than Abattoir and Sawmill)</b>	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose shown listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution:</p> <ul style="list-style-type: none"> <li>▪ The threshold distance, for a purpose listed in the table to Clause 53.10.</li> <li>▪ 30 metres, for a purpose not listed in the table to Clause 53.10.</li> </ul> <p>Must not:</p> <ul style="list-style-type: none"> <li>▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2012.</li> <li>▪ Require a notification under the Occupational Health and Safety Regulations 2017.</li> <li>▪ Require a licence under the Dangerous Goods (Explosives) Regulations</li> </ul>

Use	Condition
	<p>2011.</p> <ul style="list-style-type: none"> <li>Require a licence under the Dangerous Goods (HCDG) Regulations 2016.</li> </ul>
<b>Rural store</b>	<p>Must be used in conjunction with Agriculture.</p> <p>Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres.</p> <p>Must be the only Rural store on the lot.</p>
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01
<b>Section 2 – Permit required</b>	
Use	Condition
<b>Abattoir</b>	
<b>Animal production (other than Grazing animal production, Intensive animal production and Poultry farm)</b>	
<b>Broiler farm - if the Section 1 condition to Poultry farm is not met</b>	Must be no more than 10,000 chickens.
<b>Camping and caravan park</b>	
<b>Car park</b>	Must be used in conjunction with another use in Section 1 or 2.
<b>Cemetery Crematorium</b>	
<b>Dependent person's unit – if the Section 1 condition is not met</b>	Must meet the requirements of Clause 37.07-2.
<b>Display home centre</b>	
<b>Domestic animal boarding</b>	
<b>Domestic animal husbandry (other than Domestic animal boarding)</b>	Must be no more than 5 animals.

<b>Use</b>	<b>Condition</b>
<b>Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met</b>	Must be no more than 2 dwellings on the lot. Must meet the requirements of Clause 37.07-2.
<b>Education centre (other than child care centre) Emergency services facility</b>	
<b>Freeway service centre</b>	Must meet the requirements of Clause 53.05.
<b>Industry (other than Automated collection point and Rural Industry)</b>	
<b>Racing dog husbandry</b>	Must be no more than 5 animals.
<b>Trade supplies Utility installation (other than Minor utility installation and Telecommunications facility) Veterinary centre Warehouse (other than Rural store) Winery Any other use not in Section 1 or 3</b>	

### Section 3 - Prohibited

<b>Use</b>
<b>Accommodation (other than Bed and breakfast, Camping and caravan park, Dependent person's unit, Dwelling, Group accommodation, Host farm and Residential hotel)</b>
<b>Amusement parlour</b>
<b>Brothel</b>
<b>Child care centre</b>
<b>Cinema based entertainment facility</b>
<b>Intensive animal production</b>
<b>Nightclub</b>
<b>Office (other than Medical centre and Real estate agency)</b>
<b>Renewable energy facility</b>
<b>Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)</b>
<b>Saleyard</b>

## Use

### Timber production

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#### 37.07-2 Use of land for a dwelling

01/07/2021  
VC203

A lot used for a dwelling must meet the following requirements:

- Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- Each dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

These requirements also apply to a dependent person's unit.

#### 37.07-3 Subdivision

16/04/2014  
VC111

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

#### 37.07-4 Buildings and works

20/01/2022  
VC205

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
  - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
  - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
  - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.
- A building which is within any of the following setbacks:
  - 100 metres from a road in a Transport Zone 2 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority; and the purpose of the acquisition is for a road.
  - 40 metres from a road in a Transport Zone 3 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is not the acquiring authority.

- 20 metres from any other road.
- 5 metres from any other boundary.
- 100 metres from a dwelling not in the same ownership.
- 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
  - A waterway, wetland or designated flood plain.
  - A dwelling not in the same ownership.
  - A residential zone or urban growth zone where a precinct structure plan applies.

### 37.07-5 Referral of applications

08/08/2019  
VC159

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
  - Display home centre.
  - Education centre.
  - Hospital.
  - Industry.
  - Medical centre.
  - Place of worship.
  - Real estate agency.
  - Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

### 37.07-6 Environmental audit

04/05/2022  
VC210

Before a pre-school centre, primary school or secondary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a pre-school centre, primary school or secondary school commences on potentially contaminated land:

- A preliminary risk screen assessment statement in accordance with the *Environment Protection Act 2017* must be issued stating that an environmental audit is not required for the use or proposed use; or
- An environmental audit statement under Part 8.3 of the *Environment Protection Act 2017* must be issued stating that the land is suitable for the use or proposed use; or
- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* ; or
- A statement of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* stating that the environmental conditions of the land are suitable for the use or proposed use.

The requirement for a preliminary risk screen assessment statement, an environmental audit statement, a certificate of environmental audit or a statement of environmental audit in this provision does not apply to the construction or carrying out of buildings and works, if:

- The buildings and works are associated with an existing pre-school centre, primary school or secondary school,

included in Clause 62.02-1 or 62.02-2, and the soil is not disturbed;

- The buildings and works are required by the Environment Protection Authority or an environmental auditor appointed under the *Environment Protection Act 2017* to make the site suitable for use; or
- The buildings and works are reasonably required by an environmental auditor appointed under the *Environment Protection Act 2017* or the *Environment Protection Act 1970* to undertake a preliminary risk screen assessment or environmental audit.

### **37.07-7 Decision guidelines**

31/07/2018  
VC148

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
  - Any relevant Growth Corridor Framework Plan.
  - Any precinct structure plan being prepared for the area.
  - Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

### **37.07-8 Signs**

31/07/2018  
VC148

Sign requirements are at Clause 52.05. The zone is in Category 3.

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

### **37.07-9 Table of uses**

03/02/2022  
VC199

#### **Use of land**

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

#### **Table of uses**

**Section 1 – Permit not required**

Use	Condition
<b>Any use in Section 1 of a zone applied by the schedule to this zone</b>	<p>Must comply with any condition opposite the use in Section 1 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
<b>Any use specified in the schedule to this zone as a use for which a permit is not required</b>	<p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>

**Section 2 – Permit required**

Use	Condition
<b>Any use in Section 2 of a zone applied by the schedule to this zone</b>	<p>Must comply with any condition opposite the use in Section 2 of the applied zone.</p> <p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
<b>Any use specified in the schedule to this zone as a use for which a permit is required</b>	<p>Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.</p>
<b>Any other use not in Section 1 or 3</b>	

**Section 3 – Prohibited**

Use
<p><b>Any use in Section 3 of a zone applied by the schedule to this zone</b></p> <p><b>Any use specified in the schedule to this zone</b></p>

**37.07-10 Subdivision of land**

23/09/2011  
VC77

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

**37.07-11 Buildings and works**

23/09/2011  
VC77

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

### **37.07-12 Application requirements**

10/06/2008  
VC48

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

### **37.07-13 Exemption from notice and review**

25/05/2017  
VC133

An application under any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act, unless the schedule to this zone specifies otherwise.

### **37.07-14 Decision guidelines**

31/07/2018  
VC148

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

### **37.07-15 Inconsistencies between specific and applied zone provisions**

10/06/2008  
VC48

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

### **37.07-16 Signs**

31/07/2018  
VC148

Sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.



## PROPERTY DETAILS

Address: **163 ELEVATION BOULEVARD CRAIGIEBURN 3064**

Lot and Plan Number: **This property has 16 parcels. See table below**

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

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

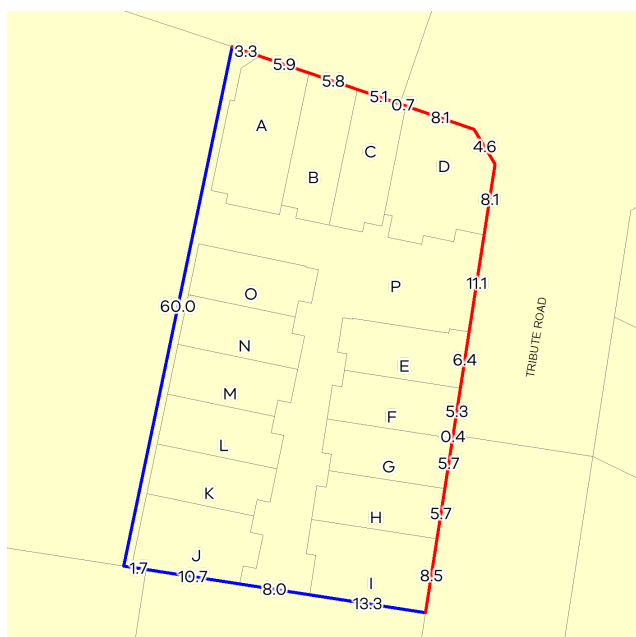
Council Property Number: **747362**

Directory Reference: **Melway 386 B9**

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

## SITE DIMENSIONS

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



**Area:** 1885 sq. m

**Perimeter:** 179 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

## PARCEL DETAILS

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

	Lot/Plan or Crown Description	SPI		Lot/Plan or Crown Description	SPI
A	Lot 1 PS848943	1\PS848943	I	Lot 9 PS848943	9\PS848943
B	Lot 2 PS848943	2\PS848943	J	Lot 10 PS848943	10\PS848943
C	Lot 3 PS848943	3\PS848943	K	Lot 11 PS848943	11\PS848943
D	Lot 4 PS848943	4\PS848943	L	Lot 12 PS848943	12\PS848943
E	Lot 5 PS848943	5\PS848943	M	Lot 13 PS848943	13\PS848943
F	Lot 6 PS848943	6\PS848943	N	Lot 14 PS848943	14\PS848943
G	Lot 7 PS848943	7\PS848943	O	Lot 15 PS848943	15\PS848943
H	Lot 8 PS848943	8\PS848943	P	Lot CM1 PS848943	CM1\PS848943

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **KALKALLO**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

