

DATED

2022

DOHERTYS ROAD DEVELOPMENTS PTY LTD (ACN 650 833 211)

CONTRACT OF SALE OF REAL ESTATE

Property:

Lot _____, 9 Lawford Street, Truganina VIC 3029



Level 10, 356 Collins Street
Melbourne VIC 3000

Tel: 03 8672 1000

Fax: 03 8672 1001

Ref: PD:BY:6873

CONTRACT OF SALE OF REAL ESTATE

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

Property address: Lot _____, 9 Lawford Street, Truganina VIC 3029

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- * Particulars of sale
- * Special conditions, if any
- * General conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on...../...../2022

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

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

SIGNED BY THE VENDOR on...../...../2022

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

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

NOTICE TO PURCHASERS

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

1. Subject to the limit set by Section 9AA (1)(b) of the Sale of Land Act 1962 (Vic), the purchaser may negotiate with the vendor about the amount of deposit moneys payable under this contract.
2. A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.
3. The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT:

NAME:
ADDRESS:
TELEPHONE: FAX: Email:

VENDORS

NAME: DOHERTYS ROAD DEVELOPMENTS PTY LTD (ACN 650 833 211)
ADDRESS: of Level 8, 31 Queen Street, Melbourne VIC 3000

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER:

NAME: DOUROS JACKSON LAWYERS
ADDRESS: Level 10, 356 Collins Street, Melbourne, VIC 3000
TELEPHONE: (03) 8672 1000 FAX: (03) 8672 1001 EMAIL: byeo@dourosjackson.com.au

PURCHASER:

NAME:
ADDRESS:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER:

NAME:
CORRESPONDENCE:
TELEPHONE: FAX: Contact:

LAND (general conditions 3 & 9)

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

being Lot _____ on unregistered Plan of Subdivision PS905046F being part of the land more particularly described in
the Certificate of Parent Title Volume 12088 Folio 967

PROPERTY ADDRESS:

The address of the land is Lot _____, 9 Lawford Street, Truganina VIC 3029

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

Refer to attached Annexure B

PAYMENT

Price \$
Deposit \$ by / /2022 (of which \$ has been paid)
Balance \$ payable at settlement

GST (general condition 13)

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

[Empty box for GST inclusion]

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

[Empty box for farming business/going concern]

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

[Empty box for margin scheme]

SETTLEMENT (general condition 10)

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; or
• 28 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision;
• 14 days from the date the Certificate of Occupancy has been issued.

LEASE (general condition 1.1)

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

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan amount:

Approval date

LAND VALUE

The Land Value excluding improvements of the Property is estimated by the Vendor as at the Date of this Contract as \$

CONSTRUCTION WORKS

The percentage of actual construction works already completed as at the Date of this Contract is %.

SPECIAL CONDITIONS

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

Special Conditions

SPECIAL CONDITIONS

1. INTERPRETATION

1.1 Definitions

In the interpretation of this Contract except where the context otherwise requires:

- 1.1.1 **Authority** means any government, municipal, statutory, public or other authority or body or person at any time having jurisdiction over the Property or any part of the Property or any matter or thing in relation to the Property, or the use of the Property or the occupancy of the Property or any service in or on the Property.
- 1.1.2 **Bank** means any body corporate authorised under the Laws of the Commonwealth of Australia as an authorised deposit taking institution.
- 1.1.3 **Bank Guarantee** means an unconditional and irrevocable bank undertaking or guarantee issued by a Bank acceptable to the Vendor to pay on demand the amount of the deposit or part of the deposit (as the case may be) in a form and on terms acceptable to the Vendor at its absolute discretion.
- 1.1.4 **Base Land Value** means the estimate (if any) of the base land value of the un-subdivided Land before any infrastructure is in place taking into account the unit entitlement ratio, inserted in the Particulars of Sale for the purpose of the determination of the dutiable value of the Property in accordance with the Duties Act 2000 and any applicable ruling issued by the State Revenue Office of Victoria.
- 1.1.5 **Builder** means the builder or builders selected by the Vendor at its discretion to carry out the Building Works.
- 1.1.6 **Building** means the buildings to be constructed on the land in the Plan of Subdivision.
- 1.1.7 **Building Works** means all constructions works substantially as contemplated by the Plans and Specifications to the extent that those works contemplate the construction of the Property, but subject to the rights of the Vendor to make variations to the Plans and Specifications under this Contract.
- 1.1.8 **Building Drawings** means the drawings of the Building annexed as Annexure "A".
- 1.1.9 **Business Days** means any day on which banks are open for business in Melbourne, Victoria, excluding Saturdays and Sundays.
- 1.1.10 **Common Property** means the common property created on registration of the Plan of Subdivision and which is under the control of the Owners Corporation.
- 1.1.11 **Contract** means and includes this Contract and all schedules, appendices, exhibits and annexures to this Contract.
- 1.1.12 **Day of Sale** is the date upon which both the Vendor and the Purchaser have signed this Contract.
- 1.1.13 **Development** means the proposed development of the Land generally in accordance with the Planning Permit, the Plans and Specifications, as amended or varied.
- 1.1.14 **Guarantor** means each Guarantor [if any] named in this Contract and includes successors and permitted assigns of any corporate guarantor; the executors, administrators or permitted assigns of any natural person who is a Guarantor; and any person that from time to time may be included as Guarantor.
- 1.1.15 **GST** means tax payable under A New Tax System (Goods and Services Tax) Act 1999 ["GST Act"].
- 1.1.16 **Land** means the Land described in the Particulars of Sale contained in this Contract.

- 1.1.17 **Laws** means the requirements of all present or future statutes, rules, regulations, ordinances, proclamations, or by-laws.
- 1.1.18 **Lot** means a Lot on the Plan of Subdivision, including any additional Lots created by the Vendor out of the Common Property.
- 1.1.19 **Major Domestic Building Contract** means a major domestic building contract as defined in the Domestic Building Contracts Act 1995.
- 1.1.20 **Occupancy Permit Issue Date** means the date being thirty-six (36) calendar months from the Day of Sale.
- 1.1.21 **Owners Corporation** means the owners corporation, or owners corporations which, on registration of the Plan, the owner of the Property will be a member.
- 1.1.22 **Owners Corporation Act** means the Owners Corporation Act 2006 (as amended or varied).
- 1.1.23 **Party** means a party to this Contract.
- 1.1.24 **Permit and Planning Permit** means the planning permit for the Land issued by the relevant Responsible Authority for the Development as annexed to this Contract, or if not annexed to this Contract, as required by the Vendor for the purposes of the Development, including in each case any amended or varied planning permit obtained.
- 1.1.25 **Plan(s) and Plan of Subdivision** means the unregistered Plan of subdivision in respect of the Land in or to like effect as the Plan of Subdivision annexed to the Vendors Statement, including all its stages (if any), and includes any amendments or alterations made to the plan, any restriction noted on the plan, the rules of the Owners Corporation and the schedules of Lot entitlement and liability.
- 1.1.26 **Plan Registration Date**, means the date being thirty-six (36) calendar months from the Day of sale.
- 1.1.27 **Price** means the price payable for the Property by the Purchaser as set out in the Particulars of Sale to this Contract.
- 1.1.28 **Property** means the Property sold by this Contract, including any building or buildings erected upon the Land and is described in the Particulars of Sale of this Contract.
- 1.1.29 **Purchaser** means the Purchaser and includes, in the case of a corporation, its successors and permitted assigns; and, in the case of a natural person, his heirs, executors and permitted assigns.
- 1.1.30 **Requirements** means any requirements, notices, orders, approvals, consents, regulations, notices, recommendations, permits, directions, by-laws or legislative requirements received from or given by any Authority or prescribed by any Laws;
- 1.1.31 **Rules** means the rules of the Owners Corporation, including any variation to those Rules.
- 1.1.32 **Settlement Date** is the date fixed for payment of the balance of the Price as set out in the Particulars of Sale to this Contract.
- 1.1.33 **Specifications** means the specifications to the Building annexed as Annexure "B".
- 1.1.34 **Tax Invoice** means a tax invoice as defined in the GST Act.
- 1.1.35 **Vendor** means the Vendor and includes, in the case of a corporation, its successors and assigns; and in the case of a natural person, his heir's executor's administrators and assigns.
- 1.1.36 **writing** includes typewriting, printing, lithography, photography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

1.1.37 words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter; and

1.1.38 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.2 Waiver

1.2.1 Any waiver of any provision or condition of this Contract must be in writing.

1.2.2 A waiver by any party of a breach of the other party of any covenant obligation or provision in this Contract contained or implied will not operate as a waiver of another or continuing breach of the same or of any other covenant obligation or provision in this Contract contained or implied.

1.3 Counterparts

This Contract may be executed in any number of counterparts each of which when so executed will be deemed to be an original and such counterparts will together constitute but one agreement.

1.4 Governing Law

This Contract takes effect, is governed by and will be construed in accordance with the Laws in force in the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.

1.5 Headings

Headings have been inserted for guidance only and will not affect the interpretation of this Contract.

1.6 Reading Down

If a provision of this Contract is void or voidable by either party or unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down it will be read down accordingly.

1.7 Where More Than One Purchaser

If there shall be more than one purchaser the agreements and obligations of the Purchaser under this Contract and the conditions contained in this Contract shall bind them and any two or more of them jointly and each of them severally.

1.8 Merger

The provisions of this Contract, including any warranty or agreement, do not merge on completion.

1.9 Conflict

In the event of any conflict between the Special Conditions and the General Conditions of this Contract the Special Conditions shall prevail.

2. INVESTMENT OF DEPOSIT

2.1 The deposit must be paid by the Purchaser in accordance with General Condition 11 of this Contract.

2.2 Subject to Special Condition 2.1, the Vendor and Purchaser authorise the Vendor's legal practitioner to invest the deposit but there is no obligation to do so. The parties agree that any interest which accrues on the deposit does not form part of the deposit money. Subject to Special Condition 2.3, any interest will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

2.3 If requested by the Vendor's legal practitioner, the Purchaser must give its tax file number to the Vendor's legal practitioner. The provision of a tax file number may be imposed as a condition by the Vendor's legal practitioner to a release to the Purchaser of any interest to which the Purchaser may become entitled.

2.4 The Vendor and the Vendor's legal practitioner are under no obligation to provide to the Purchaser a statement in respect of any interest that may be earned on the deposit.

3. BANK GUARANTEE IN LIEU OF DEPOSIT

3.1 The Vendor is not obliged to accept a Bank Guarantee as payment of the deposit or any part of the deposit. If the Vendor accepts a Bank Guarantee from the Purchaser in lieu of actual payment of the deposit or any part of the deposit it must be on terms acceptable to the Vendor at its absolute discretion and be

held on trust by the Vendor's legal practitioner for the Purchaser in accordance with the provisions of the Sale of Land Act 1962.

- 3.2 Without prejudice to the provisions of Special Condition 3.1, any Bank Guarantee:
- 3.2.1 Should not make reference to the Purchaser;
 - 3.2.2 Not have an expiry date;
 - 3.2.3 Describe the purpose as the deposit (or part thereof) for the purchase of [inset Lot description in full];
 - 3.2.4 be drawn in favour of the partners of the firm of the Vendor's legal practitioner as it may direct.
- 3.3 The Purchaser must pay the amount stipulated in the Bank Guarantee to the Vendor by unendorsed bank cheque on the Settlement Date or such other time as the Vendor is entitled to release of the deposit. On payment of the amount stipulated in the Bank Guarantee, the Vendor will return the Bank Guarantee to the Purchaser or the Bank Guarantor for cancellation.
- 3.4 If the Vendor rescinds or otherwise lawfully terminates this Contract, then to the extent that the amount has not already been paid to the Vendor by the Bank issuing the Bank Guarantee, the Purchaser must immediately pay the deposit (or so much of the deposit as is unpaid) to the Vendor or the Vendor's legal practitioners.
- 3.5 The Vendor's legal practitioner is entitled to call upon the Bank Guarantee without notice to the Purchaser, with the amount received to be treated as if it were the deposit or part of the deposit pay by the Purchaser.

4. WHERE PURCHASER IS A CORPORATION

- 4.1 Where the Purchaser is a corporation, as those words are defined in the Corporations Act 2001, which is not included in an official list of the Australian Stock Exchange Limited, then:
- 4.1.1 each person who signs this Contract on behalf of that corporation warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal disability;
 - 4.1.2 will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
 - 4.1.3 shall on the Day of Sale procure the execution by its directors, as defined in the Corporations Act 2001, of a personal guarantee for the payment of the purchase money and any other monies payable under this Contract by the Purchaser and the performance and observance by the Purchaser of the terms covenants and conditions to be performed and observed by the Purchaser under this Contract., in the form of that annexed to this Contract.
- 4.2 If the Purchaser fails to procure the execution of the guarantee referred in special condition 4.1.3, the Vendor may end this Contract by giving written notice to the Purchaser with immediate effect on it being served on the Purchaser.

5. CONDITIONS, WARRANTIES AND TERMS AFFECTING THE SALE

- 5.1 The Purchaser acknowledges that there are no conditions, warranties, representations or other terms affecting the sale of the Property other than those actually set out in this Contract or specified to be included in this Contract. or as may be required by any Laws. The Purchaser shall not be entitled to rely on any verbal representations, statements or warranties alleged to have been made by the Vendor or on behalf of the Vendor by any other person or persons or the Vendor's agent which are not expressly set out in this Contract.
- 5.2 This Contract contains the entire agreement and understanding between the parties and everything connected with the subject matter of this Contract and supersedes any prior agreement or understanding on anything connected with the subject matter.

- 5.3 The Purchaser acknowledges that:
- 5.3.1 any photographs or other images created for the marketing of the Lots are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, in respect to colours, finishes, material, depictions of landscaping and other representations of images used in marketing materials;
 - 5.3.2 descriptions or areas and measurements in any marketing materials for the development to be built on the Land (Development) are approximations only and may differ on completion of the development;
 - 5.3.3 the areas and dimensions of any display suite or model for the Development are on representative of actual areas or dimensions of the Lots or any part of the Common Property; and
 - 5.3.4 the information contained in any marketing materials for the Development is for illustration purposes only and is subject to change.

6. MAJOR DOMESTIC BUILDING CONTRACT

- 6.1 The Vendor has entered or will enter into a Major Domestic Building Contract (MDB Contract) with a Builder to undertake the Building Works to construct a dwelling on the Land.
- 6.2 The Purchaser acknowledges that although part of the Price is represented by the cost of the Building Works this Contract is not an MDB Contract for the purposes of the Domestic Building Contracts Act 1996 (the DBC Act), that the building contract referred to in Special Condition 6.1 is the MDB Contract for the purposes of the DBC Act and the Vendor is under no contractual obligation to the Purchaser to arrange, manage or carry out the construction of a dwelling on the Land. Subject to the provisions of the DBC Act, the Purchaser shall not be entitled to claim any compensation for any alleged non-compliance with the DBC Act. Any non-compliance shall not constitute a defect in the Vendor's title and the Purchaser shall not be entitled to exercise any rights as a result of non-compliance.
- 6.3 The Vendor will, if required by the DBC Act, ensure that the Purchaser receives on the Settlement Date a certificate that the Building Works are covered by the insurance for domestic building work required by the DBC Act.
- 6.4 Without prejudice to any other warranties required to be included in this Contract by any Laws, upon completion of this Contract the Purchaser shall have as the Vendor's successor in title the benefit of any warranties required of the Builder (but only to the extent they are required) concerning Building Works referred to in Section 8 of the DBC Act including as follows:
- 6.4.1 that the Building Works will be carried put in a proper and workmanlike manner and in accordance with the plans and specifications set out in the MDB Contract;
 - 6.4.2 that all materials to be supplied by the Builder for use in the Building Works will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the plans and specifications, those materials will be new;
 - 6.4.3 that the Building Works will be carried out in accordance with, and will comply with, all Laws and legal requirements including, the Building DBC Act 1993 and the regulations made under the DBC Act;
 - 6.4.4 that the Building Works will be carried out with reasonable care and skill and will be completed by the date or within the period specified in the MDB Contract;
 - 6.4.5 the dwelling being erected pursuant to the Building Works will be suitable for occupation where the Building Works are completed.

7. PROPERTY IS SOLD SUBJECT TO THE VENDOR'S MASTER CONTRACT

- 7.1 In this Special Condition:
- 7.1.1 **Contract** means this Contract of Sale between the Vendor and the named Purchaser.
 - 7.1.2 **Developer** means **Leakes Pty Ltd (ACN 109 665 572)**.

- 7.1.3 **Development** means the development of the Vendor's Land, and such other land added to the development from time to time.
- 7.1.4 **Master Contract** means the Contract of Sale of the Property between the Owners and the Vendor dated 1 October 2021, a copy of which is annexed to this Contract as **Annexure "C"**.
- 7.1.5 **Owners** mean collectively the named vendors of the Master Contract or otherwise former registered proprietors of the Property upon settlement of the Master Contract anticipated on or around 28 February 2022.
- 7.1.6 **Vendor** means **Dohertys Road Developments Pty Ltd (ACN 650 833 211)**, the named vendor of this Contract.
- 7.1.7 **Vendor's Land** means the property that is the subject property of the Master Contract, being the whole of the unsubdivided land known as Lot AS on the registered plan of subdivision no. PS810131T described in Certificate of Title Volume 12088 Folio 967.
- 7.1.8 **Property or Land** means the Lot or Lots on the unregistered Plan of Subdivision derived from the Vendor's Land and the subject property or properties sold by this Contract.
- 7.1.9 Any words and phrases not defined in this clause will, where applicable, have the meaning given to them in Special Condition 1, the Master Contract and any applicable legislation relating to the subject matter.
- 7.2 Notwithstanding Special Condition 11, the Purchaser acknowledges that this Contract is sold entirely subject to and conditional upon the completion of the Master Contract between the Owners and Vendor.
- 7.2.1 If the Master Contract is at an end for any reason, this Contract shall also be deemed to be at an end, without prejudice to the rights of any party arising from such event and all monies received from the Purchaser shall be refunded to it in full.
- 7.2.2 In case the Owners shall be restrained or prevented in any manner whatsoever from conveying title to the Vendor by the original settlement date of the Master Contract, the Vendor may extend the Settlement Date of this Contract for a period(s), the total of which shall not exceed thirty (30) days from the original Settlement Date, by notice in writing to the Purchaser, which notice shall specify such extended date(s) for completion.
- 7.2.3 If there is such an extension pursuant to Special Condition 7.2.2 and if the Vendor shall still be restrained or prevented from conveying title in terms of this Contract, the Vendor may terminate this contract by notice in writing to the Purchaser and all deposit and other monies received, on account of the purchase price, shall be refunded to the Purchaser.
- 7.2.4 The Purchaser acknowledges that:
- (a) pursuant to the Master Contract (a copy of which is annexed to this Contract), the Owners sold the Land to the Vendor;
 - (b) the Vendor has not completed the purchase of the Master Contract or commenced construction of dwellings on the Land and may be required to obtain the prior written consent of the Developer to advertise, sell, offer to sell, solicit offers to buy, enter into this Contract of Sale or in any way transfer the Land in whole or in part.
 - (c) the Purchaser must execute and do all things necessary to obtain the Developer's consent mentioned in Special Condition 7.2.4(b), including without limitation executing a resale deed in a form issued by the Developer with the Developer as a party to such deed;
 - (d) the Purchaser has read and agrees to be bound by all the special conditions of the Master Contract as applicable to the Purchaser (as subsequent transferee of the Master Contract) and the Vendor (as named purchaser of the Master Contract), as if the Purchaser were the named purchaser under the Master Contract, as applicable to the Purchaser in respect of the Property sold pursuant to this Contract; and
 - (e) for the purposes of completing this Contract, the Purchaser must do and sign all things as may be required by the Developer in accordance with the Master Contract.
- 7.2.5 The Purchaser shall indemnify, hold harmless and keep indemnified the Vendor against any Loss or Claim that the Vendor may indirectly or directly suffer, incur, pay or become liable for which

arises in any way from a breach by the Purchaser of the terms and conditions of the Master Contract or any resale deed.