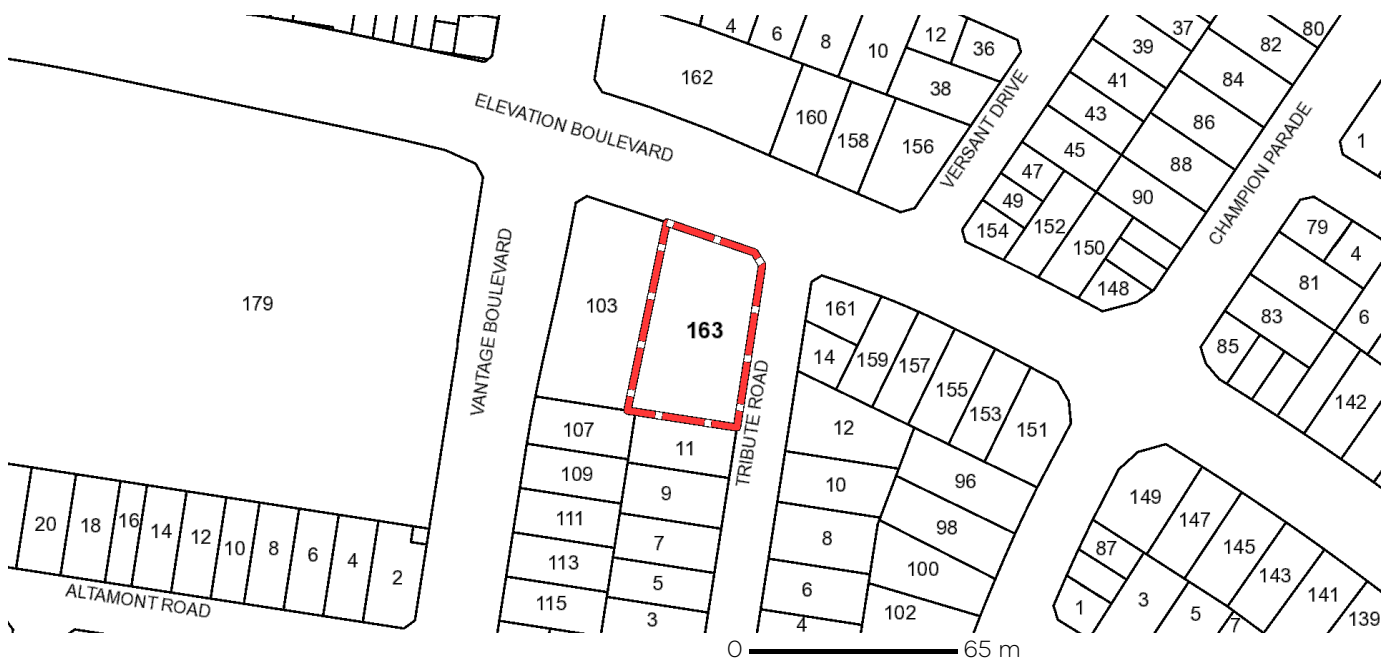
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

### Area Map



Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 May 2023 11:38 AM

## PROPERTY DETAILS

Address: **163 ELEVATION BOULEVARD CRAIGIEBURN 3064**

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

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

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

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

Council Property Number: **747362**

Planning Scheme: **Hume**

[Planning Scheme - Hume](#)

Directory Reference: **Melway 386 B9**

This property has 16 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **KALKALLO**

## OTHER

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

[View location in VicPlan](#)

## Note

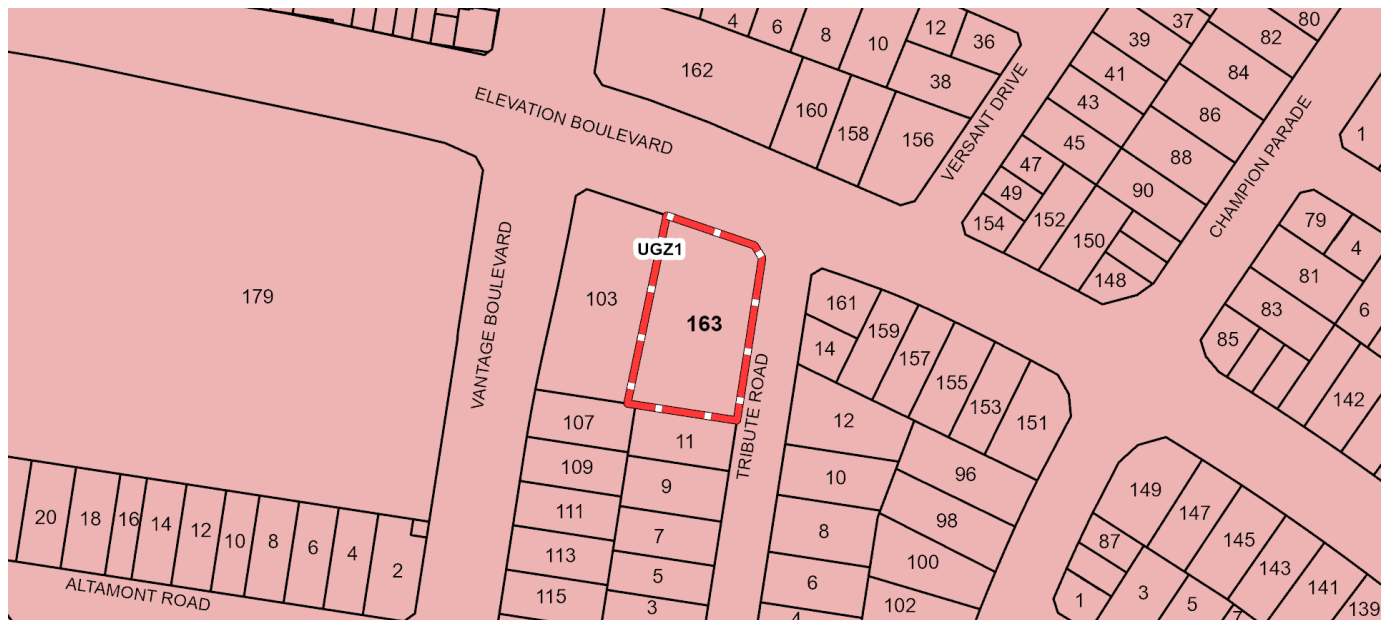
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)



**UGZ - Urban Growth**

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

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

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

PLANNING PROPERTY REPORT: 163 ELEVATION BOULEVARD CRAIGIEBURN 3064

Page 1 of 4

## Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

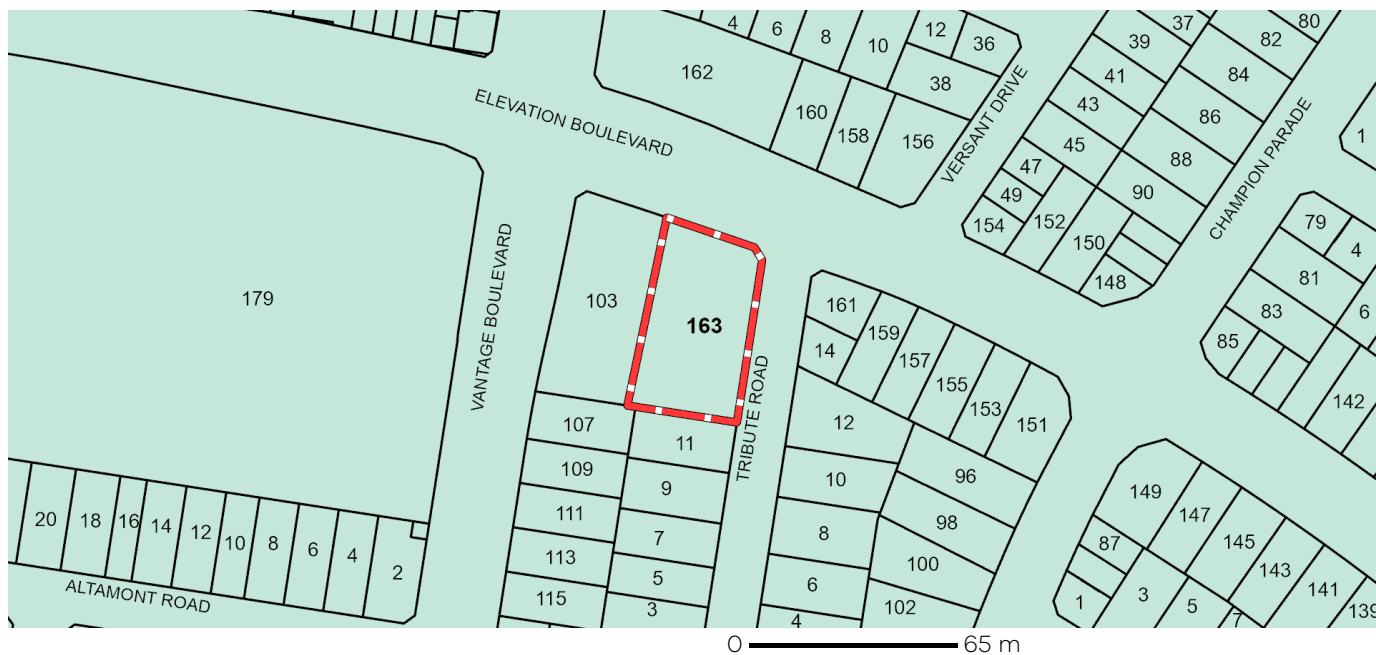


 DCPO - Development Contributions Plan Overlay

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

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



 Land added to the UGB since 2005

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

## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 10 May 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



 Designated Bushfire Prone Areas

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

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

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

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

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

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## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### Building Permit No. 1041740138180

#### Issued to

Agent of Owner: **Pembrook Homes Pty Ltd, Pembrook Homes Pty Ltd**  
**ABN 47 605 035 578**