- 7.2.6 The Purchaser accepts that it is familiar with all the matters and details required to be disclosed in this Contract and the Vendor Statement.
- 7.2.7 The Purchaser is satisfied with the accuracy of the information contained in the Contract and the Vendor Statement and shall be deemed to have entered into this Contract with full knowledge of and subject to any information required to be disclosed in the Contract of Sale and the Vendor Statement that forms part of this Contract.
- 7.2.8 The Purchaser will not seek to delay payment of any part of the price and will not make any objection or requisition concerning the matters dealt with in this Special Condition 7.

8. BUILDING WORKS

- 8.1 Subject to special condition 8.3 the Vendor warrants that the Building Works will be completed substantially in accordance with the attached Plans and Specifications.
- 8.2 The Purchaser acknowledges having examined and approved the Plans and Specifications before signing this Contract.
- 8.3 The Vendor or the Builder may without seeking the consent or approval of the Purchaser make such minor variations to the Plans and Specifications (including the substitution, variation or change of construction details, finishes, colours, materials, fixtures or appliances) as are considered necessary or desirable:
 - 8.3.1 to comply with the requirements any Authority;
 - 8.3.2 to comply the Building Code of Australia;
 - 8.3.3 to satisfy any Requirements;
 - 8.3.4 to comply with the request of any building surveyor;
 - 8.3.5 to address site conditions;
 - 8.3.6 to deliver any services to the Property or any common property;
 - 8.3.7 to obtain registration of the Plan;
 - 8.3.8 if specified finishes, materials or appliances are not readily available, or
 - 8.3.9 for any other reason,

and the Purchaser shall have no right of objection, provided only that where work or materials, finishes, colours, fixtures or appliances are substituted, the replacement shall, as nearly as possible, be of similar quality or standard.

- 8.4 The Purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of any variation, alteration or substitution to the Plans and Specifications made in accordance with Special Condition 8.3.
- 8.5 The Purchaser agrees that it is not entitled to make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement on the grounds that the Plan as registered does not accord with the Plan of Subdivision in a manner which materially affects the Lot hereby sold if any variation or discrepancy between the Lot sold and the corresponding Lot shown on the Plan of Subdivision when registered, or any variation or discrepancy between the number, size or location of any Lot as presently appearing on the Plan of Subdivision and as appears on the Plan of Subdivision when registered is not greater than 5% variation or discrepancy on the basis that the Purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.
- 8.6 Variations Requested by the Purchaser
The Purchaser may request the Vendor to consider minor variations to the Plans and Specifications, but the Vendor may refuse at make any variations at its absolute discretion. Any variations will not be considered accepted unless it is recorded in writing and approved by signature of the Vendor, the Purchaser and the Builder.
- 8.7 If the Vendor must pay additional amount to the Builder for the variations:

- 8.7.1 the Purchaser must have paid a deposit or supplied a bank guarantee respectively equal to or covering 10% of the Price for the Property as a precondition to the Vendor authorising the Builder to proceed with the variations, and
- 8.7.2 the additional amount for the variation is deemed added to the Price for the Property and must be accounted for by the Purchaser at settlement.
- 8.8 If this Contract is cancelled for any reason other than the default of the Vendor and any variations requested by the Purchaser have been contracted, commenced or completed, the Purchaser shall remain liable for:
- 8.8.1 any additional amount paid or payable by the Vendor to the Builder for the variations; and
- 8.8.2 the cost, if any, of restoring the Building Works (including any repainting in a standard interior colour at the discretion of the Vendor) to the stage reached at the time of cancellation of the Contract as if the Building Works had proceeded to that stage without any variations, and shall promptly pay or reimburse the Vendor upon receipt of the Vendor's written demand or if the Purchaser is entitled to refund of the deposit following cancellation of the Contract the Vendor shall be entitled to retain all or such part of the deposit and any other monies paid by the Purchaser under this Contract as is required and if the deposit and any other monies paid are insufficient the Vendor shall be entitled to make written demand on the Purchaser for prompt payment of the deficiency.
- 8.9 **Occupancy Permit**
The Building Works will be deemed to have been completed upon the issue of an Occupancy Permit or the Vendor producing to the Purchaser a certificate signed by the Vendor's project manager stating that the Building Works have been completed to its satisfaction.
- 8.10 If an Occupancy Permit has not issued by the Occupancy Permit Issue Date either the Vendor or the Purchaser may cancel this Contract but the Purchaser shall have no other remedy for failure to complete the Building Works.
- 8.11 If there is a dispute concerning completion of the Building Works or the quality of materials or standard of workmanship the Purchaser shall not be entitled to delay settlement or retain any part of the Price as security.
- 8.12 **Rectification of Defects**
The Vendor shall ensure that the Builder attends at the Builder's expense to rectify any defects in the Building Works due to defective materials or faulty workmanship, which are notified in writing by the Purchaser to the Vendor within the period of three (3) calendar months after the Settlement Date.
- 8.13 The Vendor shall not be under any obligation with respect to any defects in the Building Works except those which are the responsibility of the Builder under its building contract with the Vendor and in respect of which notice has been given to the Vendor in accordance with Special Condition 8.12.
- 8.14 Nothing in this Special Condition 8 derogates from any statutory entitlement in relation to warranties that the Purchaser may have against the Vendor or any Builder pursuant to any Laws.
- 8.15 The Purchaser acknowledges and agrees that some of the materials used in the construction of the Building (particularly finishes and fittings) may comprise natural products (such as stone, timber and the like, which may exhibit variations in shade, colour, texture, surface, finish, marks or the like, may contain natural fissures, occlusions, lines indentations or the like and may fade or change colour over time. These natural products may also mark or stain, may be disfigured by impact or scratching or other means. The Purchaser may not make any claim in respect of such matters but nothing in this special condition removes any rights of the Purchaser where this arises from poor workmanship.
- 8.16 **Equipment Warranties**
To the extent that it is able to do so, the Vendor shall at settlement be deemed to have assigned to the Purchaser all its rights under any warranty or obligation given by the supplier or installer of any fixtures, fittings, equipment or appliances installed on the Property.
- 8.17 **Services**

The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available for connection but will not, or may not be connected to the Property at settlement and the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting all such services to the Property. The Purchaser must not make any claim against the vendor or delay settlement as a result of any services being available but not connected to the property on the Settlement Date.

8.18 Natural Surface Level

The Vendor discloses that works have been or will be undertaken, as disclosed in the Plan of Subdivision, which will affect the natural surface of the Land. This includes but is not limited to, excavation works relating to the foundations and car park level(s) of the Building. The Purchaser must not rescind, make any objections, requisitions or refuse to pay the Price or delay settlement due to any matter disclosed in this special condition.

9. VENDOR'S RIGHT TO TERMINATE THIS CONTRACT

If:

- 9.1 the Vendor is unable to obtain the issue of a Planning Permit for the Development in a form satisfactory to the Vendor (including without limitation for the number of residential Lots to be constructed as part of the Development), at its absolute discretion;
- 9.2 a third party appeals against the issue of a Planning Permit for the Development;
- 9.3 an Authority imposes any Requirements under the Planning Permit, or for registration of the Plan of Subdivision or for the construction of the Development that the Vendor at its absolute discretion considers too onerous to comply with, perform or accept;
- 9.4 the Vendor is unable to obtain a number of pre-sales of Lots for the price and on terms so as to make the Development a satisfactory commercial venture, as determined by the Vendor at its absolute discretion;
- 9.5 the Vendor is unable to obtain finance for the Development on the security of the Land on terms and conditions satisfactory to Vendor at its absolute discretion; or
- 9.6 the terms and conditions imposed by any proposed lender for the funding of the Development are unable to be satisfied, or cannot be satisfied within a reasonable time, or are unduly onerous, whether in relation to the pre-sales of Lots, the provision of security to the lender or any other matter, determined by the Vendor at its absolute discretion;

then the Vendor may by notice in writing to the Purchaser terminate this Contract and all moneys paid by the Purchaser will be refunded to the Purchaser. Upon termination, no party shall have any further right or claim against the other.

10. FOREIGN INVESTMENT APPROVAL

The Purchaser warrants to the Vendor that any approval required under the Foreign Acquisitions and Takeovers Act 1975 [as amended] or any real estate policy guidelines of the Commonwealth Government of Australia and/or the approval of the Reserve Bank of Australia under Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisitions and Takeovers Act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect, the Purchaser indemnifies the Vendor against any loss [including consequential loss] which the Vendor suffers as a result of the Vendor having relied upon this warranty at the time of entering into this Contract.

11. REGISTRATION OF PLAN OF SUBDIVISION

- 11.1 This Contract is conditional upon the Plan of Subdivision being registered by the Plan Registration Date.
- 11.2 The period between the Day of Sale and the Plan Registration Date is the period specified for the purposes of Section 9AE of the Sale of Land Act. 1962.
- 11.3 If the Plan has not been registered by the Registrar of Titles by the Plan Registration Date, for any reason, then either party may rescind this Contract by written notice to the other party in which event all monies paid by the Purchaser by way of deposit will be refunded to the Purchaser and neither party will have any claim against the other party under this Contract.

- 11.4 If any requirement of any Authority, the Registrar of Titles, in connection with the approval, certification or registration of the Plan of Subdivision is, in the opinion of the Vendor, too onerous for the Vendor to perform, or if registration of the Plan of Subdivision is refused, the Vendor will be entitled to rescind this Contract by giving notice the Purchaser with immediate effect. In that event all monies paid by the Purchaser by way of deposit will be refunded to the Purchaser and neither party will have any claim against the other party under this Contract
- 11.5 The Purchaser shall not do anything to prevent or delay the registration of the Plan of Subdivision.

12. VARIATION AND ALTERATION TO PLAN OF SUBDIVISION

- 12.1 Subject to the relevant Laws, the Vendor may make alterations, amendments or variations to the Plan which the Vendor considers necessary or desirable, including without limitation as to:
- 12.1.1 the total number of Lots;
 - 12.1.2 the numbering of the Lots;
 - 12.1.3 the Lot entitlements;
 - 12.1.4 the dimensions or any Lot or of any Common Property;
 - 12.1.5 the number of Owner's Corporations; or
 - 12.1.6 the location of any Lots or Common Property;

in the Plan, and also, without limitation, to provide for further stages of Development and the relocation of easements presently shown on the Plan, and to alter those parts of the Building from time to time in accordance with the proposed amendment of any Permit or planning scheme affecting the Property.

- 12.2 Subject to Section 9AC of the Sale of Land Act 1962. the Purchaser may not make any requisition, objection or claim against the Vendor in respect of any alteration, amendment or variation to the Plan provided that the alterations or variations to the Plan does not materially and directly affect the Property sold. The Purchaser agrees that any alteration, amendment or variation to the Plan which when registered is not greater than 5% variation or discrepancy is not a material variation or discrepancy.

13. TITLE

- 13.1 **No Objection to Restrictions or Conditions**
On registration of the Plan of Subdivision the Purchaser must accept as identical with the Property the Lot corresponding to the Property and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in respect of:
- 13.1.1 alteration to the Plan of Subdivision made in accordance with this Contract;
 - 13.1.2 any matter contained in, endorsed upon or annexed to the Plan of Subdivision when it is registered by the Registrar of Titles;
 - 13.1.3 any agreement pursuant to section 173 of the *Planning and Environmental Act 1987* entered into by the Vendor, whether registered or not;
 - 13.1.4 any variation between the number, size or location of the Lots or Common Property presently appearing on the Plan of Subdivision or any renumbering of any Lot on the Plan of Subdivision;
 - 13.1.5 any variation to the schedule of lot entitlement or lot liability on the Plan of Subdivision made prior to registration of the Plan of Subdivision by the Registrar of Titles; or
 - 13.1.6 any variation to the construction or design of the Building or the Property as long as the variation does not materially affect the Property.

- 13.2 The Purchaser buys the Property subject to any statute, order, regulation, by law, restriction or condition imposed by any Authority or under any planning scheme and any other planning controls.
- 13.3 The Purchaser admits that the Property is sold subject to the provisions of the Subdivision Act 1988 as amended or varied) and purchases the Property subject to any easements, covenants or similar encumbrances affecting the Land including those required by this Contract or implied by Law and any easements affecting the Common Property.
- 13.4 **Vendor may deal with the Title**
Without limitation, the Vendor may:
- 13.4.1 grant a mortgage or charge over the Land or the Property;
- 13.4.2 sell the Land or the Property to another person and assign or novate this Contract to another party in accordance with Special Condition 13.5;
- 13.4.3 deal with any or all of its rights or obligations under this Contract by way of security or assignment;
- 13.4.4 consolidate, subdivide or otherwise deal with all or any certificates of title comprising the Land as the Vendor deems appropriate without reference to the Purchaser.
- 13.5 If prior to the Settlement Date a party other than the Vendor is or becomes registered proprietor of the Land or the Vendor's rights under this Contract are assigned to another party, then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Land or to whom the Vendor's rights under this Contract are assigned. In addition, if requested by the Vendor the Purchaser must promptly at the request of the Vendor execute a deed in a form prepared by the Vendor or its legal practitioner pursuant to which the Purchaser binds itself to perform any obligations imposed upon the Purchaser under this Contract to the party that becomes the registered proprietor of the Land. The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as the Purchaser's joint and several attorneys to sign such deed for and on behalf of the Purchaser if the Purchaser is in breach of this Special Condition. Production of this Contract shall be conclusive evidence of such appointment
- 13.6 The Purchaser must not make any objection, requisition or claim, delay completion of or rescind or terminate this Contract in respect of any of the matters set out in this special condition 13.

14. GOODS

The property in any Goods sold pursuant to this Contract shall not pass to the Purchaser until payment of the whole of the Price. This Contract shall not be avoided on the ground that the Goods or any of them cannot be delivered to the Purchaser and the Purchaser's rights for non-delivery shall be limited to any claim the Purchaser may have for compensation or damages.

15. SERVICES

- 15.1 The Vendor may in its absolute discretion determine to enter into arrangements for, or cause the connection and provision of amenities or services to the Property or the Land prior to the Settlement Date, including:
- 15.1.1 electricity, water or gas supply;
- 15.1.2 telecommunications services;
- 15.1.3 internet services;
- 15.1.4 technology; and
- 15.1.5 communications.
- 15.2 If the Vendor enters into an arrangement, or causes, the connection and provision of services and amenities in accordance with special condition 15.1, it may:

- 15.2.1 make payment of a sum or sums of money; or
 - 15.2.2 give a bond; or
 - 15.2.3 causes a bank guarantee to be given; or
 - 15.2.4 a combination of the above;
 - 15.2.5 to the relevant Authority to secure the provision of a service or amenity to the Property or the Land being subdivided or any part of the Land being subdivided and the Purchaser shall not make any requisition, objection, demand or claim against the Vendor. At settlement the Purchaser must reimburse the Vendor for any payment, bond or bank guarantee in respect of the Property, or if given or made in respect to the Land, in the reasonable proportions that the Vendor may determine.
- 15.3 The Purchaser acknowledges that it is otherwise responsible for the connection of all services to the Property and the Vendor is not obliged to connect the services to the Property.
- 14.3 This Condition 14 shall continue to enure for the benefit of the Vendor and shall not merge in the transfer of the Land.

16. VENDOR'S RIGHTS TO CREATE FURTHER ENCUMBRANCES AND RESTRICTIONS

- 16.1 Section 10(1) of the Sale of Land Act 1962 shall not apply to this Contract in respect of the final location of any easements shown on the Plan.
- 16.2 The Purchaser acknowledges that the Vendor:
- 16.2.1 may be required to:
 - (a) enter into leases with statutory authorities, supply authorities or companies or other entities; and
 - (b) create or vary easements, enter licences, enter covenants and grant or create other like rights, privileges or restrictions (including, without limitation, positive covenants under agreements pursuant to section 173 of the *Planning and Environmental Act 1987*) or land dedication,

to enable certification or registration of the Plan of Subdivision or otherwise as may be required by or for any Authority or an Owners Corporation or for the provision of any amenities or services; and
 - 16.2.2 may require the Purchaser to create in the instrument of transfer of the Land, easements or covenants which burden the Land, which are necessary for the development and proper functioning of the Building or any later development.
- 16.3 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser will not make any objection, requisition or claim nor rescind, terminate or delay settlement of this Contract because of anything contemplated by special condition 16 or in respect of any excess or deficiency whether in area, boundaries, measurements occupation or nature of a Lot of the Common property or on the grounds the Plan of Subdivision, as registered, does not accord with the proposed Plan of Subdivision.

17. RATES, TAXES, INSURANCE PREMIUMS AND OTHER OUTGOINGS

- 17.1 **Included Outgoings**
General Condition 15.1 shall be read to include as periodic outgoings any rates, taxes, assessments, fire insurance premiums, charges, levies or contributions (including Owners Corporation contributions) or other property outgoings not separately assessed on the Property.
- 17.2 **Delivery of Adjustments**

Subject to Special Condition 17.3, the Purchaser must deliver to the Vendor's legal practitioner or conveyancer a statement of the adjustments of periodic outgoings at least five (5) Business Days prior to Settlement. If the Purchaser fails to do so, the Purchaser is deemed to have made default in payment of the balance of the Price. The default commences five (5) Business Days before the Settlement Date and continues until the statement of adjustments is delivered to the Vendor's legal practitioner or conveyancer. Settlement may, at the option of the Vendor, be extended by the number of days which the Purchaser is in default under this Special Condition.

- 17.3 Vendor may prepare adjustments
Despite Special Condition 17.2, the Purchaser acknowledges and agrees that the Vendor may elect to prepare the statement of adjustments and may notify the Purchaser of this election at any time.
- 17.4 Adjustment on Lot Liability basis
If there is no separate assessment of any periodic outgoings for the Property, then the Property is to be treated as contributing that proportion of the periodic outgoing, Owners Corporation contribution or land tax as the lot liability for the Lot sold bears to the total Lot liability of all the Lots and on the basis that they have been paid by the Vendor. The Vendor and the Purchaser must adjust accordingly.
- 17.5 Payment of Outgoings
The Vendor may, in its absolute discretion, elect to pay any outgoings (including land tax, council rates and water rates) in respect of the Property at any time before or after Settlement provided that the Vendor must pay each outgoing prior to its due date for payment.
- 17.6 Supplementary Rates
The Purchaser accepts that it will be solely responsible for the payment of any supplementary rates, taxes, charges or outgoings assessed, charged or levied against the Property following Settlement.
- 17.7 No objection by Purchaser
The Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay Settlement because of any matter or thing set out in this Special Condition 17.
- 17.8 Owners Corporation Certificate
If required by the Vendor, the Purchaser must pay by way of adjustment the cost of obtaining any Owners Corporation certificate prior to Settlement.

18. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all 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.
- 15A.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 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

19. GST WITHHOLDING

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.

- 15B.4 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.
- 15B.5 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser must at settlement, if the vendor so request, 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 15B.9 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 of 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.

15B.10 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.

15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's 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.

15B.12 This general condition will not merge on settlement.

20. STAMP DUTY

20.1 At settlement, the Vendor will provide to the Purchaser a statutory declaration for the purpose of determining the dutiable value of the Property for the purposes of the Duties Act 2000. The Vendor may at its sole discretion use any permitted method to calculate the dutiable value of the Property.

20.2 The Purchaser acknowledges and agrees that no warranties have been given to the Purchaser as to the stamp duty payable by the Purchaser in connection with the purchase of the Property pursuant to this Contract and that the Purchaser is liable for all stamp duty assessed on the transfer of land or on any nomination which the Purchaser elects to make.

20.3 The Vendor may, but is not obliged to, insert an estimate of the Base Land Value or percentage of construction of the Development to the Day of Sale, in the Particulars of Sale to this Contract. The Vendor is not bound by any such estimate. If the Vendor or any representative of the Vendor has provided any estimate of stamp duty, Base Land Value, percentage of construction of the Development to the Day of Sale or any other estimate of an amount or percentage upon which dutiable value of the Property may be calculated or derived, whether included in the Particulars of Sale to this Contract or otherwise, the Purchaser agrees that:

20.3.1 this is an estimate only and this estimate may change;

20.3.2 any such estimate was based on information reasonably available to the Vendor or its representative at or about the time it was given;

20.3.3 the Purchaser did not rely on that estimate but instead made its own estimate.

- 20.4 The Purchaser indemnifies the Vendor against any stamp duty, interest and costs or any of them that become payable in respect of the transfer of land delivered under this Contract and any nomination which the Purchaser elects to make.
- 20.5 The Purchaser must not make any requisitions or claim any compensation or purport to rescind this Contract or avoid any of its obligations under the Contract due to:
- 20.5.1 any changes made by the Vendor to any estimates given in respect to stamp duty or amounts or percentages upon which the dutiable value of the Property may be calculated or derived (whether included in this Contract or otherwise); or
- 20.5.2 the issue of any amended assessment of duty payable, notwithstanding any amounts or percentages declared in the statutory declaration referred to in Special Condition 20.1 or any estimate in the Particulars of Sale to this Contract.

21. NOMINATION

- 21.1 The Purchase may exercise the Purchaser's rights under general condition 18 if:
- 21.1.1 the Purchaser is not in default under the Contract;
- 21.1.2 the Purchaser provides to the Vendor:
- (a) a nomination form in the form acceptable to the Vendor its complete discretion, executed by the nominee and the Purchaser;
- (b) if the nomination notice is executed under power of attorney, a certified copy of the power of attorney;
- (c) a copy of the signed nominee statutory declaration required by the State Revenue Office;
- (d) where the nominee purchaser is or includes a company, a guarantee and indemnity executed by the directors and shareholders on the nominee purchaser, in the form of that annexed to this Contract but with consequential amendments necessary to complete the guarantee and indemnity as required by the Vendor;
- (e) reimbursement of the Vendor's legal practitioner's costs of and incidental to the nomination.
- 21.2 The Purchaser may only nominate by complying with this Special Condition.

22. ACCESS FOR CONSTRUCTION AND POST-SETTLEMENT MATTERS

- 22.1 The purchaser acknowledges that:
- 22.1.1 Not all of the Lots on the Plan of Subdivision may be sold before Settlement Date;
- 22.1.2 The Vendor will conduct marketing activities in or about the Building and the land in the Plan of Subdivision generally for the marketing of unsold Lots in the Building and of the marketing of Lots on the Plan of Subdivision involving, among other things, placing signs and other marketing material on the Building and the Common Property ("marketing activities") after Settlement Date;
- 22.1.3 The Builder may be obliged to carry out rectification and repair works after Settlement Date ("Repair Works") and may need to access the Building and the Common Property to carry out the works.
- 22.2 The Purchaser grants:
- 22.2.1 the Vendor a right to access the Building and the Common Property to carry on the marketing activities;

- 22.2.2 the Builder a right to access the Building and the Common Property to carry out the Repair Works.
- 22.3 The Purchaser will not, and will use its best endeavours to procure that the Owners Corporation does not, make any objection or requisition or bring any claim or action, against either the Vendor or the Builder as a consequence of anything connected with:
- 22.3.1 The Repair Works and any access rights exercised by the Vendor or the Builder in respect of them and any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from the Repair Works; or
- 22.3.2 The marketing activities and any access rights exercised by the Vendor in respect of marketing activities and any inconvenience that may result from them.

23. OWNERS CORPORATION

- 23.1 Purchaser buys subject to Acts and Regulations
The property is sold and the Purchaser buys the property and shall take title subject to the provisions of the provisions of the Subdivision Act 1988 and the Owners Corporation Act 2006 ("Acts") as amended and the regulations issued pursuant to any of the Acts as amended ("Regulations") and in particular the following matters consequent upon registration of the Plan of Subdivision:
- 23.1.1 The Lot entitlement and Lot liability and all other matters endorsed on the Plan of Subdivision as it is registered;
- 23.1.2 The easements in favour of or affecting a Lot by virtue of the Acts as amended; and
- 23.1.3 The Rules of the Owners Corporation.
- 23.2 Purchaser's acknowledgments
The Purchaser acknowledges and agrees that:
- 23.2.1 Upon registration of the Plan of Subdivision the Owners Corporation will commence;
- 23.2.2 The Purchaser will become a member of the Owners Corporation after Settlement;
- 23.2.3 The Purchaser will be required to pay levies to the Owners Corporation;
- 23.2.4 The Purchaser buys subject to the Owners Corporation Rules (if any) which may alter prior to Settlement.
- 23.2.5 While the Vendor remains the owner or occupier of any part of the Development of which the Property forms part the Purchaser will not exercise any of its rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as would:
- (a) hinder the completion of the construction or completion of the Development or the provision of any services or facilities within the Development; or
- (b) hinder the Vendor's marketing activities; or
- (c) delay, impede or prevent the passage of the special resolution to adopt or vary any proposed Owners Corporation Rules as required by the Vendor at its absolute discretion; or
- (d) delay, impede or prevent the appointment of an Owners Corporation manager selected by the Vendor and on terms required by the Vendor at its absolute discretion; or
- (e) be contrary to the directions of the Vendor from time to time; and

the Purchaser must exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time and for this purpose grants to the Vendor the right to attend any meeting of the Owners Corporation and vote as proxy for the Purchaser.

- 23.3 **Rights of Vendor to be imposed on successive owners**
If the Purchaser sells the Property while the Vendor remains owner or occupier of the Development or any part of the Development, the Purchaser must ensure that its successors in title confer upon the Vendor the respective rights conferred on the Vendor in this Special Condition 23.
- 23.4 **The Acts**
The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price for any matter affecting the Property under the Acts for any Action properly taken by the Vendor pursuant to the Contract and affecting the Contract.
- 23.5 **Voting**
The Purchaser may not vote against the Vendor in relation to any resolution proposed by the Vendor relating to the Development, the Plan of Subdivision and any stages and the management administration and operation of the Owners Corporation for a period of 12 months after the Settlement Date.
- 23.6 **Adjustments**
Levies imposed by the Owners Corporation shall be adjusted between the Vendor and the Purchaser in accordance with General Condition 15.
- 23.7 **Insurance**
The Vendor shall upon approval by the Registrar of Titles of the Plan of Subdivision cause the Owners Corporation to adequately insure the Building in accordance with the provisions of the Acts and the Regulations (as amended).

24. TELECOMMUNICATION FACILITIES

The Purchaser acknowledges and agrees that any cabling, fibre optics, data lines, line links, head ends, wiring conduits, boxes, wall plates, splitters and any ancillary equipment relating to telecommunications or information technology systems to be connected to the Property remain at all times the property of either:

- (a) the Owners Corporation, where that equipment is supplied by the Vendor; or
- (b) the company that supplied that equipment;

and do not form part of the Property and Goods sold with this Contract.

25. CAVEAT

- 25.1 The Purchaser must not lodge, or allow any person claiming through it or acting on its behalf as its agent to lodge, any caveat over any certificate of title relating to the Land or the Property. The Purchaser acknowledges that a breach of this Special Condition may delay or prevent registration of the Plan of Subdivision or delay or prevent settlement by the Vendor of sale of all or some of the Lots.
- 25.2 The Purchaser indemnifies and shall keep indemnified the Vendor against any claim or losses which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this Special Condition 25 including without limitation any interest paid by the Vendor to its mortgagees having any interest in the Property from and including the date of lodgement of the caveat or the application to have the Plan approved by the Registrar of Titles [whichever is the later] until and including the date of withdrawal of the said Caveat or approval of the Plan by the Registrar of Titles [whichever is the later].
- 25.3 This Special Condition 25 is an essential term of this Contract and shall not be affected by the rescission of this Contract by either party, and the rights conferred by this Condition shall be in addition to any common law or other rights that the Vendor may now or in future have.
- 25.4 If a caveat is lodged in breach of this Special Condition, the Purchaser must consent to the lodging of any document or dealing at the Land Registry by or on behalf of the Vendor and in connection with the Plan. Any demand by the Vendor for such a consent will not constitute a waiver of the Purchaser's breach of this Contract. The Purchaser irrevocably appoints the Vendor and each director, officer and manager of

the Vendor as the Purchaser's joint and several attorneys to sign and lodge and withdrawal of caveat lodged by the Purchaser in breach of this Special Condition. Production of this Contract shall be conclusive evidence of such appointment.

26. NO RESALE

The Purchaser must not sell, transfer, assign or otherwise dispose of the Property or its interest in the Property prior to the registration of the Plan of Subdivision. The Purchaser also must not appoint any selling agent and must not erect any "For Sale" or similar sign or banner on the Property at any time prior to the registration of the Plan of Subdivision.

27. DEFAULT BY PURCHASER

27.1 General Condition 26 of this Contract shall not apply to this Contract and in its stead the following shall be substituted:

A Purchaser breaching this Contract shall pay to the Vendor on demand:

27.1.1 all costs, charges and expenses incurred by the Vendor, including the costs of the Vendor's legal practitioner on a solicitor and own client basis, in the exercise of any rights of the Vendor arising out of the default of the Purchaser under any condition of this Contract and in the case of a default in respect of which any such rights of the Vendor are exercised such default shall be deemed not to be remedied unless and until such payment is made. Notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser, time shall remain of the essence to this Contract;

27.1.2 expenses payable by the Vendor under any existing loan secured over the Property or other property of the Vendor;

27.1.3 compensation for any reasonably foreseeable loss incurred by the Vendor; and

27.1.4 interest at the rate of 4% per annum plus the rate for time being fixed by section 2 of the Penalty Interest Rates Act 1983 on any money owing under this Contract during the period of default;

without prejudice to the exercise of any other rights, powers and remedies of the Vendor under this Contract, at law or in equity or otherwise until payment of the residue.

27.2 The Purchaser indemnifies the Vendor against all loss referred to in special condition 27.1.

27.3 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and is not affected by:

27.3.1 the granting of time, forbearance or other concession;

27.3.2 any absolute or partial release;

27.3.3 any variation, novation, nomination, renewal or assignment;

27.3.4 the fact that this Contract is wholly or partially void, voidable or unenforceable;

27.3.5 any exercise or purported exercise of any right, or

27.3.6 completion or termination of this Contract.

27.4 If an insolvency event occurs in respect to the Purchaser, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the insolvency event occurs and the Vendor may rescind this Contract at any time after the insolvency event occurs by notice to the Purchaser with immediate effect.

27.5 For the purposes of this Contract, an insolvency event occurs when:

- 27.5.1 a receiver, receiver and manager, trustee, administrator, other controller (as defined in the relevant Laws applying to the incorporation and constitution of the Purchaser] or similar official is appointed over any of the assets or undertaking of the Purchaser;
- 27.5.2 the Purchaser suspends payment of its debts generally;
- 27.5.3 the Purchaser is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the applicable Laws applying to the Purchaser;
- 27.5.4 the Purchaser enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- 27.5.5 a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator;
- 27.5.6 the Purchaser takes any step to obtain protection or is granted protection from its creditors under any applicable Laws;
- 27.5.7 an application or order is made for the winding up or dissolution of the Purchaser, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Purchaser, otherwise than for the purpose of an amalgamation or reconstruction;
- 27.5.8 anything analogous or having substantially the same effect to any of the events specified above happens under any applicable Laws.

28. NOTICES

- 28.1 Waiver
 - A provision of or a right created under this Contract cannot be:
 - 28.1.1 waived except in writing signed by the party granting the waiver, or
 - 28.1.2 varied except in writing signed by or on behalf of the parties.
- 28.2 No Merger
 - The provisions of this Contract capable of having effect after the Settlement Date do not merge on Settlement or the transfer of the Property and continue to have full force and effect after Settlement.
- 28.3 Notices
 - 28.3.1 A notice under this Contract has no legal effect unless it is in writing.
 - 28.3.2 In addition to any other method of service provided by Law, a notice may be:
 - (a) sent by prepaid post to: or
 - (b) delivered at:
 - (i) the address of the addressee set out in this Contract or subsequently notified;
 - (ii) sent by facsimile to the facsimile number of the addressee;
 - (iii) delivered at the address for service of the addressee;
 - (iv) sent by email to the email address of the addressee.
 - 28.3.3 If a notice is sent or delivered in a manner provided by Special Condition 28.3.2, it is deemed to be given to and received by the party to which it is addressed:
 - (a) if sent by post within Australia to an address in Australia, on the second Business Day after posting;
 - (b) if sent by post to an address outside of Australia, on the fifth Business Day after posting;
 - (c) if sent by facsimile transmission before 5.00 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt;

- (d) if sent by email, the time of receipt with the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000;
- (e) if otherwise delivered before 5.00 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

- 28.3.4 Despite Special Condition 28.3.3(c), a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the successful transmission of the number of pages in the notice.
- 28.3.5 A notice is deemed sent or delivered if it is validly given to and received by the party to which it is addressed even if the party has been liquidated or deregistered or is absent from the place where the notice was delivered to or sent, or the notice is returned unclaimed.
- 28.3.6 A Purchaser is not relieved from any obligations under this Contract if it has failed to notify the Vendor of a change of address for service, or a change of facsimile number or email address or if the Vendor no longer has any knowledge of where to serve a notice, in which case the Vendor may deliver or send a notice to the last known address of the Purchaser.
- 28.3.7 If a party to which a notice is to be given consists of more than one person then the notice is treated as given to that party if given to any one of those persons.
- 28.3.8 Any notice by a party may be given and signed by the party's legal practitioner, conveyancer or other representative.
- 28.3.9 Without limiting any other method or address for service, a notice under this Contract is validly given if it is served on the Purchaser's legal practitioner or conveyancer whether or not those details are included in the Particulars of Sale to this Contract.

29. ISSUE OF PLANNING PERMIT

- 29.1 Completion of this Contract is subject to and conditional upon the issue of a Planning Permit for the construction of residential dwellings in a form satisfactory to the Vendor, at its absolute discretion.
- 29.2 If the Planning Permit has not been issued by Wyndham City Council within twelve [12] months from the date of this Contract, for any reason, or if in the absolute discretion of the Vendor any condition of any Planning Permit that is issued is deemed by the Vendor as too onerous, then the Vendor may rescind this Contract by written notice to the other party in which event all monies paid by the Purchaser by way of deposit will be refunded to the Purchaser and neither party will have any claim against the other party under this Contract.
- 29.3 The Purchaser shall not do anything to prevent or delay the approval of the Planning Permit.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

11.2 If the land is sold 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 registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

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

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

13. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

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

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for

service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition

24.2, but may claim compensation from the vendor after settlement.

- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Annexure "A"

Building Drawings



DOUBLE GLAZING NOTE:
DOUBLE GLAZING IS TO BE PROVIDED TO ALL
RESIDENTIAL WINDOWS AS OUTLINED IN THE
ACCREDITED DESIGN ASSESSMENT.

NOTE:
THE BALCONY TO COMPLETE ALL
RESIDENTIAL UNITS. BALCONY FINISHES TO BE
AS APPROVED IN THE ACCREDITED DESIGN
ASSESSMENT WITH A MINIMUM OF 1.2M
WIDE.

**WARDLE
DESIGN**
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**LOT AS,
LAWFORD ST,
TRUGANINA**

17 TOWNHOUSES

PROJECT NO.	21-077
DRAWN BY	VC
CHECKED BY	BW
DATE	10/11/2021
SCALE	1:100 @ A1, 1:200 @ A5
ISSUE	TOWN PLANNING

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No.	Description	Date
A	TP_LODGE	28/07/20
		21

REVISION
A TP1

SITE/GROUND FLOOR PLAN
SCALE: 1:100



354'49"10" = 135.923M

DEVELOPMENT SUMMARY	
SITE AREA	3000m ²
SITE COVERAGE	15.5%
OVERALL GROUND AREA	1917m ² (50%)
NUMBER OF DWELLINGS	7
CARSPACES	34
200-LIT RAINWATER TANK	
ALLOWED FOR RAINFALL STORAGE/RETENTION	1000L PER 1000L OF RAINFALL
PROPOSED CANOPY TREE:	
	EXISTING TREE
	EXISTING TREE TO BE REMOVED
	PROPOSED CANOPY TREE
PRESERVE VISIBILITY SLOPE	
ANY STRUCTURE OR OBJECT WITH VISIBILITY SHALL NOT BE MORE THAN 10m IN HEIGHT	
AREA SCHEDULE	
DWELLING 1	34m ²
DWELLING 2	85m ²
TOTAL	119m ² (13.3%)
COURTYARD (SPD)	33m ²
PRIVATE OPEN SPACE	57m ²

DWELLING	DWELLING 1	DWELLING 2	DWELLING 3	DWELLING 4	DWELLING 5	DWELLING 6	DWELLING 7
COURTYARD (SPD)							
PRIVATE OPEN SPACE							
TOTAL	119m ² (13.3%)	119m ² (13.3%)	119m ² (13.3%)	119m ² (13.3%)	119m ² (13.3%)	119m ² (13.3%)	119m ² (13.3%)



STREET

LADBROKE

LOT AS, LAWFORD ST, TRUGANINA

17 TOWNHOUSES

PROJECT No. 21-077

DATE 10/11/2021

SCALE 1:100 @ A1 1:200 @ A3

DRAWN BY VC

CHECKED BY BW

REASON A

SHEET TP2

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Date 28/07/2021

No. A

TPI CODE

Description

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WARDLE DESIGN

SITE/GROUND FLOOR PLAN - PART 1

SCALE: 1:100



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**LOT AS,
 LAWFORD ST,
 TRUGANINA**

17 TOWNHOUSES

PROJECT NO.	21-077
DRAWN BY	VC
CHECKED BY	BW
DATE	10/11/2021
SCALE	1:100 @ A1, 1:200 @ A5
ISSUE	CONCEPT SKETCH

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No.	Description	Date
A	TP LOOSE	28/07/20
		21