Postal Address: **6 Cain Avenue KEILOR EAST VIC**

Postcode: **3033**

Email: **admin@pembrookhomes.com.au**

Address for serving or giving of documents: **6 Cain Avenue KEILOR EAST**

Postcode: **3033**

Contact Person: **Pembrook Homes Pty Ltd**

Telephone: **Stephen Borg**  
**03 8658 6689 | 0409 549**  
**734**

#### Ownership Details

Owner: **Milan Be Hanna, Milan Homes Pty Ltd**

Postal Address: **3 Hawkstowe Crescent GREENVALE VIC**

Postcode: **3059**

Email: **milan.behanna@ljhooker.com.au**

Contact Person: **Milan Be Hanna**

Telephone: **Milan Be Hanna |**  
**0402 155 501**

#### Property Details

Number: **163** Street/Road: **Elevation Boulevard** Suburb: **CRAIGIEBURN** Postcode: **3064**

Lot/s: **W** LP/PS: **738896** Volume: Folio:

Crown Allotment: Section No.: Parish: County:

Municipal District: **Hume City Council**

#### Builder

Name : **Develpro Property Group P/L, Develpro Property Group P/L**  
**ABN 47 605 035 578**  
**60165**

Telephone: **Stephen Borg 03**  
**8658 6689 | 0409 549 734**

Address: **6 Cain Avenue KEILOR EAST VIC**

Postcode: **3033**

This builder is specified under section 24B 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

#### Building practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration Number
Develpro Property Group P/L	CDB-U	60165
Halil Akdeniz	PE	0001506

#### Details of Domestic Building Work Insurance<sup>5</sup>

The issuer or provider of the required insurance policy is: **INSURANCE HOUSE PTY LTD**

Insurance Policy No.: **C614586- C614600**

Insurance Policy Date: **01/04/2021**



## Details of Relevant Planning Permit

Planning Permit No: **P21506**

Date of grant of Planning Permit: **18/12/2019**

### Nature of Building Work

Description: **Construction of Unit Development (Class 1a(a) & 10a)**

Storeys Contains: **2**

Rise in Storeys: **0**

Effective Height: **0.00**

Type of Construction:

Version of BCA Applicable to Building Permit: **BCA 2019 Volume 2**

Stage of Building Work Permitted:

Cost of Building Work: **\$3,280,000.00**

Total floor area of new building work in m<sup>2</sup>: **0.00**

### Building Classification

Part of Building	BCA Classification
Units 1 to 15 (Double Storey)	1a(a)
Garages 1 to 15	10a

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On or Consented To	Regulation
Water authority	Construction of building over an easement vested in the service authority	reg. 130(1)
Hume City Council	Construction of building over an easement vested in the service authority	reg. 130(1)
Council	Point of discharge of storm water	reg. 133(2)

### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

### Inspection Requirements<sup>3</sup>

The mandatory inspection notification stages are:

### Occupation or User of Building

An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by **12/07/2022**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: **12/07/2023**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### Documents Supporting Application

- 173 agreements
- Architectural Drawings
- Build Over Easement Consent - Council
- Build Over Easement Consent - Water Authority
- Builders Home Owner Warranty Insurance



- Certificate of Title and Plan of Subdivision
- Developers Approval Letter and Endorsed Plans
- Drainage Computations
- Drainage Design - Approved by Council
- Energy Rating Report and Endorsed Drawings
- Engineers Certificate Form 126
- Engineers Structural Computations
- Engineers Structural Drawings
- Fire Engineering Report
- Fire Engineers Certificate Form 126
- Legal Point of Discharge of Stormwater
- Performance Solution Determination
- Property Information from Council
- Soil Test Report
- Town Planning Endorsed Drawings
- Town Planning Extension
- Town Planning Permit
- TP Landscape Endorsed Drawings

### Relevant Building Surveyor

Name: **Minh Tran**

Company Name: **MKT & Associates Pty Ltd T/A MKT Building Surveyors**

ABN: **12 648 790 498**

Address: **179 Peel Street, North Melbourne VIC 3051**

Email: **office@mktconsultants.com.au**

Building Practitioner Registration No.: **BS-U 27714**

Permit No.: **1041740138180**

Date of Issue of Permit: **12/07/2021**



### Notes

- Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

## Conditions of Approval

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Manufacturer's floor joist/posi layout(s), computations and certificate(s) must be submitted to Relevant Building Surveyor for approval prior to frame inspection.
2. Any building works pursuant to this permit shall strictly comply with the Building Regulations 2018 and the Building Act 1993. Before building work has commenced, additional permits or approvals may need to be obtained under other Acts/Regulation
3. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundary/street alignment. Where necessary, boundary locations shall be established by preparation of a title re-establishment
4. Manufacturer's roof truss layout(s), computations and certificate(s) must be submitted to the Relevant Building Surveyor for approval prior to frame inspection.
5. The Municipal Council has declared the site to be in an area subject to infestation by termites. Where the site is subject to termite attack, primary building elements must be protected to AS3660.1.

6. This permit only allows you to construct the building works. It is the owners/developers responsibility to ensure all conditions of the town planning permit are complied with. There may be particular conditions that must be satisfied prior to commencement of work/development. It may be a breach of the planning permit if these are not met.

## Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant Performance Requirement	Details of Performance Solution
P2.3.1 Spread of fire	<ul style="list-style-type: none"><li>i) To review party walls starting at first floor in lieu of ground floor without required protection.</li><li>ii) To review Unit 1 &amp; 2 and Unit 3 &amp; 4 external walls located less than 1.8m of an adjacent building and commence on first floor in lieu of ground floor or at the footing without required protection.</li></ul>

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**FORM 16**

Regulation 192

**Building Act 1993**

Building Regulations 2018

# OCCUPANCY PERMIT

**Property Details**

Number: <b>163</b>	Street/Road: <b>Elevation Boulevard</b>	Suburb: <b>CRAIGIEBURN</b>	Postcode: <b>3064</b>
Lot/s: <b>W</b>	LP/PS: <b>738896</b>	Volume:	Folio:
Crown Allotment:	Section No:	Parish:	County:
Municipal District: <b>Hume City Council</b>			

**Building Permit Details**

Building Permit No.: **1041740138180**  
Version of BCA Applicable to Building Permit: **BCA 2019 Volume 2**

**Building Details: Construction of Unit Development**

Part of building to which permit applies: **Units 1 to 15 (Double Storey)**

Permitted use: **Residential**

BCA class of building: **1a(a)**

Maximum permissible floor live load: **1.5kPa**

Maximum number of people to be accommodated:

Part of building to which permit applies: **Garages 1 to 15**

Permitted use: **Domestic**

BCA class of building: **10a**

Maximum permissible floor live load: **2.5kPa**

Maximum number of people to be accommodated:

Storeys Contained: **2**

Rise in Storeys (for Class 2-9 buildings):

Effective Height:

Type of Construction:

**Performance Solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant Performance Requirement	Details of Performance Solution
P2.3.1 Spread of fire	i) To review party walls starting at first floor in lieu of ground floor without required protection. ii) To review Unit 1 & 2 and Unit 3 & 4 external walls located less than 1.8m of an adjacent building and commence on first floor in lieu of ground floor or at the footing without required protection.
P2.6.2 Services V2.6.1 Victorian Variation	To permit a dwelling (units) to be provided with recycled grey water via a reticulated system installed by the Water Authority.

## Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Water authority	Construction of building over an easement vested in the service authority	Reg. 130(1)
Hume City Council	Construction of building over an easement vested in the service authority	Reg. 130(1)
Council	Point of discharge of storm water	Reg. 133(2)

## Conditions to which this permit is subject

Occupation is subject to the following condition(s):

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.

## Suitability for Occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Pursuant to Section 46 (2) of the Building Act 1993, this Occupancy Permit is not evidence that the building, part of the building or building work listed above complies with the Building Act 1993 or the Building Regulations 2018.

## Relevant Building Surveyor

Name: **Minh Tran**

Address: **179 Peel Street, North Melbourne VIC 3051**

Email: **office@mktconsultants.com.au**

Building Practitioner Registration No.: **BS-U 27714**

Company Name: **MKT Building Surveyors Pty Ltd**

ABN: **75 257 733 970**

Occupancy Permit No.: **1041740138180**

Date of Issue of Permit: **21/02/2023**

Date of Final Inspection: **08/02/2023**

Signature:



## Domestic Building Insurance

## Certificate of Insurance

**Milan Homes Pty Ltd**

**8 Hawkstowe Cres  
GREENVALE  
VIC 3059**

Policy Number:

**C614593**

Policy Inception Date:

**10/06/2021**

Builder Account Number:

**006897**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 8 163 Elevation Bvd CRAIGIEBURN VIC 3064 Australia**

Carried out by the builder: **DEVELPRO PROPERTY GROUP PTY LTD**

Builder ACN: **605035578**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Milan Homes Pty Ltd**

Pursuant to a domestic building contract dated: **01/04/2021**

For the contract price of: **\$ 218,667.00**

Type of Cover: **Cover is only provided if DEVELPRO PROPERTY GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

### Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

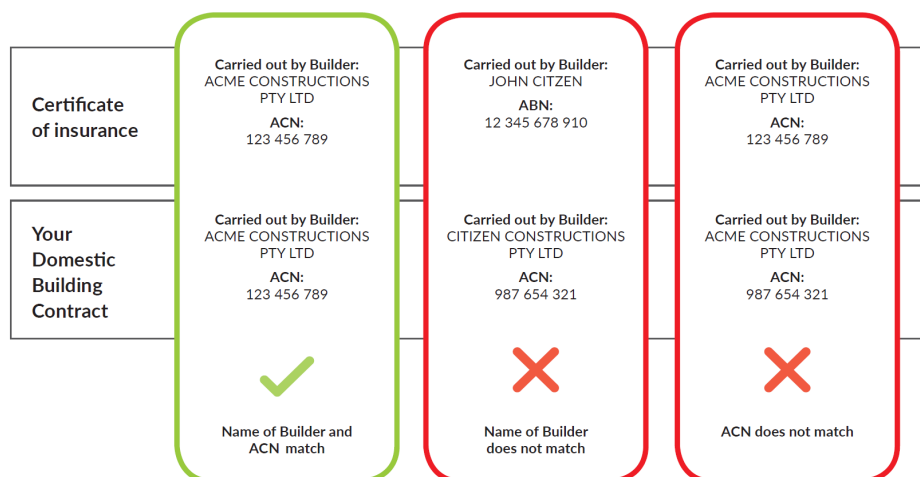
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$3,010.00</b>
GST:	<b>\$301.00</b>
Stamp Duty:	<b>\$331.10</b>
<b>Total:</b>	<b>\$3,642.10</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# The Elevation.