REVISION
 SHEET NO. **TP3**
 A

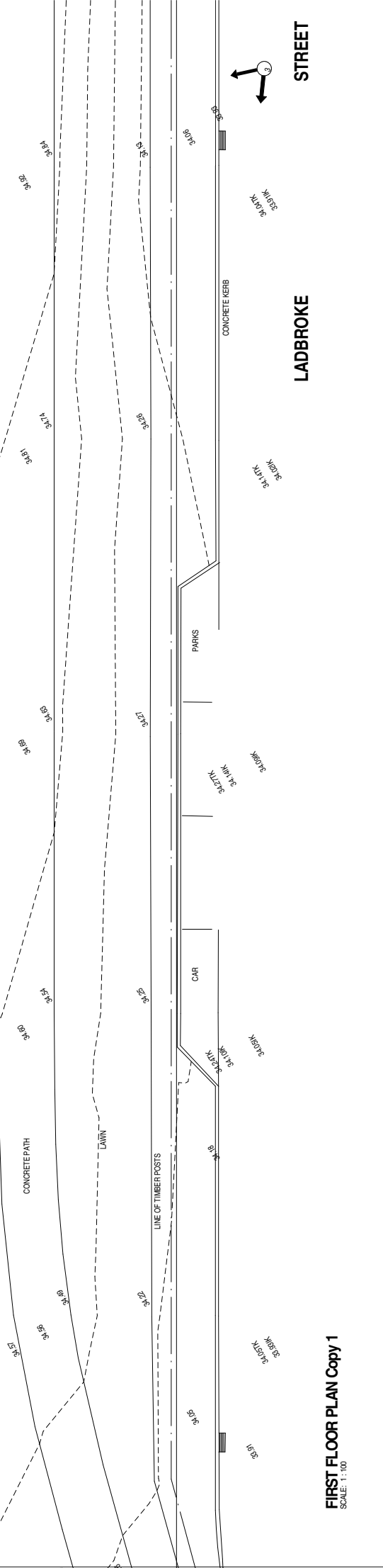
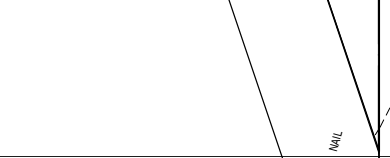
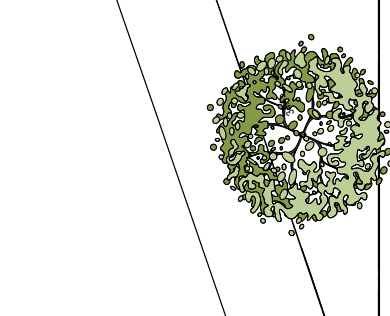
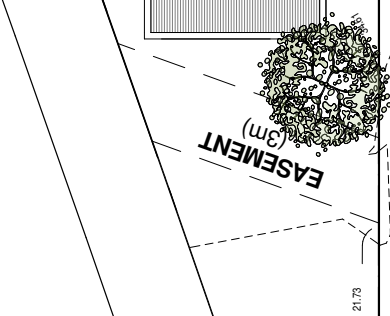
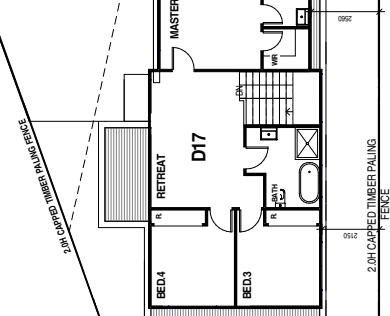
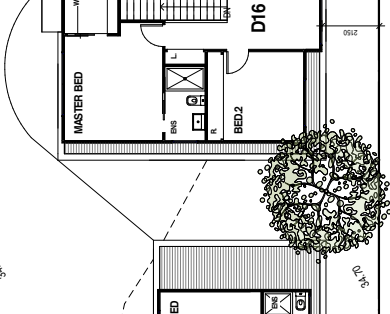
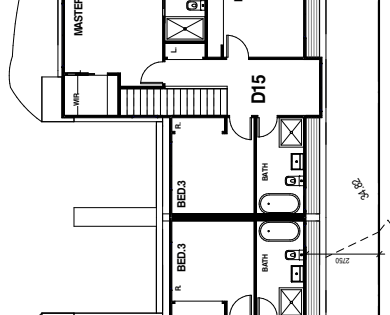
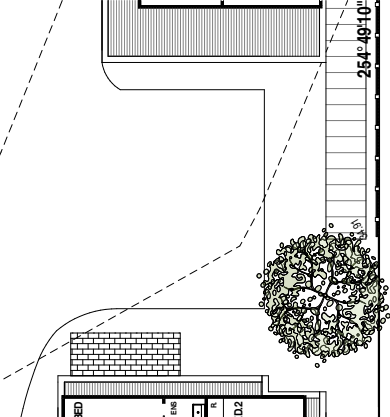
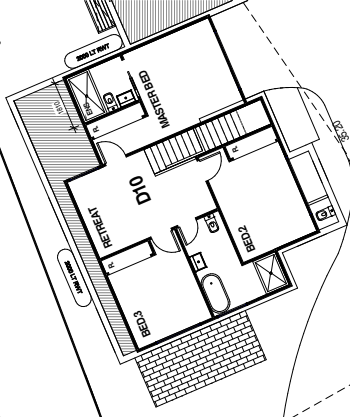
FIRST FLOOR PLAN
 SCALE: 1:100



54° 19' 40" 136.92M



C1 100.00m
 A 108.81m
 233.54m
 232.065m



STREET

LAD BROKE

FIRST FLOOR PLAN Copy 1

SCALE: 1:100



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No.	Description	Date
A	TPI CLOSE	28/07/2021

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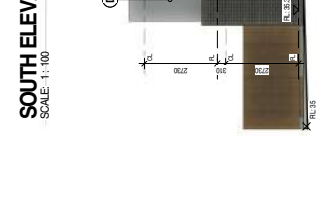
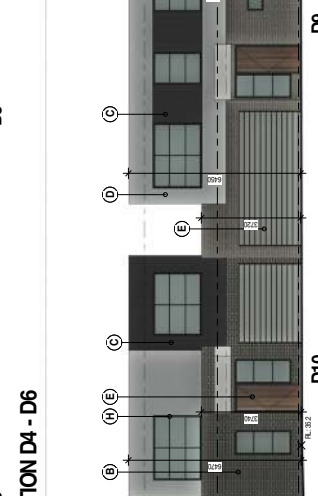
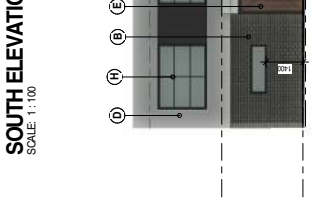
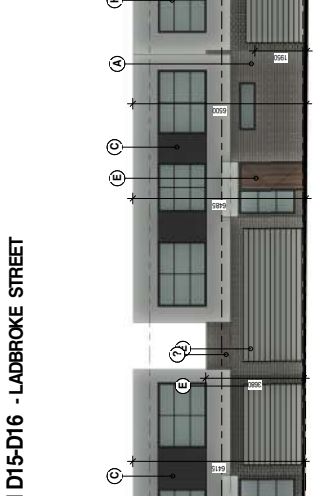
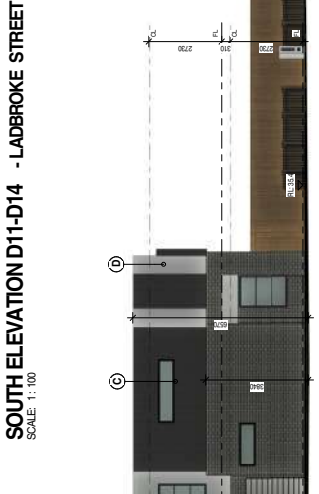
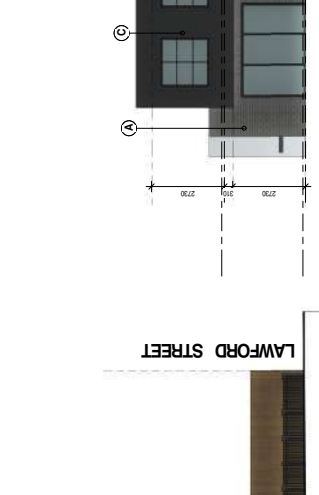
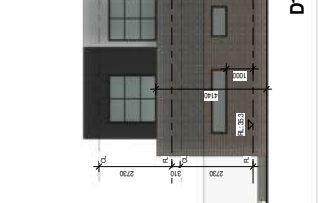
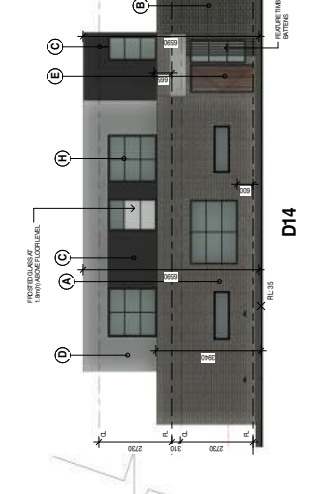
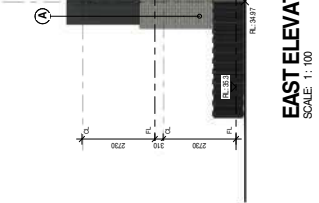
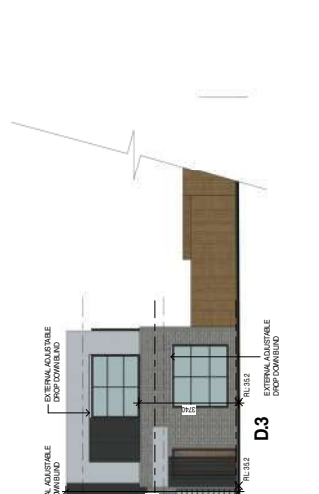
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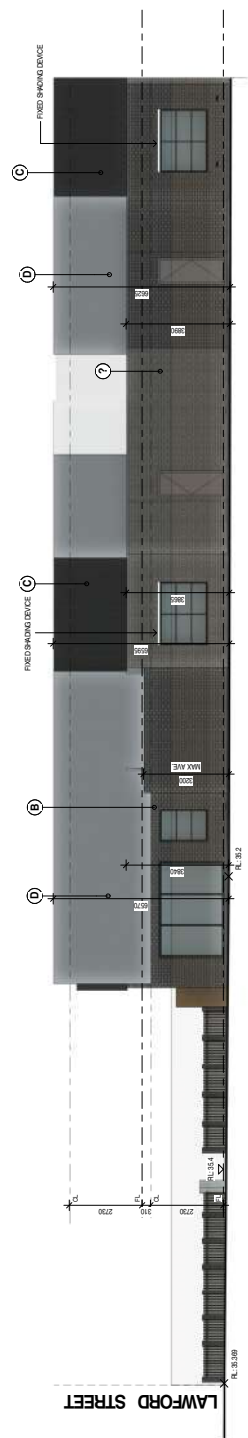
LOT AS, LAWFORD ST, TRUGANINA
 17 TOWNHOUSES

REVISION	SHEET No.
A	TP4

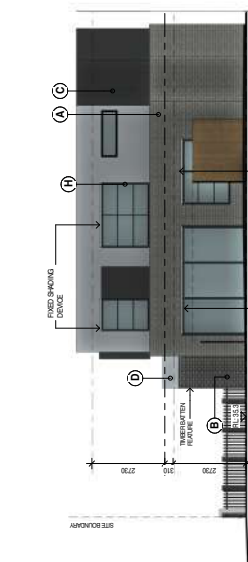
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(B)	FACE BRICKWORK - PCH - STORM
(C)	WEATHEREX - 30mm SMOOTH - MONUMENT
(D)	RENDER - SUPHAST
(E)	ENTRY DOORS - SPOTTED OUM-TIA
(L)	CHANGE DOORS - SUPHAST - COLOURED
(G)	ALUMINIUM WINDOW FRAMES - MONUMENT - OXIDIZED POLYMER COAT
(H)	SHOULDER - MONUMENT
(I)	DRIVEWAY - CONCRETE - CHARCOAL COLOUR FINISH
(J)	ROOF AND DOWNPIPE COLOR TO MATCH THE MONUMENT
(K)	FEATURE TIMBER SLATS - MONUMENT FINISH

NOTE: DOUBLE GLAZING TO BE PROVIDED TO ALL HABITABLE ROOMS AS NOTED IN THE ACCOMPANYING DESS ASSESSMENT

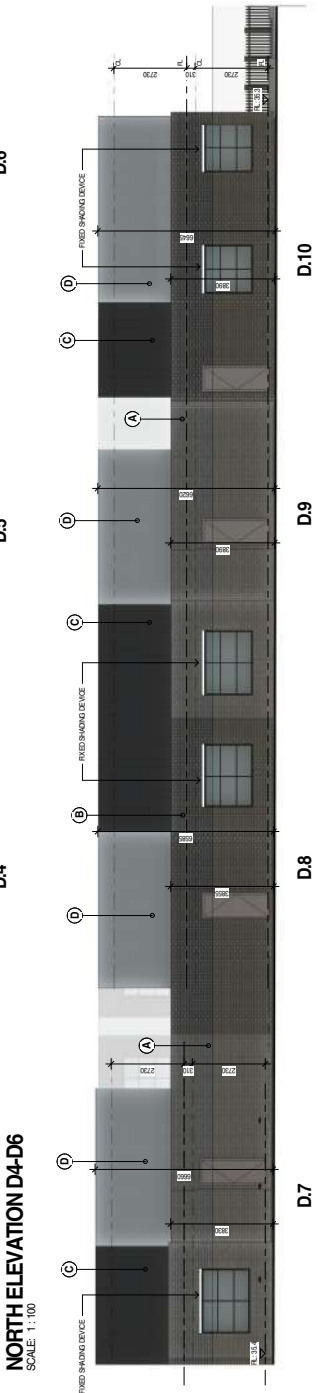




NORTH ELEVATION D4-D6
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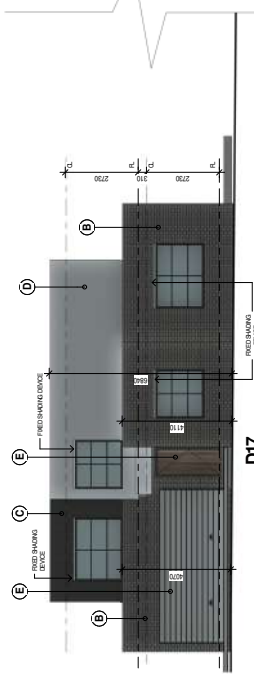


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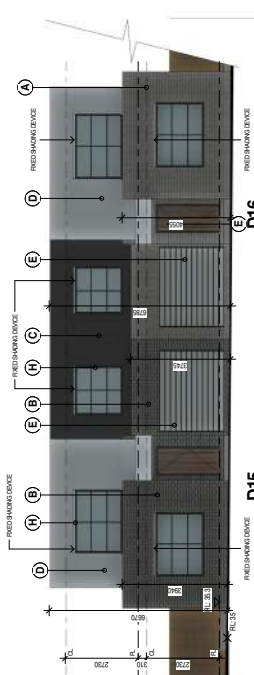


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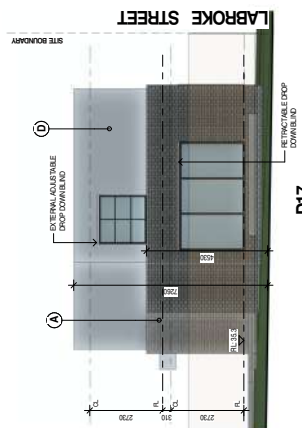
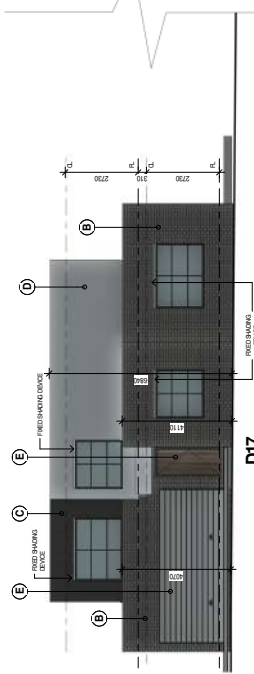
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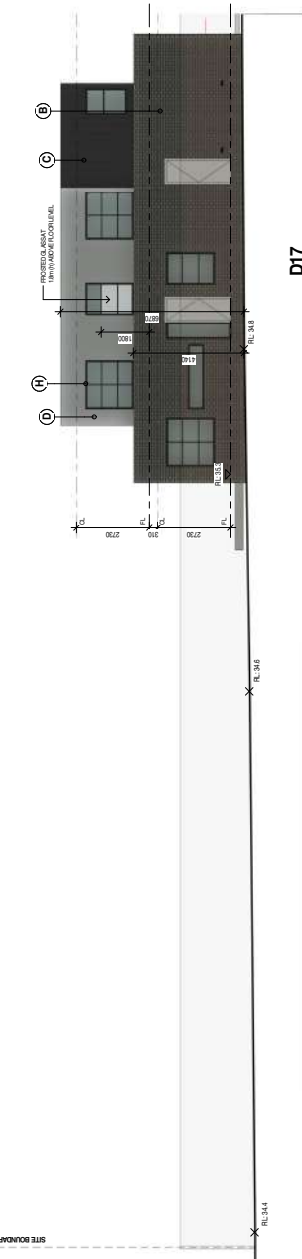
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SCALE: 1:100



NORTH ELEVATION D17
SCALE: 1:100



WEST ELEVATION
SCALE: 1:100

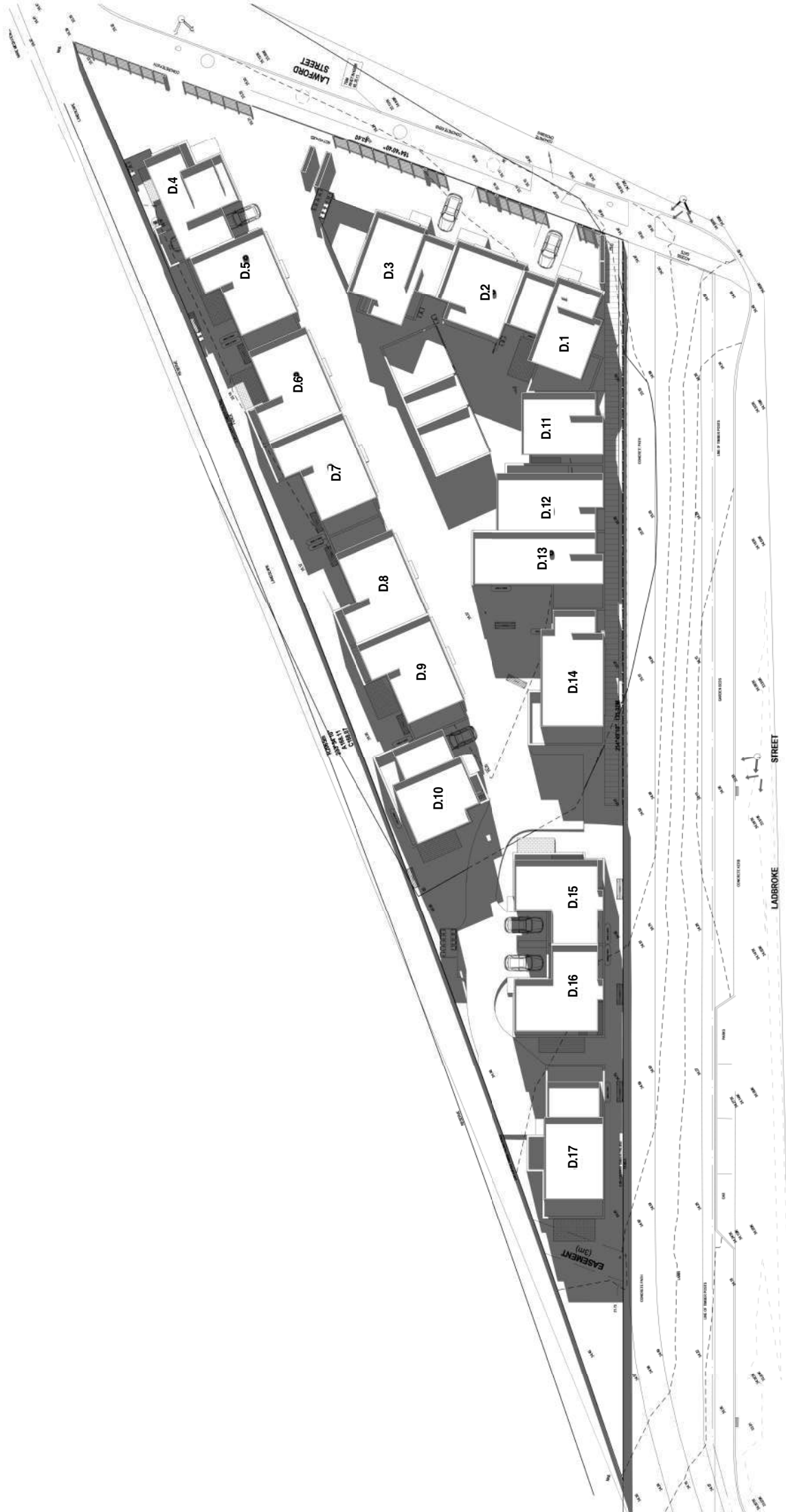


SOUTH ELEVATION D17 - LADBROKE STREET
SCALE: 1:100

MATERIALS SCHEDULE	
(A)	FACE BRICKWORK - FISH WALL GREY
(B)	FACE BRICKWORK - FISH STORM
(C)	WEATHERED - 30mm SMOOTH - MONUMENT
(D)	PENNER - SUPRFAST
(E)	ENTRY COORS - SPOTTED OAK - TGA
(F)	GRABE DOORS - SUPRFAST - COLOREDD
(G)	ALUMINIUM WINDOW FRAMES - MONUMENT - GILMUP POWERSOFT
(H)	SHROUD - MONUMENT
	SPRINKLY - CONCRETE - CHEVROL COLOR FINISH
	ROOF AND DOWNPIPE COLOR TO MATCH THE MONUMENT
	FEATHER TIMBER WITH TYPICAL MONUMENT FINISH
	UNFINISHED BRICKWORK TO BE PROTECTED TO ALL VISIBLE FACES AS PER THE ACCOMPANYING SPECIFICATIONS

No.	Description	Date
A	TPI CODE	28/07/2021

PROJECT No.	DATE	REVISION
21-077	10/11/2021	A
DRAWN BY	SCALE	TP6
CHECKED BY	ISSUE	
	TOWN PLANNING	



SHADOW DIAGRAM 9AM
SCALE: 1:200

**22ND SEPTEMBER
SHADOW DIAGRAM**



637 CLIFF ROAD
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No.	Description	Date
A	TP1 COVER	20/07/2021

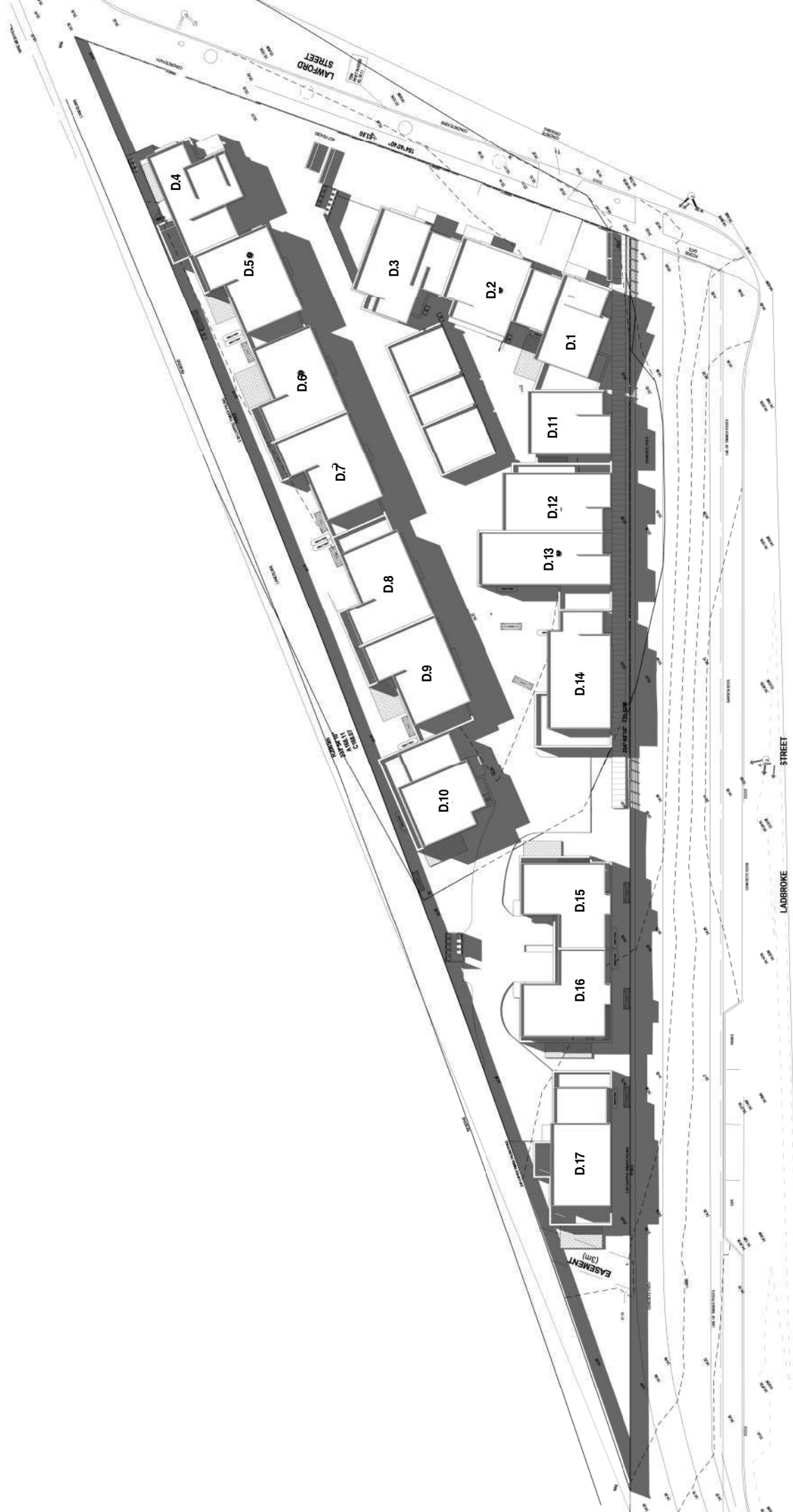
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PROJECT No.	DATE
21-077	10/11/2021
DRAWN BY	SCALE
CHECKED BY	ISSUE
	TOWN PLANNING

REVISION
A

PERSON
TP7

LOT AS, LAWFORD ST, TRUGANINA
17 TOWNHOUSES



SHADOW DIAGRAM 12PM
SCALE: 1:200

22ND SEPTEMBER
SHADOW DIAGRAM



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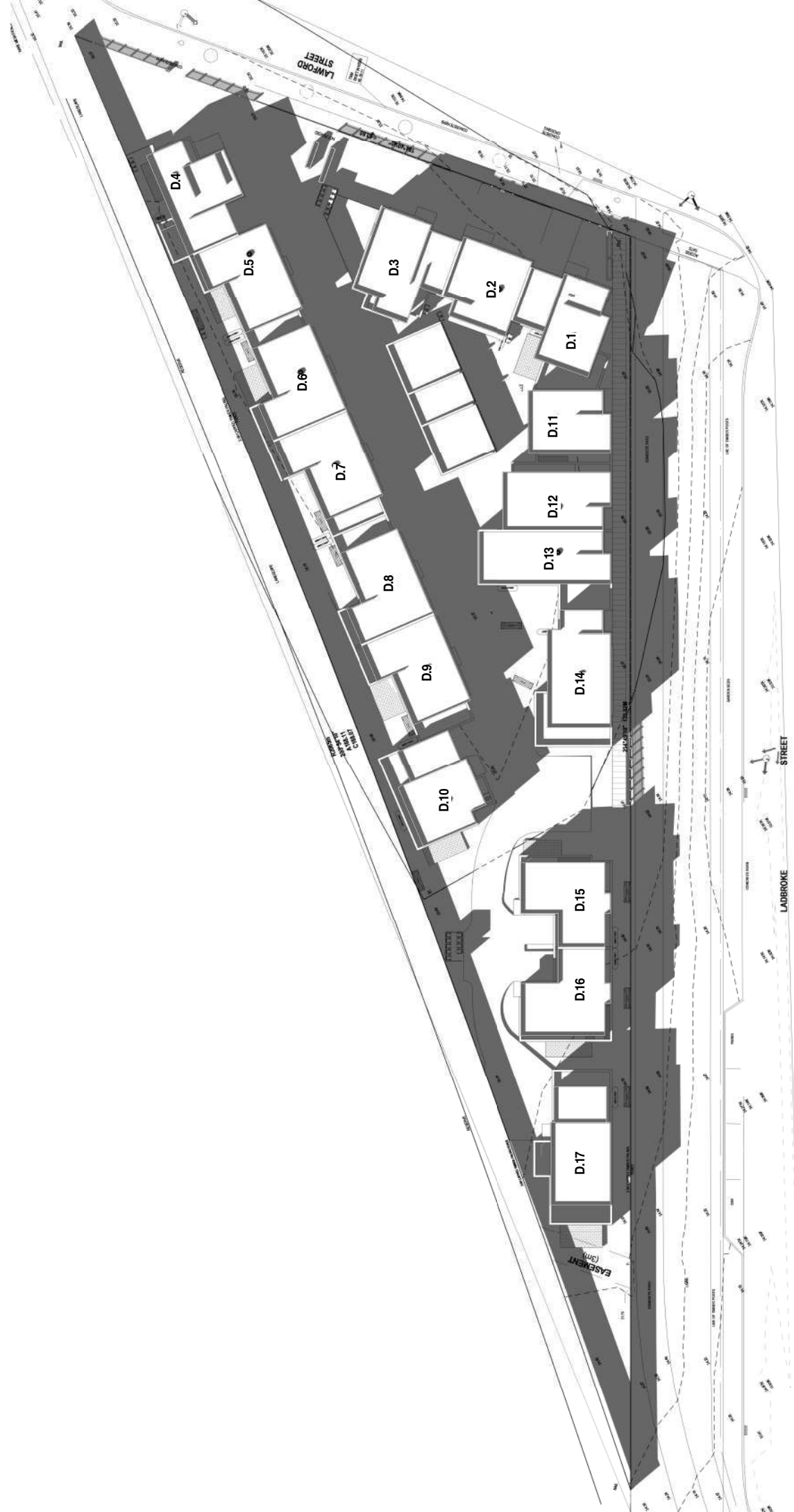
No.	Description	Date
A	TPI CLOSE	20/07/2021

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PROJECT No.	DATE
21-077	10/11/2021
DRAWN BY	SCALE
CHECKED BY	ISSUE
	TOWN PLANNING

REVISION	SHEET No.
A	TP8

LOT AS, LAWFORD ST, TRUGANINA
17 TOWNHOUSES



SHADOW DIAGRAM 3PM
SCALE: 1:200

**22ND SEPTEMBER
SHADOW DIAGRAM**



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PRESTON VIC 3072
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No.	Description	Date
A	TP1 COVER	20/07/2021

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PROJECT No.	DATE
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CHECKED BY	ISSUE
	TOWN PLANNING

REVISION
A

PERSON
TP9

LOT AS, LAWFORD ST, TRUGANINA
17 TOWNHOUSES



STREETSCAPE (LAWFORD ST)
SCALE:



STREETSCAPE (LAWFORD ST 1)
SCALE:

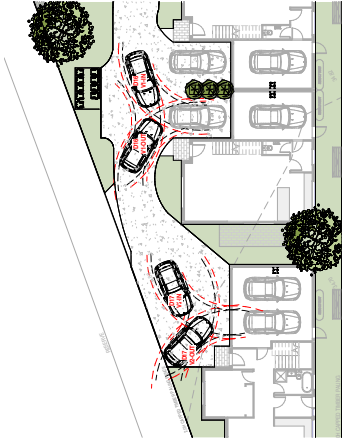


STREETSCAPE (LADBROKE ST)
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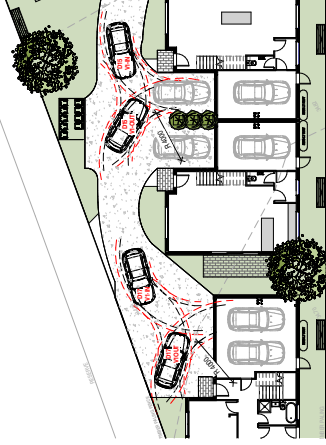


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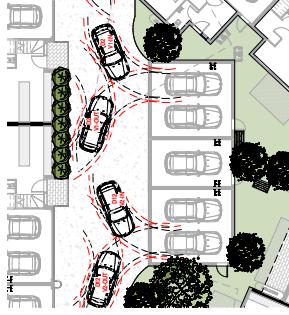




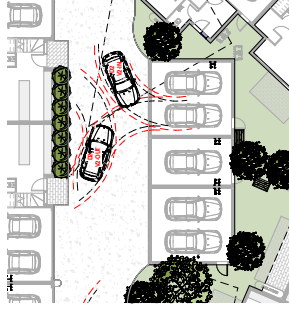
SWEPT PATH DIAGRAM D17 & D15
SCALE: 1:200



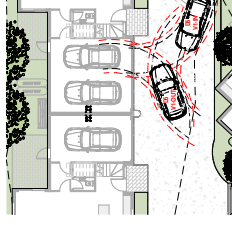
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SCALE: 1:200



SWEPT PATH DIAGRAM D2 (V1) & D12 (V2)
SCALE: 1:200



SWEPT PATH DIAGRAM D2 (V2)
SCALE: 1:200



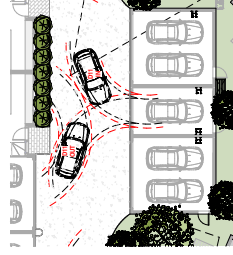
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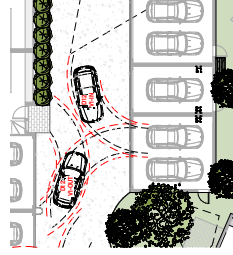
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SCALE: 1:200



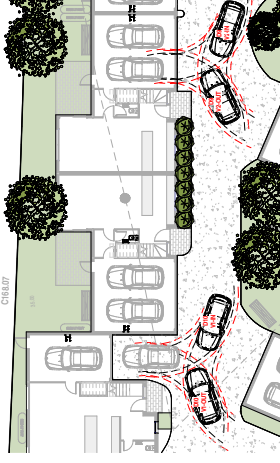
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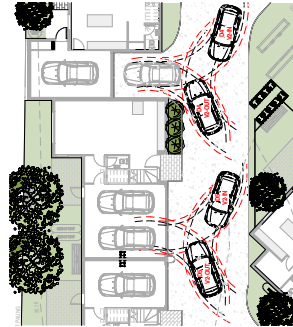
SWEPT PATH DIAGRAM D11
SCALE: 1:200



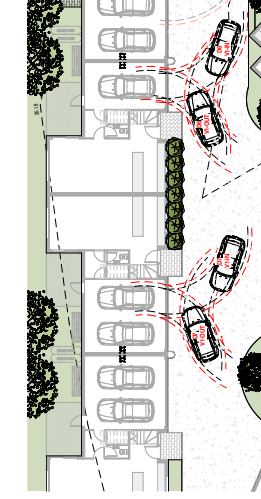
SWEPT PATH DIAGRAM D12 (V1)
SCALE: 1:200



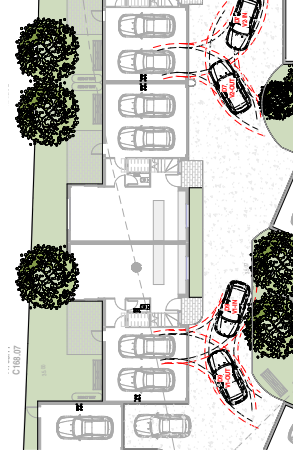
SWEPT PATH DIAGRAM D8 (V2) & D10
SCALE: 1:200



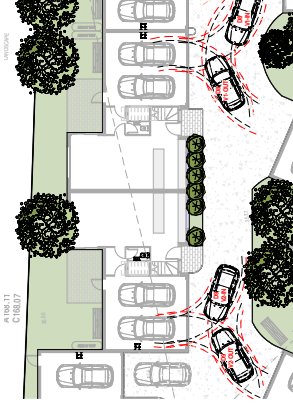
SWEPT PATH DIAGRAM D4 & D5 (V2)
SCALE: 1:200



SWEPT PATH DIAGRAM D6 & D7 (V1)
SCALE: 1:200



SWEPT PATH DIAGRAM D7 (V2) & D9 (V1)
SCALE: 1:200



SWEPT PATH DIAGRAM D8 (V1) & D9 (V2)
SCALE: 1:200

No.	Description	Date

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PROJECT No. 21-077
DRAWN BY: Author
CHECKED BY: Checker

DATE: 10/11/2021
SCALE: 1:100 @ A1, 1:200 @ A3
ISSUE: TOWN PLANNING

REVISION: LOT AS, LAWFORD ST, TRUGANINA
17 TOWNHOUSES

WATER SENSITIVE URBAN DESIGN (WSUD) NOTES:		TOTAL NUMBER OF TOILETS CONNECTED BACK TO RAINWATER TANKS
<p>THE FOLLOWING TABLE PROVIDES A SUMMARY OF THE WSUD MEASURES AND REQUIREMENTS TO BE IMPLEMENTED IN THE RELEVANT WBSU AS STORM WATER TANKS.</p> <p>PROJECT NO. 090276-PR ASSIGNMENT DATE: 09/11/2021</p>		
WATER SENSITIVE URBAN DESIGN (WSUD) MEASURES	COMPLETED TO RAINWATER TANKS	TOTAL NUMBER OF TOILETS CONNECTED BACK TO RAINWATER TANKS
D1: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D1: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
D2: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D2: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
D3: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D3: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
D4: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D4: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
D5: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D5: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
D6: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D6: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
D7: 50% (100% OF TOTAL BUILDING FOOTPRINT)	D7: 50% (100% OF TOTAL BUILDING FOOTPRINT)	3 TOILETS
<p>NOTES:</p> <ol style="list-style-type: none"> SELECTED DWELLINGS TO BE CONNECTED BACK TO RAINWATER TANKS VIA GRABBLE SCREENS. RAINWATER TANKS TO BE CONNECTED TO ALL DWELLINGS FOR THE PURPOSE OF DISCHARGE FLUSHING. RAINWATER TANKS TO BE CONNECTED TO ALL DWELLINGS FOR THE PURPOSE OF DISCHARGE FLUSHING. 		
RAINWATER TANK SIZES:		
DWELLING STYLE	LITRES	
D1: ABOVE GROUND	2000 LT	
D2: ABOVE GROUND	2000 LT	
D3: ABOVE GROUND	2000 LT	
D4: ABOVE GROUND	2000 LT	
D5: ABOVE GROUND	2000 LT	
D6: ABOVE GROUND	2000 LT	
D7: ABOVE GROUND	2000 LT	
ADJUSTABLE SHADING:		
ADJUSTABLE SHADING TO BE PROVIDED WITHIN THE RAINWATER TANKS TO BE PROVIDED TO ALL EAST AND WEST FACED HABITABLE ROOM WINDOWS.		
DOUBLE GLAZING:		
DOUBLE GLAZING TO BE PROVIDED WITHIN ALL HABITABLE ROOMS AS OUTLINED IN THE ACCOMPANYING RESIDENTIAL ASSASSMENT.		
LIGHTING:		
A WALL MOUNTED LIGHT WITH A DIMMER SWITCH TO BE INSTALLED ABOVE ALL GARAGE DOORS.		
BICYCLE PARKING:		
EACH GARAGE TO BE PROVIDED WITH A WALL MOUNTED BICYCLE RACK.		
TOTAL HARD SURFACE CONNECTED TO RAINWATER TANKS:		
ALL HARD SURFACE AREAS TO BE CONNECTED TO RAINWATER TANKS.		

BESS INITIATIVES	
WATER:	4 STAR WELS (4.0/10.0 @ 0.10)
SHOWER HEADS:	MEDIUM SIZED CONTEMPORARY BATH
BATH:	5 STAR WELS
BATHROOM TAPS:	5 STAR WELS
DISHWASHER:	5 STAR WELS
WASHER/DRYER:	5 STAR WELS
WASHER/DRYER:	OCCUPANT TO INSTALL
ENERGY:	118 MJ/ANNUM
LOADS - HEAT:	20.0 MJ/ANNUM
NATURAL ANNUAL ENERGY:	6.0 MJ/ANNUM
NATURAL START RATING:	REVERSE CYCLE
TYPE OF HEATING:	REGENERATIVE SPACE
HEATING SYSTEM EFFICIENCY:	3 STAR
TYPE OF HOT WATER SYSTEM:	GAS INSTANTANEOUS (5 STAR)
CLOTHES DRYER:	NO CLOTHES DRYER TO ALL DWELLINGS

- NOTES:**
- RAINWATER TANKS CONNECTED BACK TO ALL DWELLINGS.
 - RAINWATER TANKS CONNECTED BACK TO LAUNDRY FOR THE PURPOSE OF REUSE.
 - LANDSCAPED AREA WATERING SPECIFIC FOR AFTER AN INITIAL PERIOD WHEN PLANTS ARE GETTING ESTABLISHED.
 - CONNECTIONS TO RAINWATER TANKS TO BE CONNECTED TO ALL DWELLINGS.
 - COMMITMENT TO AVOID LIGHTING DENSITY IN THE DWELLING.

WATER SENSITIVE URBAN DESIGN (WSUD) LEGEND:	
	ROOF SURFACE AREA COLLECTING RAINWATER, CONNECTED DIRECTLY TO RAINWATER TANKS
	ROOF SURFACE AREA COLLECTING RAINWATER, CONNECTED DIRECTLY TO LOCAL POINT OF DISCHARGE
	HARD SURFACE PAVING AREA COLLECTING RAINWATER, CONNECTED DIRECTLY TO LOCAL POINT OF DISCHARGE
	ROOF SURFACE AREA COLLECTING RAINWATER, CONNECTED DIRECTLY TO RAINWATER TANKS
	HARD SURFACE PAVING AREA COLLECTING RAINWATER, CAPABLE OF DIRECTLY DISCHARGING TO LOCAL POINT OF DISCHARGE
	PERMEABLE SURFACE AREA
	LANDSCAPING
	PERMEABLE SURFACE AREA
	HARD PAVING



WSUD PLAN
SCALE: 1:200

No.	Description	Date

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PROJECT No.	DATE	ISSUE
21-077	10/11/2021	TOWN PLANNING
DRAWN BY	1:100 @ A1, 1:200 @ A3	SCALE
CHECKED BY		

Annexure "B"

Specifications



PROJECT SPECIFICATION

Project Address: Lawford St, Truganina

Postal Address: 3 Peregrine Rise, East Keilor VIC 3033

These specifications form part of the Building Contract. The owner shall, therefore, ensure that that they are fully and accurately completed to suit the design including any special requirements and that all copies agree in every respect.