163 ELEVATION BOULEVARD,  
CRAIGIEBURN

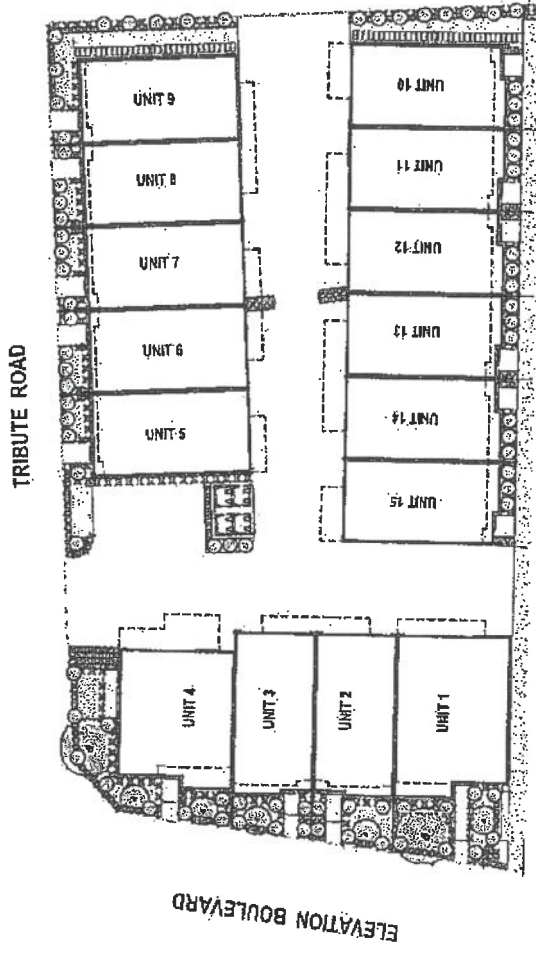
17/11/20

m<sup>3</sup>

info@m3.design  
Unit 271 Birk Lane  
Fitzroy North  
3068

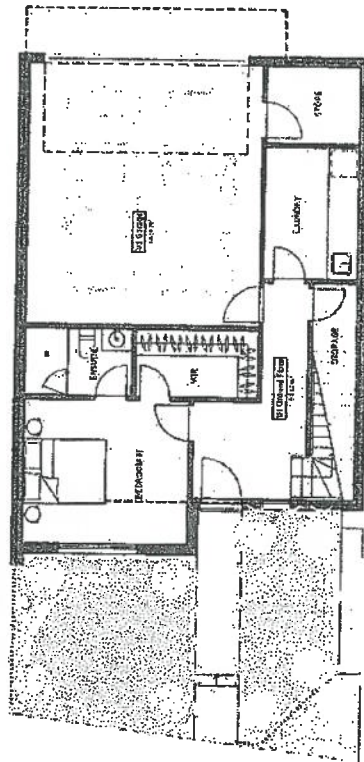
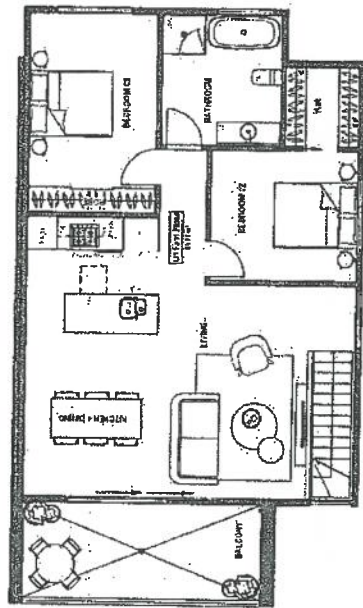


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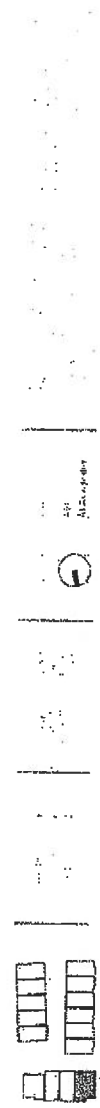


SITE PLAN

# The Elevation.

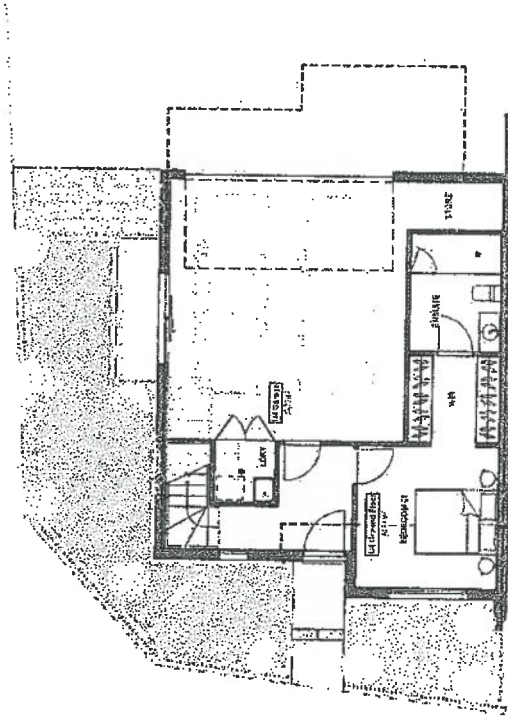
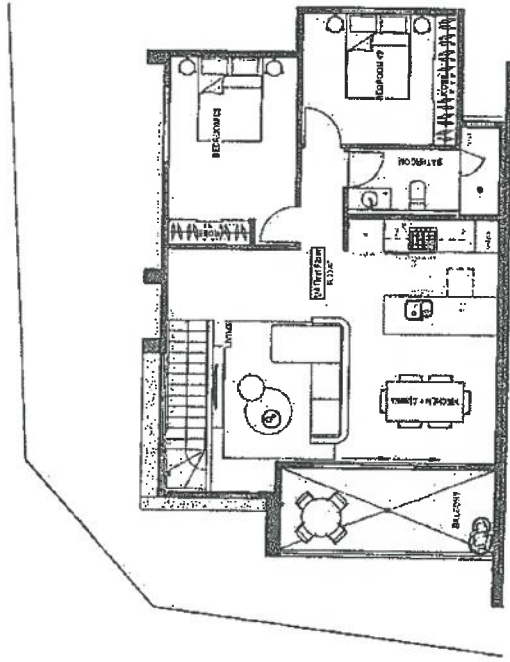


TYPE A  
UNIT 01

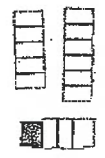




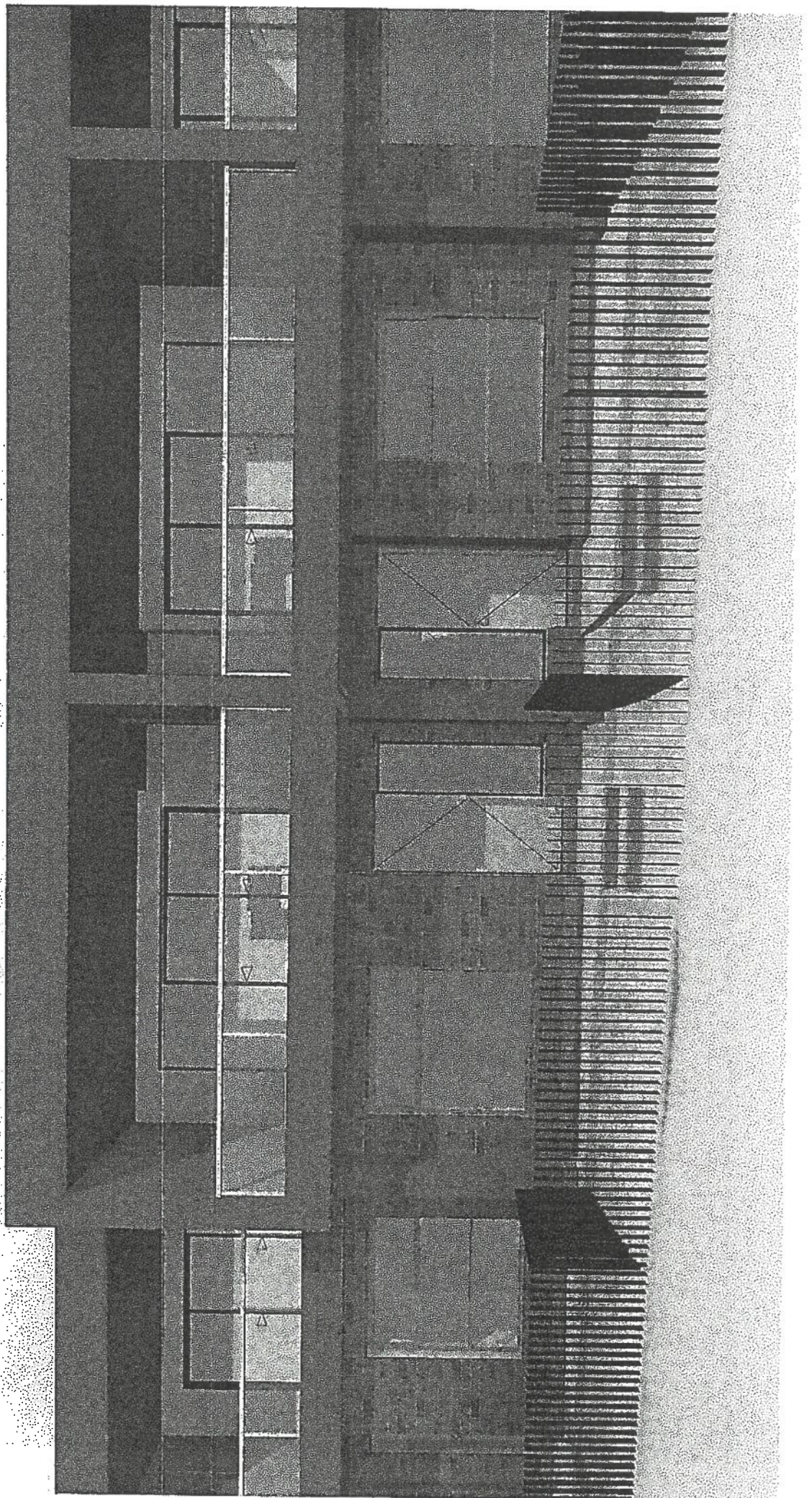
# The Elevation.