Builder: Pembroke Homes

Phone: 0414 848 466

Address: 6 Cain Avenue, Keilor East Victoria 3033

These project specifications, in conjunction with the drawings form part of the Building Contract dated:

_____ day of _____ 20____

Owner/s: _____

Builder: _____

Witness: _____

Witness: _____

Date: _____ / _____ / _____

Date: _____ / _____ / _____

1 PRELIMINARY

1.1 These are the specifications to be used in the construction of a building as shown on dimensioned in the accompanying drawings.

1.2 These specifications specify finishes and/or materials to be used in the construction of a building, both parties must initial amendments

1.3 All works shall comply with the Building Regulations, as legislated for and adopted by the State Government, inclusive of any code or other document that is adopted by or specified in the Building Regulations, and any other regulation provided, or administered by a State or local authority having jurisdiction over the building works.

Where in addition to the works referred to in the drawings and specifications any authority having jurisdiction over works requires additional work to enable the issue of a building approval/permit, or directs that additional work be performed, that work, shall be at the owner's expense, in accordance with the conditions of contract.

1.4 **These specifications** shall be taken as being generally applicable to the drawings and other documents forming part of the building agreement or contract

1.5 **Notices.** The builder shall give and receive all notices, except fencing notices.

1.6 **Plant and Labour.** In accordance with the contract the builder shall supply materials tools, scaffolding, plant, and do or have done works in all trades necessary to carry out the work indicated on the drawings and in these specifications

1.7 **Materials.** Unless otherwise specified, agreed to by the owner and approved of by the builder and Local Authority, materials used in the works shall be new, of good quality and in conformity with the drawings and these specifications. Defective materials shall, as soon as practical, be removed from the site.

1.8 **Allotment Identification.** The builder shall display on site, a conspicuous notice indicating the lot, street or identification number of the property and the name of builder.

1.9 **Temporary Water and single-phase Electric Power Supply.** Where the services are available for connection adjacent to the allotment, and unless otherwise specified, the builder shall arrange for water and electricity necessary for the carrying out of the building works, and shall pay all charges / costs associated with the connection and supply thereof. **Where the services are not available, and unless otherwise specified, the owner shall arrange and pay for alternative services (e.g.: generator), which are acceptable to the builder.**

1.10 **Allotment Verification.** The owner shall be responsible for the accuracy and clear delineation of all the allotment boundaries. In addition, the owner shall supply the builder with a current copy of the title of the allotment and if requested by the builder the owner shall further provide a survey plan showing the correct boundaries

Initials (Client) _____

Initials (Builder) _____

of the allotment and its location that can be established from a fixed reference point.

Unless otherwise shown on the drawings, the owner shall be responsible for establishing the point from which the builder will set out the building and this set out will be carried out by the builder using the details set out on the site plan.

1.11 **Access to the site.** Unless otherwise agreed, the owner will be responsible for providing an all-weather access to the building site to enable the delivery of all equipment, materials, and goods necessary for the works.

1.12 **Final completion.** Where such work is within the scope of the contract, the builder will remove all builders equipment and debris from the site, check satisfactory operation of all equipment doors, windows, locks, remove paint spots, clean windows, sweep floors, clean all plumbing fixtures, clean cupboards, clear gutters and downpipes, and leave the building and the site in a clean and tidy condition. The builder will obtain and give to the owner all necessary certificates of final approval from the various authorities.

1.13 **Purchasers Variations.** Requests for any changes/variations to the specification by the purchaser are to be made in writing and will incur a **minimum** \$500 administration fee payable by the purchaser. Any variations will be considered on their merit may be authorised at the discretion of the builder.

CLIENTS PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION

The building will be constructed as per the Building Contract, Specifications and Working Drawings. Please ensure you have read these documents carefully and agree with what has been included.

As per Occupational Health & Safety Regulations 2007, owners are NOT permitted to enter the construction site unless they are accompanied by an authorised representative of the Builder.

I/We _____ acknowledge and agree that these specifications take precedence over any past conversations and quotes previously supplied or discussed. I/We understand that we must not enter the building site unless they are accompanied by an authorised representative of the Builder.

Signed: _____ Dated: _____

Initials (Client) _____

Initials (Builder) _____

Planning & External Works

	Y	N
Demolition of existing house and clearing of site by registered demolisher including demolition permit		X
Planning Permit		X
Building permit fees <i>Note: Only the fee payable for the application of a building permit to the building surveyor will be payable by Pembroke Homes. Any additional consultant fees will be payable by the client for example, structural amendments, footing probe, fire engineers report etc.</i>	X	
Builders indemnity insurance	X	
Contract works and public liability insurance	X	
Council contribution fees/bonds <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>	X	
PIC charges <i>Note: Applications will be arranged by Pembroke Homes, but all associated costs are payable by the Owner</i>		X
Additional/alteration of new sewer branch if required	X	
Stormwater drains in accordance with council approved civil design	X	
Drainage beyond property boundary as per stamped civil engineering design including reinstatement of any damaged concrete and traffic management requirements	X	
Temporary power, fencing and toilet provided by builder	X	
Excavation/site cut (if any) – Allowance: <i>Note: When the cost of soil removal is greater than the allowance above the balance is payable by the owner</i>		X
Internal fencing	X	
Retaining walls		X
Perimeter fencing		X
Rock removal		X
Electrical connection application from underground pit external to property boundary to meter box and switchboard (single phase) <i>Note: Connection fees as well as any charge for the installation of an electricity pit will be charged to the Owner</i>	X	
Water Tapping including installation of meters <i>Note: Water tapping requirements to be confirmed by water authority. Please also refer to Note 1</i>	X	
Underground telephone conduit with draw string installed from the property boundary to external point of each unit <i>Note: Underground conduit provided will also be suitable for NBN lead in. Telephone line connection after handover including all consumer account opening fees to be paid by client. Please also refer to Note 1</i>	X	
NBN contribution and connection fees	X	
Sewer drains and connections to point nominated by relevant authority within the property boundary <i>Note: Please also refer to Note 1</i>	X	
Gas connection based on high pressure gas being available including meters. <i>Note: Connection fees if any payable by the client</i>	X	

Initials (Client) _____

Initials (Builder) _____

	Y	N
Termite pest control if required by council property information	x	
OH&S Compliance and relevant signage	x	
Note 1: Should service authorities require fees for upgrades or extensions, these costs are to be paid by the client	x	
Note 2: A “No Go Zone” permit is required if the site is in close proximity to power lines. If the acting authority deems power shutdowns, line protection or additional forms of compliance are required, the fees associated in doing so are to be paid by the client. Pembroke Homes are unable to determine the costs at the time of quoting, they can only be determined once onsite	x	
Note (Tree Protection Zone) 3: Standard construction techniques have been allowed for, in particular opening trenches for slabs and providing services to each townhouse. No allowance has been made for an arborist to attend site prior to or during construction. Should an arborist be required to attend site to ensure works within tree protection zones are carried out in line with the planning permit then costs shall be incurred by the client	x	

Foundations & Concreting

Slab on ground: As per soil test and engineers design up to P Class	x	
Note: Should a situation arise where excess concrete over and above the allowance is required, Pembroke Homes will contact the owner prior to the placement of concrete, and this will be charged at \$300 per cubic meter	x	
Note: Should any revisions to engineering and subsequently to the building permit be required as a result of improving the design and structural integrity, such costs will be paid by the client	x	

Frame Construction

Conventional stick build or prefabricated wall framing	x	
Prefabricated floor and roof trusses	x	
Compliance with AS 1684-Residential timber framed construction	x	
Compliance with endorsed town planning & working drawings	x	
Compliance with endorsed engineering design/plans	x	

Windows

Aluminium framed windows in accordance with plans and elevations. <i>Note: Windows and doors will be nearest standard size to the nominated sizes on the architectural plans.</i> Colour: Refer to colour schedule Glass: Refer to plans & energy report	x	
Obscure glass: As indicated on plan	x	

Initials (Client) _____

Initials (Builder) _____

External Cladding

	Y	N
Face brickwork \$1,000 per 1,000 allowance	X	
25mm Boral shaftliner system to partiwall	X	
50/75mm thick rendered polystyrene/hebel to areas as nominated on elevations	X	
50/75mm thick rendered polystyrene/hebel with grooves to areas as nominated on elevations		X
Stria cladding with painted finish to areas as nominated on town planning approved elevations		X
Matrix cladding with painted finish to areas as nominated on town planning approved elevations		X
Axon cladding with painted finish to areas as nominated on town planning approved elevations	X	
Colourbond metal cladding to comply with town planning requirements as nominated on elevations		X
Porch/Veranda/Eave Lining: Flush jointed cement sheet lining	X	

Roof Cover

Concrete roof tiles: Boral tudor profile or similar Colour: Refer to colour schedule		X
Corrugated, colorbond sheet metal roofing Colour: Refer to colour schedule	X	
Kliplock roofing to all flat roof construction (where required) Colour: Refer to colour schedule	X	
Single sided reflective foil to underside of metal roofing or as required by energy rating report	X	
Metal fascia, downpipes, quad gutters, rain heads and box gutters Downpipes: 100x50mm rectangular, colorbond Charged downpipes: 90mm diameter round PVC (where required)	X	

External Doors

Front Door: Primed solid front door with painted finish as per plan	X	
Front Door: Stained timber solid front door to all units as per plan		X
External Garage Door: Solid core flush panel door to rear of garage Door furniture: Gainsborough governor keyed alike to front door	X	
Door stops: White cushion	X	

Infills

Brickwork over windows	X	
Garage infill brickwork	X	

Initials (Client) _____

Initials (Builder) _____

Balconies

	Y	N
Waterproof balconies as per AS3740		X
Floor tiling (Refer to tiling specifications for allowance)		X
Glass balustrading to balconies as per town planning requirements		X
Rendered walls as per town planning requirements		X
Powdered coated fixed louvre screens as per town planning requirements		X

Insulation

Wall and ceiling insulation as per energy rating report	X	
Acoustic glass wool insulation to Boral Firewall Shaft liner system	X	
Sisalation foil to exterior walls	X	
Weather seals to external doors	X	
Caulking to all external expansion joints including wet areas internally	X	

Plaster

10mm unispun plasterboard to ceiling of each unit (fixed directly to underside of trusses/joists)	X	
10mm RE plasterboard to walls of each unit (excluding wet areas)	X	
10mm aquacheck plasterboard to wet areas	X	
Steel battens to ceiling only where required	X	
Square set ceiling line throughout each unit	X	
75mm scotia cornice throughout each unit		X

Fixing Material

Builders range chrome internal door handles	X	
Quick-slide flush panel sliding doors (2040mm H) to all built in robes	X	
Quick-slide mirror doors (2040mm H) to all built in robes		X
2040mm high, flush panel, hinged and cavity sliding doors to ground floor and first floor of each unit	X	
67x18mm square dressed (primed MDF) architraves	X	
67x18mm square dressed (primed MDF) skirting boards	X	
Vic Ash staircase with satin finish	X	
Vic Ash handrail with square profile	X	
Plaster lined dwarf walls to stairs and first floor voids where required	X	
Upgrade: glass balustrade		X
Tasmanian oak timber flooring throughout excluding bedrooms and wet areas of each unit – Allowance \$80 p/sqm including installation		X
WPC/SPC hybrid flooring throughout excluding wet areas – Allowance \$50 p/sqm	X	

Initials (Client) _____

Initials (Builder) _____

Shelving

	Y	N
Robes: single fixed white melamine shelf with chrome hanging rail to all built in robes	x	
Linen: 4 fixed melamine shelves to linen	x	
Pantry: 4 fixed melamine shelves	x	

Water Proofing

Waterproof shower enclosures to bathroom and ensuite	x	
Seal floor & wall junctions to bathroom and ensuite	x	
Waterproof all wet areas including floor & walls as per AS3740	x	

Wall & Floor Tiling

Wall tiling standard, 500mm to bath, 1800mm to shower, 300mm to vanity including 100mm skirting tiles	x	
Wall tiling upgrade: floor to ceiling in bathrooms and ensuites		x
Floor tiling only to laundry and powder rooms of each unit including 100mm high skirting tiles	x	
Wall tiling 600mm to laundry splashback	x	
300mm high skirting tiles in garages where the internal walls are plastered	x	
Front porch/external tiling (if required)	x	
Note: Allowance for supply of tiles is \$25 per m2	x	

Painting

2 coat paint system as per Pembroke Homes' standard painting specifications	x	
Ceiling: Wattyl, flat ceiling white	x	
Walls: Wattyl, chalk dust	x	
Skirtings, Architraves & Internal Doors: Wattyl, chalk dust matt finish	x	

Bathroom/Laundry

Laminate vanities as per internal elevations with 20mm thick 'Ambassador Stone' (from builders range) to bathroom, ensuite, and laundry cabinetry	x	
Chrome handles to below bench, 25mm overhang to overheads	x	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		x
Ceramic bench mounted basins as per builders range	x	
Chrome mixer, basin mounted as per builders range	x	
Semi-frameless chrome pivot shower screens to all shower enclosures of each unit	x	
Chrome hand shower with rail to shower as per builders range	x	
Fibreglass shower bases with round waste outlets to all shower enclosures of each unit	x	
Upgrade: Tiled hob shower base with square chrome waste		x

Initials (Client) _____

Initials (Builder) _____

	Y	N
Upgrade: Inline tiled shower base with square chrome waste		x
Upgrade: tiled shower niche 300mm h x 600mm w		x
Polished edge frameless mirrors over vanity units	x	
Builders range standard toilets suites	x	
White acrylic drop in bath with tiled hob		x
Upgrade: White acrylic freestanding bath	x	
Chrome wall mounted spout and mixer to bath	x	
Accessories fitted to bathroom, laundry, and toilet Note: 600mm towel rails to bathrooms and ensuites. Towel rails may need to be reduced in length due to space constraints	x	
Builders range stainless steel laundry trough	x	
Chrome mixer bench mounted as per builders range	x	

Kitchen

Laminate base and overhead cupboards as per internal elevations with 40mm thick 'Ambassador Stone' or similar (from builders range)	x	
Tiled splashback 600mm above bench	x	
Chrome handles to below bench, 25mm overhang to overhead joinery	x	
Upgrade: Powder coated J scoop handles to below bench, 25mm overhang to overheads		x
Easy clean cutlery trays fitted to draws	x	
Stainless steel double bowl kitchen sink	x	
Chrome kitchen mixer	x	
600mm stainless steel under bench electric oven (Di Lusso) or similar (2 bedroom townhouses only)	x	
600mm stainless steel gas hot plate/cook top (Di Lusso) or similar (2 bedroom townhouses only)	x	
600mm stainless steel rangehood (Di Lusso) or similar (2 bedroom townhouses only)	x	
900mm stainless steel under bench electric oven (Di Lusso) or similar (3 bedroom townhouses only)	x	
900mm stainless steel gas hot plate/cook top (Di Lusso) or similar (3 bedroom townhouses only)	x	
900mm stainless steel rangehood (Di Lusso) or similar (3 bedroom townhouses only)	x	
600mm stainless steel dishwasher (Di Lusso) or similar	x	
900mm fridge provision	x	

Garage Door

Standard colorbond panel lift garage door including motor with 2 remotes	x	
Upgrade: Timber look colorbond panel lift garage door including motor with 2 remotes		x

Initials (Client) _____

Initials (Builder) _____

Electrical

	Y	N
LED downlights (white) throughout	x	
1 x builders range wall light/s to rear of dwelling	x	
Ceiling exhaust to each unit (where required)	x	
Builders range white double internal power points as per plan or where required	x	
Builders range white switches as per plan or where required	x	
1 x builders range external power point or where required	x	
1 x data point	x	
2 x TV points including antenna fitted	x	
Hardwired smoke alarms in accordance with BCA requirements	x	

Heating & Cooling

1 x Builders range inverter split system to living area and each bedroom of all units	x	
Note: The size and capacity of the heating/cooling unit will be determined by the installer prior to installation by calculating the volume of each room. Should an alternative system be required, any changes or cost implications will be discussed on site with the client		x

Carpet

Carpet on standard underlay to first floor, bedrooms, and robes (excluding wet areas) of each unit – Allowance \$100 p/blm inclusive of supply and labour	x	
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Concrete Paving

Coloured concrete paving to driveway as per plan	x	
Upgrade: Aggregate concrete paving to driveway as per plan		x
New vehicle crossing(s) including associated permits where required	x	
Reinstate/resize /remove existing crossover where required	x	
Reinstate footpath bays if damaged where required	x	

Hot Water

Solar hot water panel heating and gas boosted storage tank fitted in accordance with 6-star energy rating requirements (where required)	x	
Rainwater tank provided to each unit connected to toilet cisterns in lieu of solar heating system. Size of tanks to comply with the civil design as endorsed by the responsible authority (where required)	x	
Builders range continuous flow gas hot water system to each unit	x	

Initials (Client) _____

Initials (Builder) _____

Miscellaneous Items

	Y	N
Window Furnishing: Single roller binds	x	
Landscaping: Hard and soft landscaping including concrete pavers or where required	x	
Fold down clothesline	x	
Timber decking to rear courtyards as per endorsed landscape design		x
Detailed cleaning inside and outside prior to handover	x	
Garden sheds where required to conform with town planning requirements	x	
Freestanding letterbox	x	
Garden taps at front and rear	x	
Window shrouds/privacy screens as per town planning requirement	x	
Front fence as per endorsed town planning design		x

Initials (Client) _____

Initials (Builder) _____

Annexure "C"

Master Contract

GUARANTEE AND INDEMNITY

To: The Vendor named and described in the Schedule ["Schedule"] to this Guarantee and Indemnity ["Vendor" which expression shall where the context so admits be deemed to mean and include the Vendor and his transferees successors and assigns].