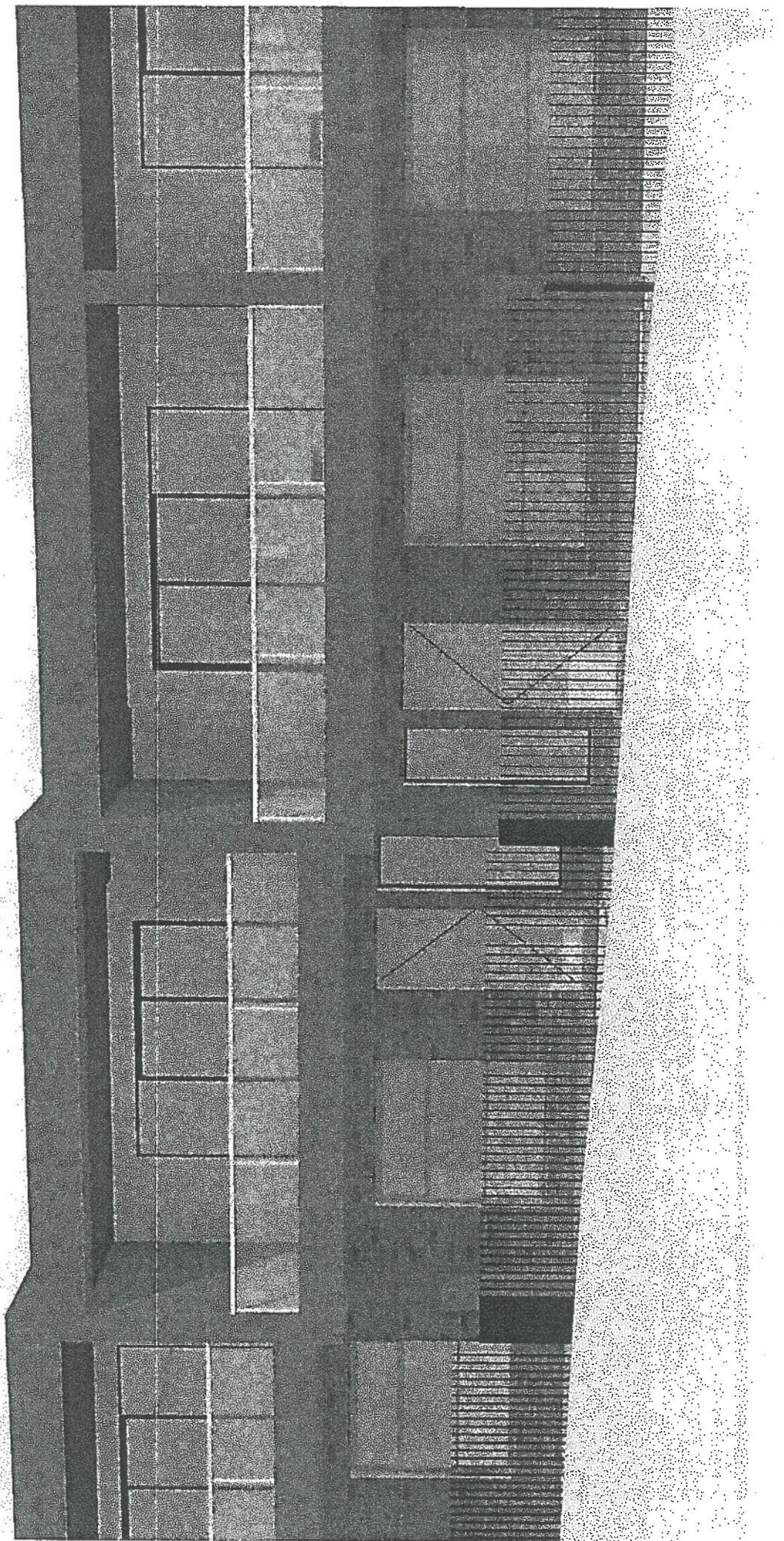
TYPE C  
UNIT 4



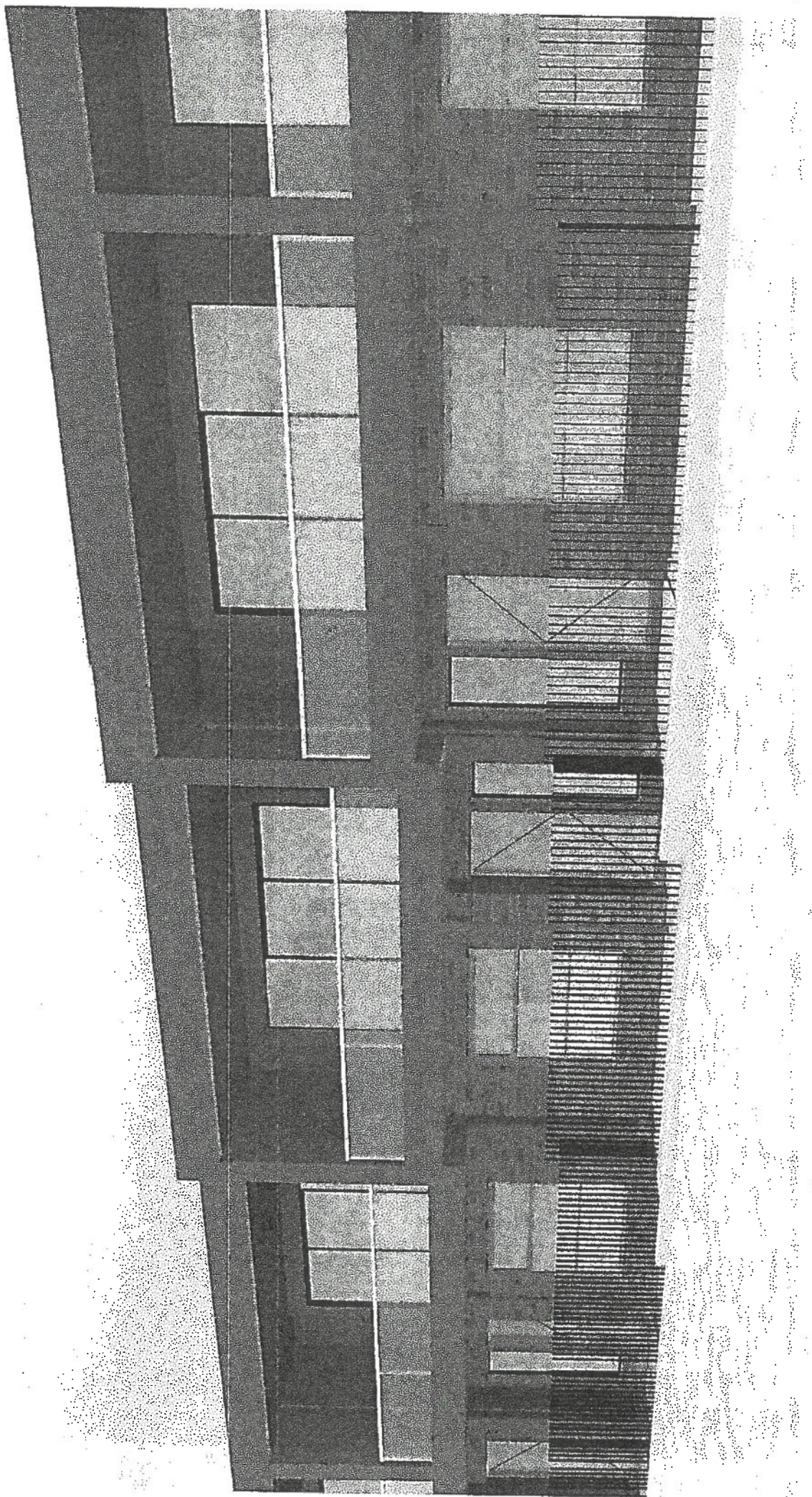




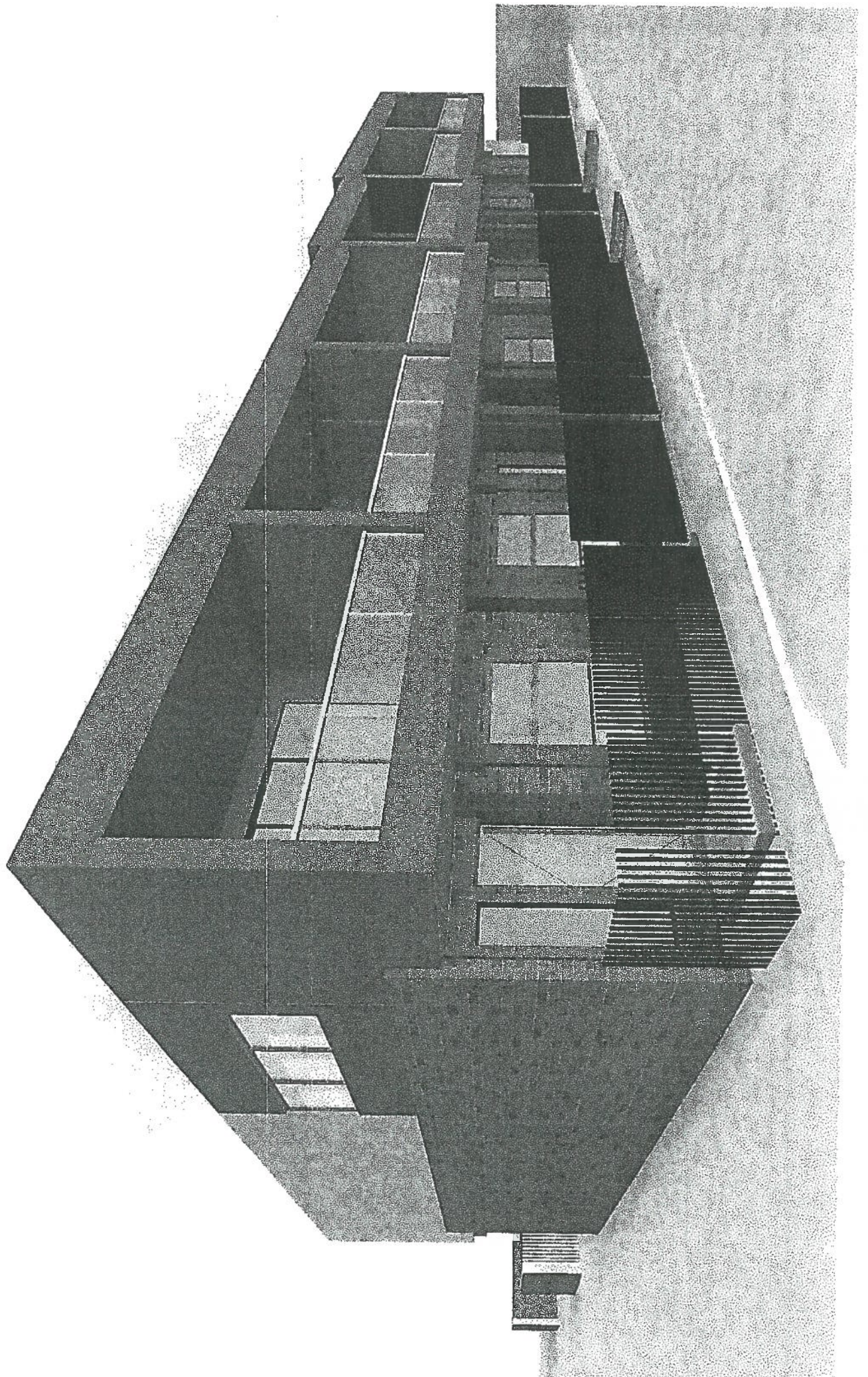














# Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)



**Property No : 713580**  
**Certificate No : eLIC059121**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2023**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 163 ELEVATION BVD CRAIGIEBURN VIC 3064

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

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

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

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

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

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

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

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



Delegated Officer  
18/05/2023

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

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code:** 357947  
**Ref:** 9897497

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

19th May 2023

Acclaim Conveyancing C/- Triconvey2 (Reseller) C/-  
LANDATA

Dear Acclaim Conveyancing C/- Triconvey2 (Reseller) C/-,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	15 TRIBUTE ROAD CRAIGIEBURN 3064
<b>Applicant</b>	Acclaim Conveyancing C/- Triconvey2 (Reseller) C/- LANDATA
<b>Information Statement</b>	30768615
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	716291

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

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

Property Address	15 TRIBUTE ROAD CRAIGIEBURN 3064
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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



## **Melbourne Water Property Information Statement**

Property Address	15 TRIBUTE ROAD CRAIGIEBURN 3064
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STATEMENT UNDER SECTION 158 WATER ACT 1989

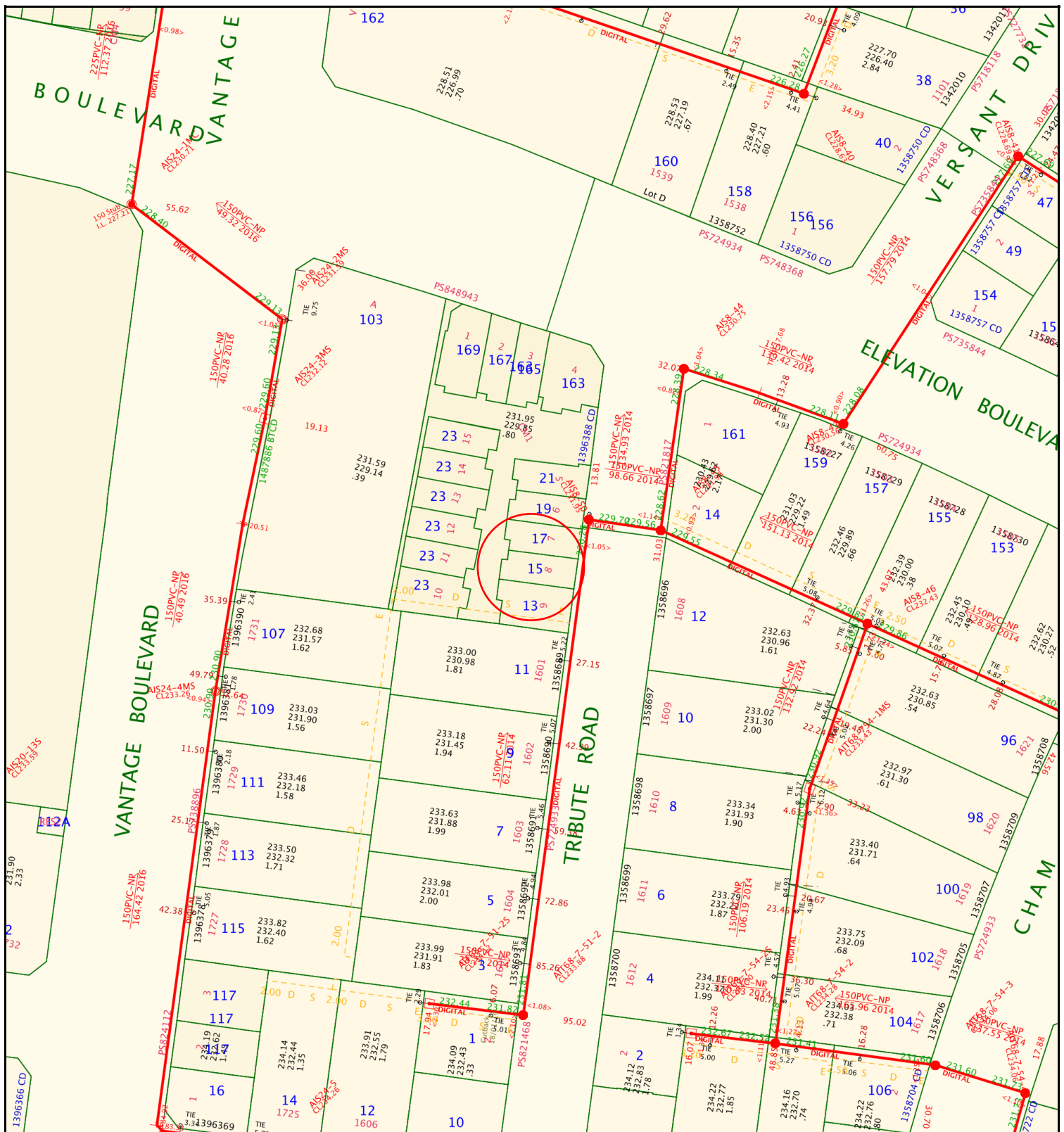
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30768615**

<b>Address</b>	15 TRIBUTE ROAD CRAIGIEBURN 3064
<b>Date</b>	19/05/2023
<b>Scale</b>	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Acclaim Conveyancing C/- Triconvey2 (Reseller) C/-  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 4140763309  
**Rate Certificate No:** 30768615

**Date of Issue:** 19/05/2023  
**Your Ref:** 716291

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 TRIBUTE RD, CRAIGIEBURN VIC 3064	8\PS848943	5252781	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	\$19.69	\$19.69
Residential Water Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	\$112.45	\$112.45
Residential Sewer Usage Charge		\$0.00	\$0.00
Residential Recycled Water Usage Charge		\$0.00	\$0.00

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$132.14

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

Property Address	Lot & Plan	Property Number	Property Type
163 ELEVATION BVD, CRAIGIEBURN VIC 3064	S2\PS848943	5256786	Superseded

Agreement Type	Period	Charges	Outstanding
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

**Total Due** \$132.14



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

**Recycled water is available at this property**

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

**Property No:** 5252781

**Address:** 15 TRIBUTE RD, CRAIGIEBURN VIC 3064

**Water Information Statement Number:** 30768615

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 41407633097

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / ACCLAIM CONVEYANCING

<b>Your Reference:</b>	23-109
<b>Certificate No:</b>	64591277
<b>Issue Date:</b>	18 MAY 2023
<b>Enquiries:</b>	AXT8

**Land Address:** 15 TRIBUTE ROAD CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43998707	8	848943	12465	67	\$140.80