In consideration of the Vendor at the request of the Guarantor named and described in the Schedule ["Guarantor"] having agreed to enter into the written Contract of Sale ["Contract"] with the Purchaser named and described in the Schedule ["Purchaser"] for the purchase of the Property described in the Schedule ["Property"] for the purchase price specified in the Schedule the Guarantor for himself his heirs successors and assigns **guarantees** to the Vendor the payment to the Vendor of each and all sums of money interest and damages which the Purchaser may be or in the future may become liable to pay to the Vendor [including future and contingent liabilities] under the Contract or arising from the breach of the Contract ["guaranteed moneys"] and the due and punctual performance and observance by the Purchaser of each and every of the terms and conditions and obligations contained in the Contract **and** the Guarantor **further agrees**:

1. That to the extent [if any] that the guarantee set out in this Guarantee and Indemnity may be void or unenforceable by reason of the fact that all or any of the obligations of the Purchaser under the Contract may not be or may cease to be enforceable against the Purchaser the Guarantor **agrees** for himself his heirs successors and assigns to **indemnify** the Vendor in respect of any loss damage costs or expenses suffered by or occasioned to the Vendor as a result of any failure by the Purchaser to pay all or any of the guaranteed moneys or as a result of any failure by the Purchaser to duly and punctually perform and observe all or any of the terms conditions and obligations contained in the Contract.
2. That this guarantee shall be a continuing guarantee and accordingly shall be irrevocable and shall remain in full force and effect until all of the guaranteed moneys have been paid to the Vendor and all of the terms conditions and obligations contained in the Contract have been duly and punctually observed and performed by the Purchaser.
3. That the liability of the Guarantor under this Guarantee and Indemnity shall not be affected by the:
 - 3.1 insolvency death or supervening Contractual incapacity of the Purchaser or Guarantor, the administration in equity or otherwise of the estate or assets in whole or in part of the Purchaser or Guarantor as the case may be or where either the Purchaser or Guarantor is a corporation the entering into of any scheme or arrangement or composition with creditors by or the appointment of a liquidator, an administrator, a receiver or a receiver and manager to the Guarantor or the Purchaser;
 - 3.2 granting of time, credit or any indulgence or concession to the Purchaser of and compounding or compromise, release, abandonment, waiver, relinquishment, variation, or renewal of any rights of the Vendor against the Purchaser or by any neglect or omission to exercise any such rights;
 - 3.3 transfer or assignment of the benefit of this Guarantee and Indemnity to any person to whom the whole or any part of the interest of the Vendor in the Contract has been transferred or assigned [whether at the same or at different times]; or

- 3.4 conveyance of the Property under the Contract and referred to in the Contract by the Vendor to the Purchaser if at that time the provisions of Clause 2 of this Guarantee and Indemnity have not been complied with.
4. That this Guarantee and Indemnity is in addition to and not in substitution for any other security which the Vendor may hold in respect of the Contract and may be enforced without first having recourse to any such security and without taking any steps or proceedings against the Purchaser whether under the Contract or such security or otherwise notwithstanding that any other security or the Contract shall be in the whole or in part unenforceable by reason of any rule of law or equity.
 5. That in the event of the Purchaser becoming bankrupt or assigning his estate for the benefit of creditors or where the Purchaser is a corporation in the event of the liquidation of the Purchaser the Guarantor will not prove in such bankruptcy assignment or liquidation in competition with the Vendor and the Guarantor authorises the Vendor to prove for all moneys which it has paid under this Guarantee and Indemnity and to retain any amounts received until the Vendor shall have been paid one hundred cents in the dollar in respect of all the guaranteed moneys.
 6. That this guarantee will render the Guarantor liable to reimburse the Vendor for any moneys to which the Vendor may have to pay or elect to pay to any liquidator or trustee in bankruptcy of the Purchaser in response to any claim by such liquidator to him of any moneys received by the Vendor from the Purchaser pursuant to or in relation to the Contract.
 7. Any notice or demand under this Guarantee and Indemnity may be signed on behalf of the Vendor personally or when the Vendor is a corporation by any of its officers or by his or its corporate or other solicitors and may be served on the Guarantor by delivering same or by posting the same to the Guarantor at the address of the Guarantor shown in this Guarantee and Indemnity or at the address of the registered office of the Guarantor in the State of Victoria for the time being and if posted the same shall be deemed to have been served on the business day following the date of posting whether actually received or not **provided however** that the making of a demand shall not be a condition precedent to the liability of the Guarantor.
 8. A certificate signed by the Vendor or his corporate or other solicitors or when the Vendor is a corporation by any director, manager, secretary or attorney for the time being of or for the Vendor stating that an amount owing under this Guarantee and Indemnity by the Guarantor at the date or dates specified in the certificate or stating any other failure by the Purchaser to observe and perform any of the terms conditions and obligations contained in the Contract as at any date or dates specified therein shall be prima facie evidence of the facts stated therein.
 9. That if the Vendor conveys or transfers the Property under the Contract and referred to in the Contract to the Purchaser and the Purchaser grants to the Vendor a mortgage of the Property to secure the payment of any moneys then payable to the Vendor under the Contract, the Guarantor agrees to execute a further deed of guarantee in a form containing the terms and conditions contained in this Guarantee and Indemnity so far as the same are appropriate to secure the observance and performance by the Purchaser of its obligations under the mortgage.
 10. Where the Guarantor is a partnership or otherwise consists of more than one person the liability of the Guarantor under this Guarantee and Indemnity shall be deemed to be the joint and several liability of the partners in the partnership or of such persons as aforesaid.

- 11. For the purpose of the construction of this Guarantee and Indemnity expressions importing the masculine gender shall include the feminine and neuter genders and the singular number shall include the plural.
- 12. If the Purchaser has purchased the subject matter of the Contract as agent for an undisclosed principal and exercises any right, whether under the Contract or otherwise, and gives to the Vendor a Notice effectively binding the Purchaser and the principal by which the Purchaser discloses the principal and the principal ratifies the agency and the Contract, and agrees with the Vendor to be bound by every term condition and other stipulation of the Contract as if named as a Purchaser in the Contract, this Guarantee and Indemnity shall nevertheless enure for the benefit of the Vendor to the intent that in the future, any reference in this Guarantee and Indemnity to the Purchaser shall be deemed to include a reference to the principal.
- 13. If the Purchaser has been accepted by the Vendor as a substitute Purchaser of the Property then the Guarantor shall and does indemnify the Vendor from against all and any claims, suits, actions, demands and penalties by the Commissioner of State Revenue or any other person or authority having jurisdiction in respect of the payment of any stamp duties or penalties on or arising out of the substitution of the Purchaser for any original Purchaser.
- 14. The proper law of this Guarantee and Indemnity shall be the law of the State of Victoria.

SCHEDULE

Vendor: **DOHERTYS ROAD DEVELOPMENTS PTY LTD (ACN 650 833 211)**

Guarantor:

Purchaser:

Property: **Lot _____, 9 Lawford Street, Truganina VIC 3029**

Purchase Price:

Executed by the Guarantor as a deed on this _____ day of _____ 2022

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

.....
 Signature of Witness

.....
 Name of Witness in block letters

.....
 Address of Witness

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

.....
Signature of Witness

.....
Name of Witness in block letters

.....
Address of Witness

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

.....
Signature of Witness

.....
Name of Witness in block letters

.....
Address of Witness

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

.....
Signature of Witness

.....
Name of Witness in block letters

.....
Address 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.

Land	Lot _____, 9 Lawford Street, Truganina VIC 3029
-------------	--

Vendor's name	DOHERTYS ROAD DEVELOPMENTS PTY LTD (ACN 650 833 211)	Date / /
----------------------	---	--------------------

Vendor's signature		
---------------------------	--	--

Vendor's name		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) Are contained in the attached certificate/s.

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

\$ To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

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.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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):

As attached.

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*.

Not applicable.

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

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

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

7.2 GAIC Recording

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

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

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

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC

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

8. SERVICES

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

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

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

10.2 Staged Subdivision

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

Not applicable.

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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.)

As 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)

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

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

VOLUME 12088 FOLIO 967

Security no : 124097792998R
Produced 23/05/2022 04:27 PM

LAND DESCRIPTION

Lot AS on Plan of Subdivision 810131T.
PARENT TITLES :
Volume 11939 Folio 175 to Volume 11939 Folio 176
Created by instrument PS810131T 07/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DOHERTYS ROAD DEVELOPMENTS PTY LTD of 3 PEREGRINE RISE KEILOR EAST VIC 3033
AV516013L 08/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV516014J 08/04/2022
NATIONAL AUSTRALIA BANK LTD

COVENANT PS810131T 07/06/2019

COVENANT AV351807M 25/03/2022

COVENANT AV516013L 08/04/2022

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
AQ430467P 09/11/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AR061585E 25/05/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AS132094X 02/05/2019

DIAGRAM LOCATION

SEE PS810131T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV332600T (E)	NOMINATION TO PAPER INST.	Completed	14/02/2022
AV351807M (B)	PLAN CREATING RESTRICTION	Registered	25/03/2022
AV516012N (E)	DISCHARGE OF MORTGAGE	Registered	13/04/2022
AV516013L (E)	TRANSFER	Registered	13/04/2022
AV516014J (E)	MORTGAGE	Registered	13/04/2022

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

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

Street Address: 9 LAWFORD STREET TRUGANINA VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 13/04/2022

DOCUMENT END

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Document Type	Instrument
Document Identification	AV351807M
Number of Pages (excluding this cover sheet)	1
Document Assembled	23/05/2022 16:32

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<p>PLAN OF CREATION OF RESTRICTION (Section 23 Subdivision Act 1988)</p>		<p>AV351807M</p>	
<p>LOCATION OF LAND PARISH: TRUGANINA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 1(PART) CROWN PORTION: TITLE REFERENCE: C/T VOL 12088 FOL 967 LAST PLAN REFERENCE: LOT AS PS 810131T POSTAL ADDRESS: 905 DOHERTYS ROAD (at time of subdivision) TRUGANINA, VIC. 3029 MGA94 CO-ORDINATES: E: 299 100 ZONE: 55 (of approx centre of land in plan) N: 5 810 550</p>		<p>Council Name: Wyndham City Council Council Reference Number: WYS5762/21 Planning Permit Reference: WYP13001/21 SPEAR Reference Number: S179858S</p> <p>Certification This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Carolyn Harriott for Wyndham City Council on 31/01/2022</p>	
<p>NOTATIONS</p>			
<p>Upon registration of this plan the following restriction is to be created</p> <p>Grounds for creation of restriction : Wyndham City Council Planning Permit Number WYP13001/21</p> <p><u>Description of Restriction :</u></p> <p><u>Creation of Restriction No.1</u></p> <p>The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.</p> <p>Burdened Land: Lot AS on PS 810131T being Vol. 12088 Fol. 967 Benefited Land: All Lots on plan of subdivision no. PS 810131T</p> <p>Restriction: With the exception of any variations approved by Wyndham City Council and Westbrook Medium Density Housing Design Panel, the registered proprietor or proprietors for the time being of the burdened land to which the following restrictions apply must not:</p> <ol style="list-style-type: none"> subdivide or develop the burdened land unless the subdivision or development of the burdened land is in accordance with the provisions of the Westbrook Medium Density Housing Design Guidelines and the plans approved by the Westbrook Medium Density Housing Design Panel. make an application for a building permit for a building, structure, fence or works on of the burdened land unless the plans for the building, structure, fence or works has first been approved by the Westbrook Medium Density Housing Design Panel. construct any building, structure, fence or works or undertake any landscaping works except for buildings, structures, fences, works or landscaping works that comply with the provisions of the Westbrook Medium Density Housing Design Guidelines and the plans approved by the Westbrook Medium Density Housing Design Panel. allow any of the above restrictions to be changed or amended unless the change/s or amendment/s have been approved in writing by the Westbrook Medium Density Housing Design Panel. construct any dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering. <p>For this restriction:</p> <ul style="list-style-type: none"> Developer means Leakes Pty Ltd ACN 109 665 572. Development means the development known as Westbrook. Westbrook Medium Density Housing Design Guidelines means Westbrook Medium Density Housing Design Guidelines (as amended by the Developer from time to time), a copy of which is available for inspection at the display/sales suite at the Development. Westbrook Medium Density Housing Design Panel means Westbrook Medium Density Housing design panel that is appointed by the Developer in accordance with the Westbrook Medium Density Housing Design Guidelines and its successors, substitutes, permitted assigns, executors, and administrators. <p>Expiry Date: All clauses except clause e. shall expire 10 years after the date of registration of this Plan.</p>			
<p>SURVEYOR'S FILE REF: 304101CR01</p>		<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 of 1</p>
 <p>414 La Trobe Street PO Box 18084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>		<p>Digitally signed by: James Patrick Gleeson, Licensed Surveyor. Surveyor's Plan Version (3), 17/12/2021. SPEAR Ref: S179858S</p>	
<p>PLAN REGISTERED TIME: 10:41AM DATE: 25/03/2022 S.A Assistant Registrar of Titles</p>			



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 23/05/2022 04:32:47 PM

Status	Registered	Dealing Number	AV516013L
Date and Time Lodged	08/04/2022 03:46:18 PM		

Lodger Details

Lodger Code	16089P
Name	NATIONAL AUSTRALIA BANK LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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.

Land Title Reference

12088/967

Transferor(s)

Given Name(s)	HEATHER ELIZABETH
Family Name	MCNAUGHTON
Given Name(s)	JEFFREY ROBERT
Family Name	DAVIS
Given Name(s)	JOAN MARGARET
Family Name	HODGE
Given Name(s)	MARJORIE JEAN
Family Name	GOUGH
Given Name(s)	TREVOR ROY
Family Name	DAVIS

Estate and/or Interest being transferred

Fee Simple



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Consideration

\$AUD 1355000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	DOHERTYS ROAD DEVELOPMENTS PTY LTD
ACN	650833211
Address	
Street Number	3
Street Name	PEREGRINE
Street Type	RISE
Locality	KEILOR EAST
State	VIC
Postcode	3033

Covenants

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

Burdened land	the Land
Benefited land	MCP: AA5243
Restrictive covenant	MCP: AA5243
Expiry Date	

Duty Transaction ID

5397508

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor 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	JEFFREY ROBERT DAVIS TREVOR ROY DAVIS JOAN MARGARET HODGE MARJORIE JEAN GOUGH HEATHER ELIZABETH MCNAUGHTON
Signer Name	STEVEN SMITH
Signer Organisation	HWL EBSWORTH LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 APRIL 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee 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	DOHERTYS ROAD DEVELOPMENTS PTY LTD
Signer Name	PETER DOUROS
Signer Organisation	DOUROS JACKSON LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 APRIL 2022

File Notes:

NIL

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

Statement End.



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Document Type	Plan
Document Identification	PS810131T
Number of Pages (excluding this cover sheet)	9
Document Assembled	08/10/2021 15:52

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PLAN OF SUBDIVISION	EDITION 1	PS 810131T
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<p>LOCATION OF LAND</p> <p>PARISH: TRUGANINA TOWNSHIP: - SECTION: 15 CROWN ALLOTMENT: 1 & 3 (PARTS) CROWN PORTION: - TITLE REFERENCE: C/T VOL 11939 FOL 175 & VOL 11939 FOL 176 LAST PLAN REFERENCE: PS 747839V, LOTS AK & AN</p> <p>POSTAL ADDRESS: 905 DOHERTYS ROAD (at time of subdivision) TRUGANINA, VIC 3029</p> <p>MGA94 CO-ORDINATES: E: 299 210 ZONE: 55 (of approx centre of land N: 5810 620 in plan)</p>	<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS4580/18 Planning Permit Reference: WYP6216/12 SPEAR Reference Number: S109462T</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/11/2018</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Caitlin Anne Sprattling for Wyndham City Council on 23/05/2019</p> <p>Statement of Compliance issued: 29/05/2019</p>
--	--

VESTING OF ROADS AND/OR RESERVES		Notations
IDENTIFIER	COUNCIL/BODY/PERSON	Lots 1 to 3302, A to Z and AA to AR (all inclusive) have been omitted from this plan.
ROAD R-1 RESERVE No. 1,2,3,4 & 5	WYNDHAM CITY COUNCIL WYNDHAM CITY COUNCIL	
NOTATIONS		
DEPTH LIMITATION DOES NOT APPLY		
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No. WYP 6216/12 This survey has been connected to permanent marks No(s). 609, 610 & 758 In Proclaimed Survey Area No. -		

EASEMENT INFORMATION

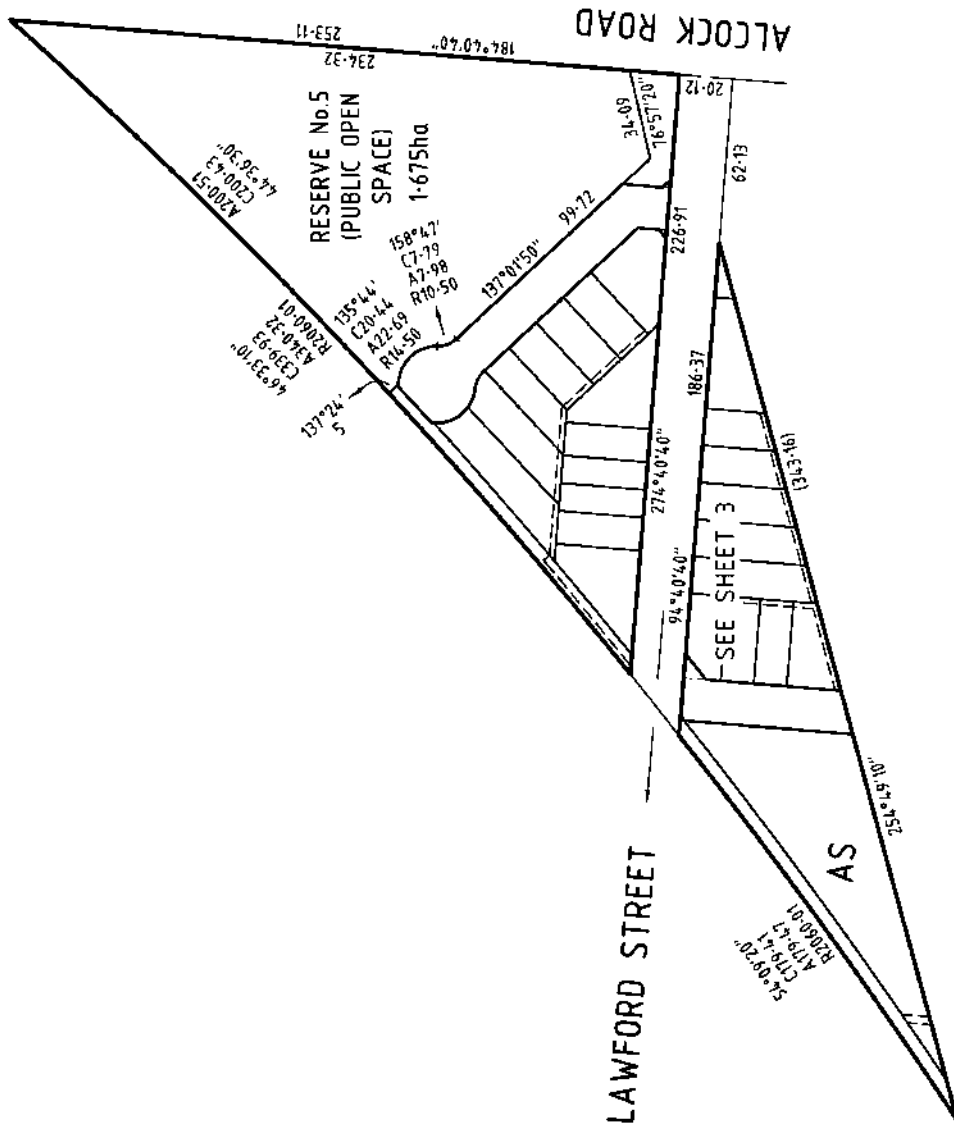
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Sewerage	3	This Plan	City West Water Corporation
E-2	Drainage	3	This Plan	Wyndham City Council
E-3	Sewerage	2	This Plan	City West Water Corporation
E-4	Drainage	2	This Plan	Wyndham City Council

WESTBROOK ESTATE - 33 (23 LOTS) AREA - 3.389ha

414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au	SURVEYORS FILE REF: 304101SV00	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 9
	Digitally signed by: James Patrick Gleeson, Licensed Surveyor, Surveyor's Plan Version (9), 23/05/2019, SPEAR Ref: S109462T		PLAN REGISTERED TIME: 9.30 AM DATE: 7/06/2019 RHills Assistant Registrar of Titles