**Vendor:** INDRA GURUNG  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BE-HANNA FAMILY TRUST	2023	\$69,863	\$957.87	\$0.00	\$140.80

**Comments:** Land Tax of \$957.87 has been assessed for 2023, an amount of \$817.07 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	\$69,863
<b>SITE VALUE:</b>	\$69,863
<b>AMOUNT PAYABLE:</b>	<b>\$140.80</b>



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

Certificate No: 64591277

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$69,863

Calculated as \$0 plus ( \$69,863 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 64591277

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 64591277

**Visa or Mastercard**

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

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

# OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

**As at 13th April 2023**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS848943N  
Address of Plan: 163 Elevation Boulevard Craigieburn Victoria 3064  
Lot Number this statement relates to:   
Unit Number this statement relates to:   
Postal Address: Level 13/222 Kings Way South Melbourne Victoria 3205

## 2. CERTIFICATE DETAILS

Vendor: Milan Homes Pty Ltd  
Postal Address for Lot 8: VIC 3059  
Purchaser:  
Person requesting Certificate: Milan Homes Pty Ltd  
Reference:  
Address: 3059  
Fax:  
E-mail:

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 8

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 8 are **500.00 per annum** commencing on 14 April 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
14/04/23 to 30/06/23	500.00	11/05/23	Issued
01/07/23 to 30/09/23	425.42	01/07/23	To be Issued
01/10/23 to 31/12/23	425.42	01/10/23	To be Issued
01/01/24 to 31/03/24	425.42	01/01/24	To be Issued
01/04/24 to 30/06/24	425.42	01/04/24	To be Issued

### Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 8.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 13th April 2023

For Plan No. PS848943N - Lot 8

## 4. CURRENT LEVY POSITION FOR LOT 8

Fund	Balance	Paid To
Administrative	\$500.00 DR	
Maintenance Fund	0.00	
<b>BALANCE</b>	<b>\$500.00 DR</b>	

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 8.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 8 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 13 April 2023:

Account / Fund	Amount
Administrative Fund	0.00
Maintenance Fund	0.00
<b>TOTAL FUNDS HELD AS AT 13 APRIL 2023</b>	<b>\$0.00</b>

## 8. INSURANCE

The owners corporation currently has the following insurance cover in place:

### Policy

Policy No.	HU0006101630
Expiry Date	21-February-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	INS Strata
Premium	10374.14

### Cover Type

Cover Type	Amount of Cover
Common Area Contents	\$46,000
Damage (i.e. Building) Policy	\$4,600,000
Fidelity Guarantee Insurance	\$100,000
Flood	Insured
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss of Rent	\$690,000
Lot Owner's Fixtures and Improvements	\$250,000
Machinery Breakdown Insurance	\$100,000
Property, Death and Injury (Public Liability)	\$20,000,000
Voluntary Workers Insurance	\$200,000/\$2,000

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 13th April 2023

For Plan No. PS848943N - Lot 8

## 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

## 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/03/2023	Paul Longhitano, CMG Property Services PTY LTD		Current	Caretaking Agreement
15/03/2023	CSC Waste - Accounts		Current	Waste Collection Agreement
30/12/9999	PS848943N	Lot Owners	Current	Service to Members
30/12/9999	Strata Plan		Current	OC Administration

## 13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

## 14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

## 15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 13th April 2023

For Plan No. PS848943N - Lot 8

## 16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Strata Plan  
ABN / ACN: 27 544 006 714  
Address of Manager: Level 13/222 Kings Way South Melbourne Victoria 3205  
Telephone: 1300 278 728  
Facsimile:  
E-mail Address: [info@strataplan.com.au](mailto:info@strataplan.com.au)

## 17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

SECTION 3: The definition of "per annum" as noted in Section 3, refers to the amount levied within a fiscal year of the Owners Corporation ie: anytime between 1st July to 30th June. It does not represent a full 12month period of annual fees payable by a lot, which is determined by the approved budget and a lots liability basis.

INSURANCE ADJUSTMENT: The current fees payable by the lot owner do not include a contribution to the current Insurance Premium. The cost of the current Insurance Premium must be adjusted at settlement between the Vendor and Purchaser.

## SIGNING

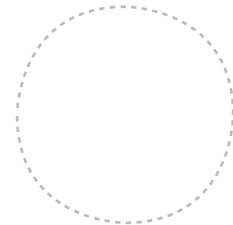
The common seal of Plan No. PS848943N, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

\_\_\_\_\_  
Registered Manager

Full name: Simon Chamaa  
Company: Strata Plan  
Address of registered office: Level 13/222 Kings Way South  
Melbourne Victoria 3205

13/04/2023

\_\_\_\_\_  
Date



Common Seal  
of Owners Corporation



INSPIRING AMAZING  
LIFE SPACES™

**Strata Plan**  
Level 13/222 Kings Way,  
South Melbourne VIC 3205  
T: 1300 278 728  
E: [info@strataplan.com.au](mailto:info@strataplan.com.au)  
[strataplan.com.au](http://strataplan.com.au)

Milan Homes Pty Ltd

3059

13th April 2023

Dear Milan Homes Pty Ltd

**Re: OWNERS CORPORATION CERTIFICATE - LOT 8, PLAN NO. PS848943N**

In response to your request, we now attach an Owners Corporation Certificate for Lot 8 in Plan No. PS848943N dated 13th April 2023. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at [info@strataplan.com.au](mailto:info@strataplan.com.au). Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

---

Registered Manager

Full name: Simon Chamaa

Company: Strata Plan

Address of registered office: Level 13/222 Kings Way South  
Melbourne Victoria 3205

13/04/2023

---

Date





INSPIRING AMAZING  
LIFE SPACES™

**Strata Plan**  
Level 13/222 Kings Way,  
South Melbourne VIC 3205  
T: 1300 278 728  
E: info@strataplan.com.au  
[strataplan.com.au](http://strataplan.com.au)

## OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Milan Homes Pty Ltd  
VIC 3059

### Invoice

<b>Invoice No:</b> 0000008	<b>Issue Date:</b> 13/04/23
<b>Net Amount Payable:</b>	<b>\$ 500.00</b>
<b>Due Date:</b>	<b>11/05/2023</b>

Payment is due within 28 days of the date of this Notice or by the Due Date.

### New Charges for Owners Corporation for Plan No. PS848943N - ABN: 26861089077

<b>Lot No. 8 Unit 15</b>	<b>Previous Balance:</b>	0.00		
<b>OC Address:</b> 163 Elevation Boulevard, Craigieburn, Victoria 3064	<b>Penalty Interest:</b>	0.00		
<b>Lot Liability:</b> 10 <b>Lot Entitlement:</b> 10	<b>Issued Levies Not Due:</b>	0.00		
<b>Description</b>	<b>Transaction Type</b>	<b>Fund</b>	<b>Gross</b>	<b>Totals</b>
14/04/2023 to 30/06/2023 for total Levy of \$500.00 pa	Normal	Admin	500.00*	500.00
<b>Arrears/Issued at time of printing</b>				<b>0.00</b>
<b>Gross Amount</b>				<b>500.00</b>
<b>Net Amount Payable</b>				<b>\$ 500.00</b>

\* Penalty interest of 10.00% per annum will apply if not paid by the Due Date.  
The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983 (Vic)*. This rate is subject to change.

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. PS848943N



**DEFT**  
PAYMENT SYSTEMS

**DEFT Reference Number:**  
2931 9176 3376 4300 0081

#### How to Pay

**By post:** Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 2174, MELBOURNE VIC 3001

**Bpay:** Contact your bank, credit union or building society to make this payment from your cheque or savings account.

**By phone:** Please call 1300 301 090 to make your payment using Mastercard, Visa, Diners Club or American Express.

**Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.

**In person:** Present this page to make your payment by cheque or EFTPOS at any post office.

Strata Plan Lot No. 8 Unit 15 163 Elevation Blvd, Craigieburn VIC 3064
<b>Invoice No:</b> 0000008
<b>Net Amount Payable:</b> \$ 500.00
<b>Due Date:</b> 11/05/2023



**Biller Code:** 96503  
**Reference:** 2931 9176 3376 4300 0081



\*496 293191763 37643000081

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from cheque or savings accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).

+293191763 37643000081<

000050000<3+



## Notice of Minutes of the First Meeting for Owners Corporation 1 Plan No PS848943N

The First General Meeting of Owners Corporation 1 Plan No PS848943N was held via teleconference on the 13/4/2023 at 10:00AM

### Election of Chair

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved that James Farrugia be elected as Chair of the meeting.

### Attendance & Apologies

Apologies received - NIL

Attendance – Members: James Farrugia Milan Homes Pty Ltd as the sole member; and Non members: Simon Chamaa (Strata Plan)

Proxies Received: Milan Homes Pty Ltd held by James Farrugia

With an attendance of 100% based on Lot Entitlements, a Quorum was achieved.

It was resolved that all attendees were entitled to vote.

**It was noted** that plans of subdivision PS848943N was registered on 14/11/2022 and that the registered proprietor of all lots is Milan Homes Pty Ltd. As the only member of the Owners Corporation, the requirement for 14 days notice before an annual general meeting or special general meeting is waived; and Milan Homes Pty Ltd has the capacity to exercise all powers of the Owners Corporation under the Act and Regulations.

The following items shall be provided under section 67 of the Act:

- (a) the Owners Corporation register;
- (b) any accounts or records made on behalf of the Owners Corporation;
- (c) books to enable the keeping of the necessary minutes, accounts and other records;
- (d) the maintenance plan (if any);
- (e) any contract, leases and licences binding on or benefiting the Owners Corporation;
- (f) a copy of the Plan, and all related building plans, planning documents and other similar documents;
- (g) a copy of the Act and the Regulations and the Subdivision Act 1988 (Vic) and the regulations under that Act;
- (h) any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the Sale of Land Act 1962 (Vic);
- (i) the names of any companies, tradespeople or suppliers who have provided a warranty or other guarantee on any matter for which the Owners Corporation is responsible and copies of those warranties and guarantees; and
- (j) the common seal for the Owners Corporation.

### Appointment of Committee, Chairperson & Grievance Committee

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved that James Farrugia be elected as Chairperson of the Owners Corporation.

It was noted that a Committee could not be elected due to a lack of nominations.



It was further resolved by Special Resolution that, Pursuant to Section 101 of the OC Act, and other than any matters requiring a unanimous resolution, special resolution or required to be resolved a general meeting; that all powers of the owners corporation are delegated to the Committee.

WHEREAS; the committee requires a majority of its members consent to a proxy of a member, to vote at any committee meetings.

It was resolved by Special Resolution, that where there is no functioning Committee and Pursuant to Section 101 of the OC Act, all powers of the owners corporation other than;

- a) those requiring a unanimous resolution, special resolution or required to be resolved a general meeting; and
- b) the termination or amendment of an existing contract/agreement; and
- c) the appointment of a new contract/agreement greater than 3months.

are delegated to;

- 1) the Chairperson; or
- 2) the Manager, where there is no Chairperson.

It was resolved by Special Resolution that the Committee & Chairperson must comply with the "Committee & Chairperson's Guidelines".

It was further resolved, in the event of a breach of the "Committee & Chairpersons Guideline" or otherwise, by the committee or Chairperson, the Manager is delegated all powers to call a special general meeting to elect a new committee.

It was resolved by Special Resolution, that the Committee & Owners Corporation must;

- a) have, at all times, the current Manager present at each meeting;
- b) meet at least once every 6 months per annum;
- c) comply with the Committee & Chairperson's guidelines.

#### **Appointment of Manager**

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved that Strata Plan Pty Ltd be appointed as manager, with duties described in the Contract of Appointment - Owners Corporation Manager for a period of 36 months.

- Disclosure - Strata Plan has no direct or indirect beneficial relationship with the Developer, and our primary responsibility is to represent and implement the decision of the Owners Corporation. Strata Plan has not received or paid any financial contribution as a result of our appointment.

It was further resolved, in the event that the owners corporation has no Committee, the Manager is delegated all powers of the Owners Corporation.

It was resolved by Special Resolution that the Manager is authorised to:

- (a) collect the fees for the Owners Corporation, to operate a bank account for or on behalf of the Owners Corporation and open a cheque account in the name of the Owners Corporation. Signatories for the cheque account will be as designated by the Manager;
- (b) prepare and submit any required tax return on behalf of the Owners Corporation;
- (c) apply for an Australian Business Number for the Owners Corporation;
- (d) register for goods and services tax purposes; and
- (e) prepare and submit any required business activity statements on behalf of the Owners Corporation.



## Budget & Financials

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

### Maintenance Plan

It was resolved that the Owners Corporations defer considering a Maintenance Plan.

### Administration Budget

It was resolved that the Owners Corporations annual budget be set at & raise a levy of \$25,525.00 per annum, effective from 1/7/2023

<u>Expenditure</u>	<u>Budget</u>
Bank Fees & Charges	75.00
Common Property - Contingency	750.00
Electricity	800.00
Garden/Lawn Maintenance	1,100.00
Insurance	10,500.00
Minor Building Maintenance	750.00
Strata Manager – disbursements	1,350.00
Strata Manager - management fees	3,600.00
<u>Waste Management Services</u>	<u>6,600.00</u>
Total Administrative Fund Expenditure	25,525.00

It was resolved the annual fees be payable quarterly in advance due by 1<sup>st</sup> July, 1<sup>st</sup> Oct, 1<sup>st</sup> Jan, 1<sup>st</sup> April  
It was resolved the Owners Corporations Financial Year begin on 1<sup>st</sup> July & end on 30<sup>th</sup> June in any year.  
It was resolved to raise the following levies;

- A total of \$7,500.00 payable in advance on 14/4/2023, being the adjusted quarterly amount based on the annual budget pro rata'd for the period 14/4/2023 to 30/6/2023 for contingencies and to assist the owners corporation in meeting its expenses for that period.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved that the Owners Corporation be entitled to charge these additional amounts, or as determined by the owners corporation or its manager from time to time:

- a) Prescribed fees for the issue of an owners corporation certificate in accordance with the relevant act or regulations including the Owners Corporation Act and Regulation; and
- b) For any letters, final notices or preparation for legal proceedings sent or arranged, by the manager, on behalf of the Owners Corporation for Owners Corporation fees in arrears – Stages: \$37.65 (first), \$63.17 (second) & \$101.48 (third) and Hourly Rate for (fourth).

### Insurance

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved the Owners Corporation had already in place insurance with CHU Underwriting Agencies. The Owners Corporation acknowledged it has received the PDS & FSG.

- **Settlement Adjustment:** It was noted that the original owner shall be liable to pay the initial insurance premium annually in advance and entitled to claim an adjustment in their favour at the initial settlements. It was also noted that this sum was not allowed for in the adopted budget.

WHEREAS; the lot serving to benefit from a claim against the Owners Corporation's insurance policy, shall be liable for any applicable excess.

WHEREAS; In accordance with the provisions of legislation, authorised licensees & insurers may share the fee they receive from the underwriter with Strata Plan.



### **Registered Office**

It is determined that the registered office of the Owners Corporation is 'c/- Strata Plan Pty Ltd of Lv 13 / 222 Kings Way, South Melbourne Victoria 3205';

### **Sign**

It was resolved that the Owners Corporation put up and maintain a sign:

- a) with the 'Owners Corporation Plan no PS848943N;
- b) stating the name and details of the Manager;
- c) clearly visible from either the letterboxes or main entrance to the common property, to comply with regulation 17 of the Regulations.

### **Business**

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by special resolution; effective from 6 months after this meeting date, that the Owners Corporation charge interest on late fees; at the maximum rate payable under the Penalty Interest Rates Act.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; the Owners Corporation is to take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

The Owners Corporation resolves by special resolution that it may commence debt recovery legal proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations and Other Acts Amendment Act 2021 to recovery fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

The Owners Corporation also resolves by special resolution that the Manager and/or the Committee may engage the services and instruct solicitors to act on behalf of the Owners in any debt recovery legal proceedings against any member of the Owners Corporation.

The Owners Corporation also resolves that if there is a Committee of the Owners Corporation, that Committee is authorised and given complete discretion to settle on any terms and conditions the Committee deems as fair and reasonable, any debt recovery proceeding against any member where, based on legal advice received, it is of the opinion that settlement is in the best interests of the Owners Corporation.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act, the Regulations, these and any other Rules or relevant laws, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.



Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; all costs associated with repairs, maintenance, leak investigations or other works relevant to private property or for the benefit of a lot, incurred by the Owners Corporation shall be passed on the lot owner affected or serving to benefit. The costs charges and expenses shall be due and payable as a debt due by the lot owner in default or breach to the Owners Corporation.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; all costs incurred by the Owners Corporation as a result of charges arising from a breach or obligation by a lot owner, or an occupier of a lot (ie: from the false fire alarms, fire brigade charges, or relevant authority charges), shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by lot owner in default or breach to the Owners Corporation.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by special resolution; that the manager is authorised to order, on behalf of the owners corporation, as they choose fit, additional access devices such as Keys, FOBS, Remotes and Swipe Cards.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; the Owners Corporation may provide a Service to Members; as foreshadowed by section 12 of the Owners Corporations and Other Acts Amendment Act 2021; for services as resolved by the Owners Corporation from time to time.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; the owners corporation has entered into the current managers appointment and agrees that any subsequent appointment of another manager or removal of the current manager must only be decided at a general meeting of the Owners Corporation; and where the managers appointment is terminated prematurely, the manager is authorised to withdraw their fees & costs; in accordance with the managers agreement.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution to accept the following agreements and or arrangements and delegate to the manager all powers of the Owners Corporation to sign on behalf of the owners corporation or as otherwise instructed by the Chairperson;

- CMG Property Maintenance, CSC Waste, Australian Taxation Office, Foxtel, Utility Providers; and
- any other documents pertinent to the functions & duties of the owners corporation.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; to delegate powers to the manager to raise special or additional levies, to ensure that the owners corporation remains solvent or as otherwise instructed by the Owners Corporation.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; the Manager prepares Owners Corporations certificates for all lots.

Votes: For ALL Against NIL Abstained: NIL Motion: Carried

It was resolved by Special Resolution; the Owners Corporation approve; the commissioning of Foxtel or Similar commercial services to the building, It was further resolved; if required a levy be raised to cover the costs of such services.

-END OF MEETING-

For & On Behalf of  
Owners Corporation 1 Plan No PS848943N  
Simon Chamaa





Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006101630</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	21/02/2023 to 21/02/2024 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 848943N
<b>Situation</b>	163 ELEVATION BOULEVARD CRAIGIEBURN VIC 3064

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$4,600,000  
Common Area Contents: \$46,000  
Loss of Rent & Temporary Accommodation (total payable): \$690,000

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Workers Compensation

Not Available

#### Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 6 – Office Bearers' Legal Liability

Not Selected

#### Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

#### Policy 8 – Catastrophe Insurance

Not Selected

#### Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

22/02/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# Model rules for an Owners Corporation

Related: Owners Corporation Act 2006, Owners Corporation Regulations 2018-154sra002 authorised. 12<sup>th</sup> November 2021

## **1. Health, safety and security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## **2. Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub committee without reference to the owners corporation.

## **3. Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

## **4. Use of common property**

### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
  - (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- © in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# OWNERS CORPORATION CERTIFICATE

Section.151 Owners Corporation Act 2006 and  
Reg.11 Owners Corporations Regulations 2007



## Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007 OC 10 (12/07)

### What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

### How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

### Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.