PS 810131T

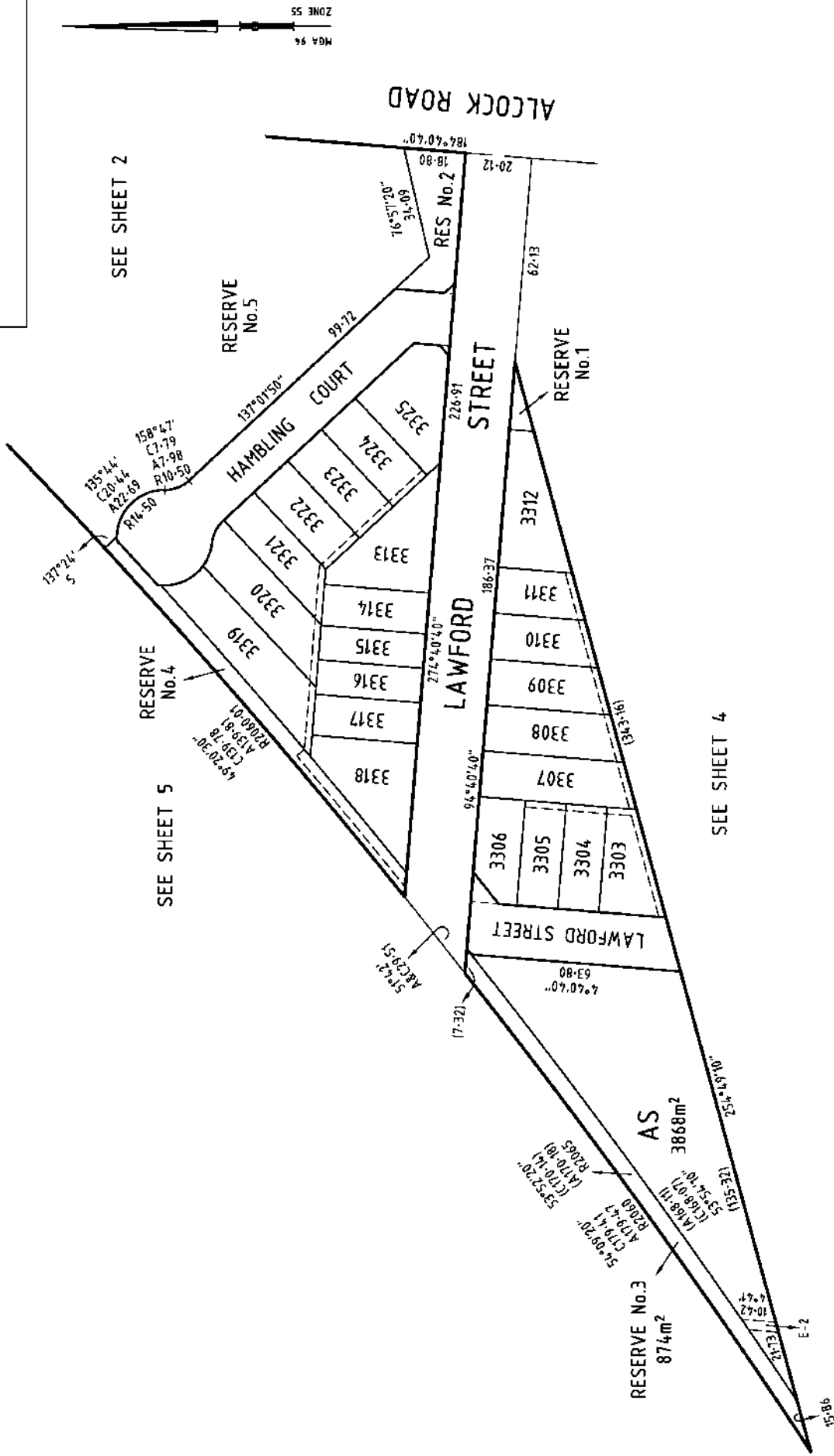


MGA 94
ZONE 55

<p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spire.com.au</p>	<p>SCALE 1:2000</p>	<p>LENGTHS ARE IN METRES 0 20 40 60 80</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 2</p>
	<p>Digitally signed by: James Patrick Glossoon, Licensed Surveyor, Surveyor's Plan Version (9), 23/05/2019, SPEAR Ref: S109462T</p> <p>Digitally signed by: Wyndham City Council, 23/05/2019, SPEAR Ref: S109462T</p>			



PS 810131T



SEE SHEET 2

SEE SHEET 5

SEE SHEET 4



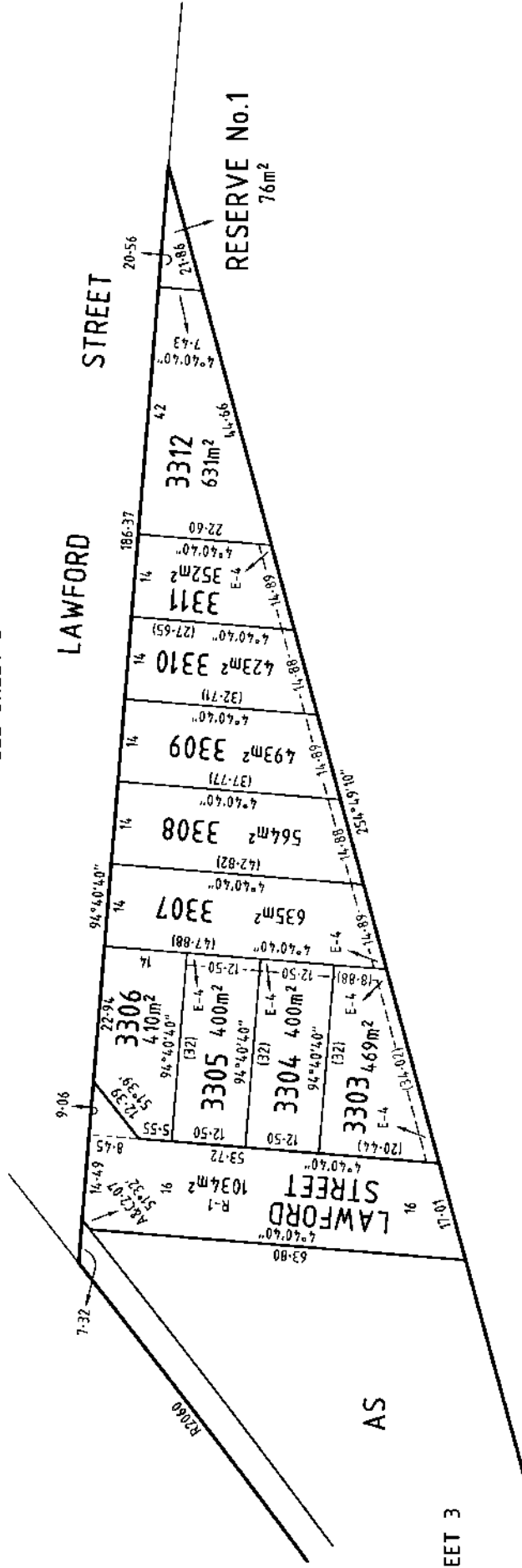
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PS 810131T



SEE SHEET 5

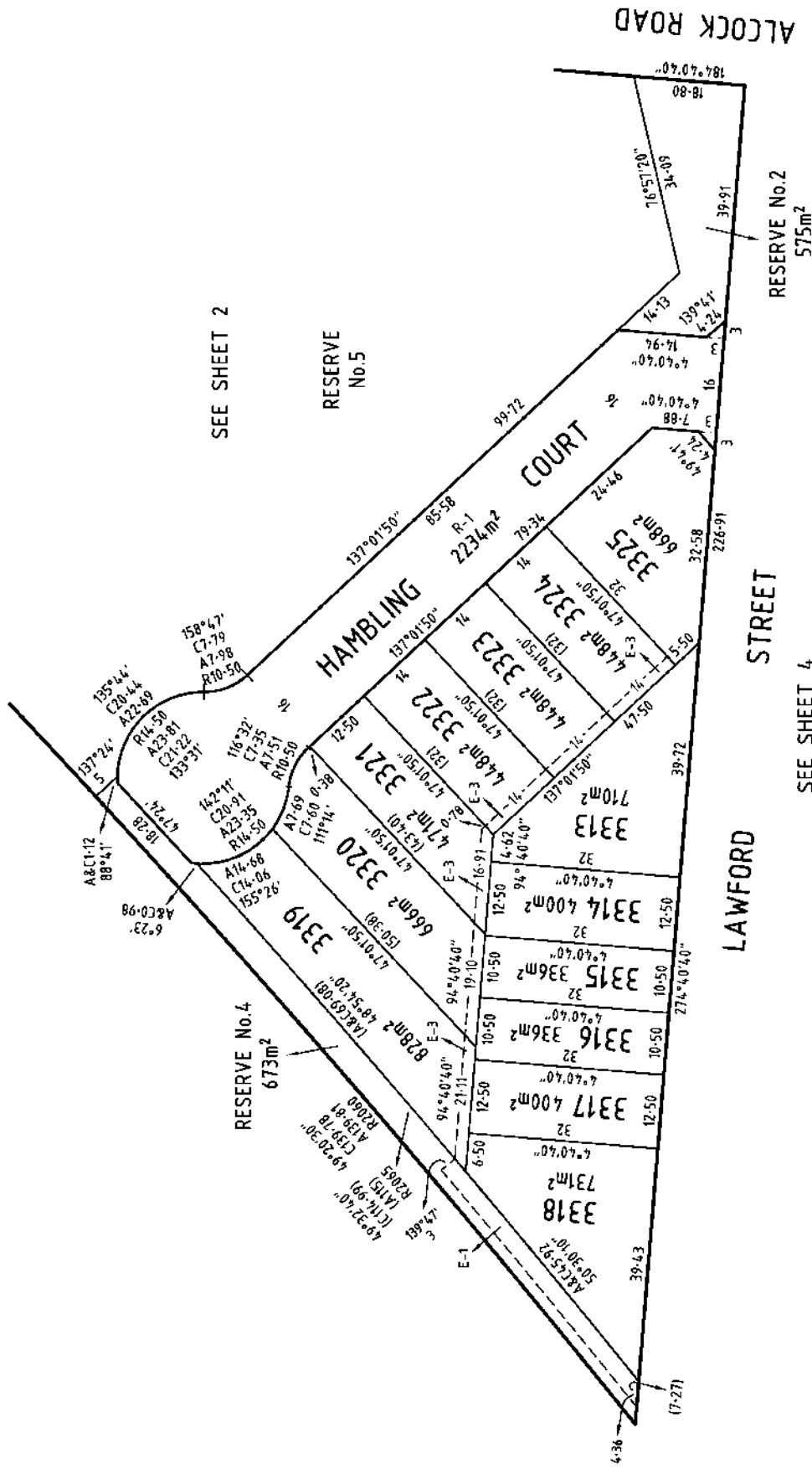


SEE SHEET 3

<p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spire.com.au</p>	<p>SCALE 1:750</p>	<p>7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4</p>
	<p>Digitally signed by: James Patrick Glossoon, Licensed Surveyor, Surveyor's Plan Version (9), 23/05/2019, SPEAR Ref: S109462T</p> <p>Digitally signed by: Wyncham City Council, 23/05/2019, SPEAR Ref: S109462T</p>			



PS 810131T



SEE SHEET 2

RESERVE No.5

LAWFORD STREET

SEE SHEET 4

RESERVE No.2
575m²

ALCOCK ROAD

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	Digitally signed by: James Patrick Glooson, Licensed Surveyor, Surveyor's Plan Version (9), 23/05/2019, SPEAR Ref: S109462T Digitally signed by: Wynham City Council, 23/05/2019, SPEAR Ref: S109462T			

CREATION OF RESTRICTION No. 1

The following restriction is to be created upon registration of this plan;

For the purposes of this restriction:

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

Land to Benefit: Lots 3303 to 3325 (both inclusive) on this plan

Land to be Burdened: Lots 3303 to 3325 (both inclusive) on this plan

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies must not:

1. Construct any building other than one dwelling on any burdened lot on this plan, unless permitted otherwise in writing by the Design Panel appointed by DFC (Westbrook) Pty Ltd.
2. Further subdivide any burdened lot on this plan unless permitted otherwise in writing by the Design Panel appointed by DFC (Westbrook) Pty Ltd.
3. Construct any dwelling or commercial building unless that building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
4. Subject to clauses 5 to 7, build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with the building envelopes shown on sheets 7 & 8 of this plan.
5. Build or erect any dwelling or structure other than a dwelling or structure which is built in accordance with the memorandum of common provisions registered in dealing number AA3184.
6. For those boundaries indicated as 0 or 1 on the building envelope plan on sheets 7 & 8 of this plan, construct a dwelling with more than one boundary built at zero offset.
7. For those boundaries indicated as 0 or 1 on the building envelope plan on sheets 7 & 8 of this plan, construct a dwelling or part of a dwelling within 1m of the boundary unless that dwelling is built on the boundary.
8. Construct any dwelling or fence unless that dwelling or fence accords with the requirements of the Westbrook Design Guidelines.
9. Make application for a building permit for a dwelling or fence on any burdened lot on this plan unless the design has first been approved by the Design Panel appointed by DFC (Westbrook) Pty Ltd.
10. Allow any of the above restrictions to be changed or amended unless the change/s or amendment/s have been approved in writing by the responsible authority and the Design Panel appointed by DFC (Westbrook) Pty Ltd.

This Restriction shall expire 10 years after the date of registration of this plan.



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23/05/2019, SPEAR Ref: S109462T

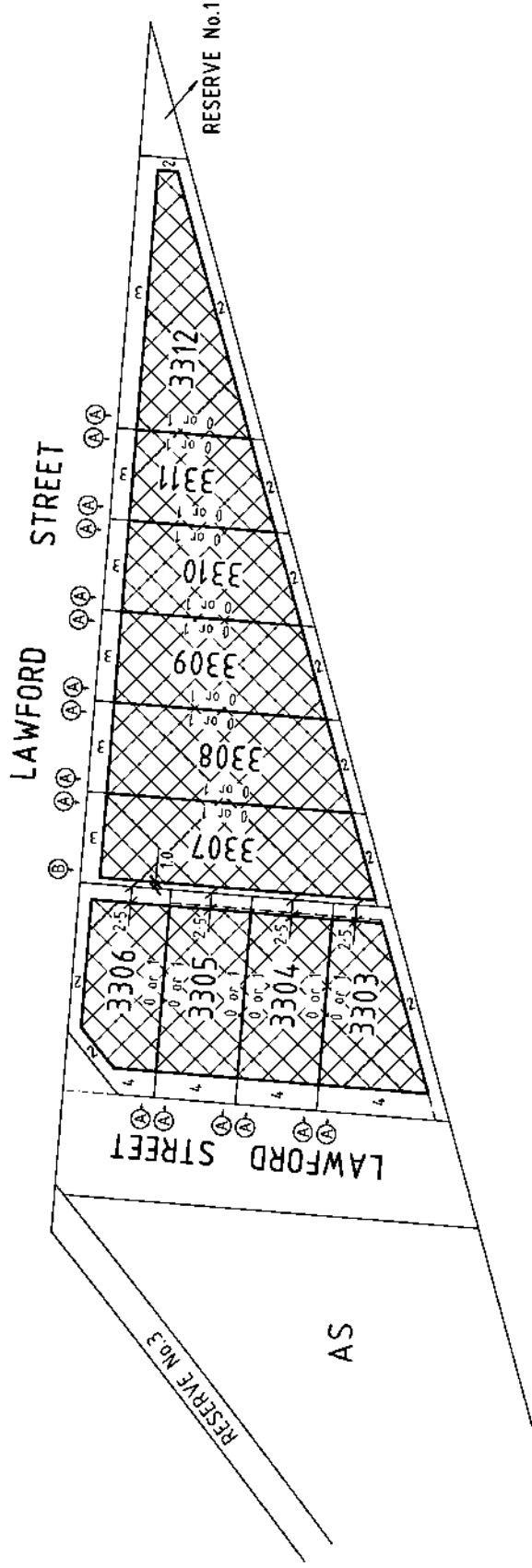
ORIGINAL SHEET
SIZE: A3

SHEET 6

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23/05/2019,
SPEAR Ref: S109462T

PS 810131T

SEE SHEET 8



LEGEND



Building Envelope



Side Boundary Profile
(see MCP for details)

BUILDING ENVELOPE DIAGRAM

1. The Building envelopes on this plan are shown enclosed by continuous thick lines.

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SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

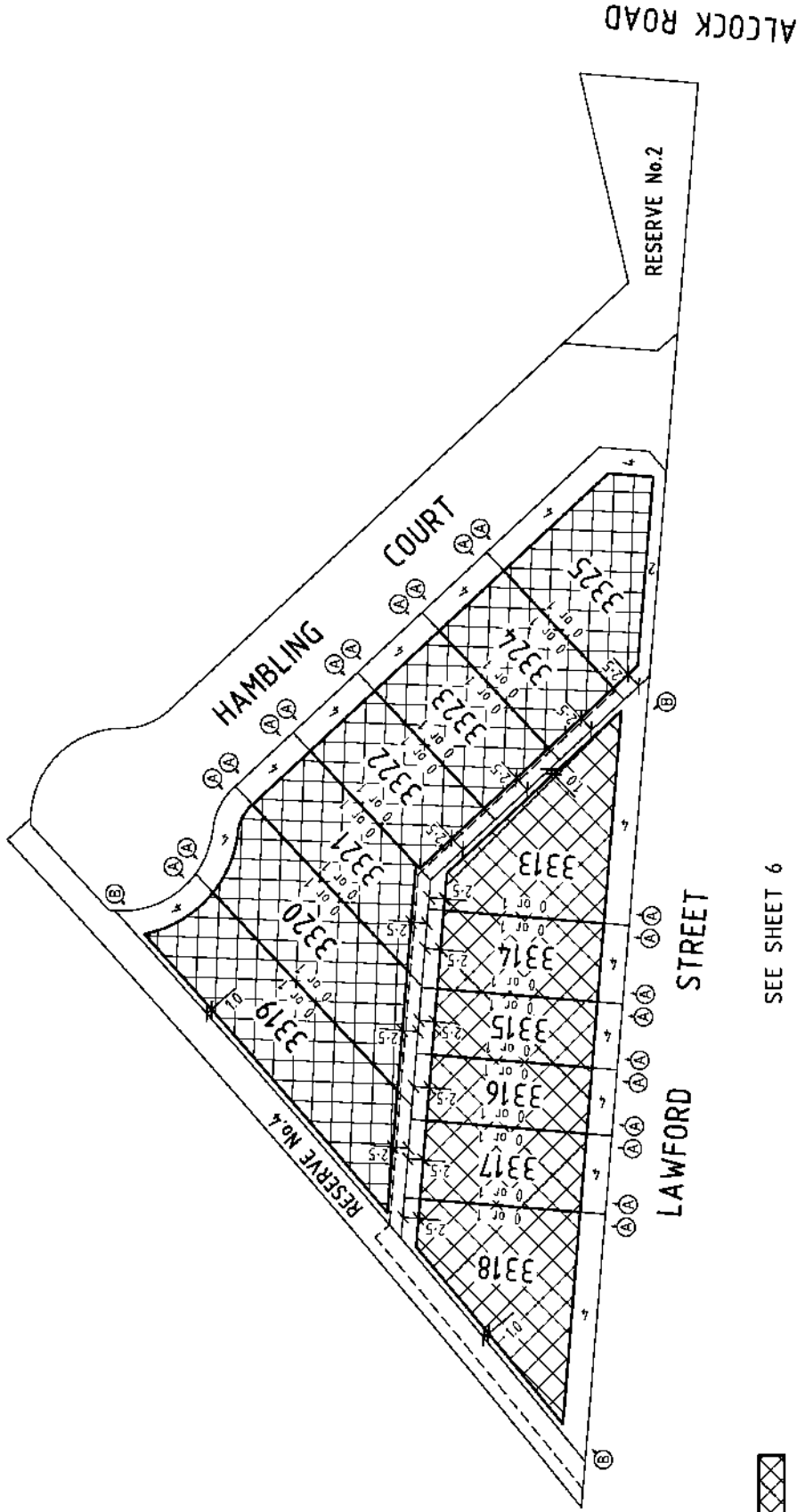
SHEET 7

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Wyndham City Council,
23/05/2019,
SPEAR Ref: S109462T

Digitally signed by: James Patrick Glossoon, Licensed
Surveyor,
Surveyor's Plan Version (9),
23/05/2019, SPEAR Ref: S109462T

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LEGEND



Building Envelope



Side Boundary Profile
(see MCP for details)

BUILDING ENVELOPE DIAGRAM

- The Building envelopes on this plan are shown enclosed by continuous thick lines.

SEE SHEET 6

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SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

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23/05/2019, SPEAR Ref: S109462T

ORIGINAL SHEET
SIZE: A3

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23/05/2019,
SPEAR Ref: S109462T

SHEET 8

PS 810131T

CREATION OF RESTRICTION No. 2
(Noise affected lots within DDO10)

The following restriction is to be created upon registration of this plan:

Land to Benefit: Lots 3303 to 3325 (both inclusive) and Lot AS on this plan

Land to be Burdened: Lots 3303 to 3325 (both inclusive) and Lot AS on this plan

The registered proprietor or proprietors for the time being of any lot on this plan must not construct a dwelling unless the dwelling is constructed in such a way to ensure internal bedroom noise levels will not exceed 65dB LAmax and 40dB LAeq, 8h during the night period from 10pm to 6am and is constructed in accordance with memorandum of common provisions registered in dealing number AA3317.



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 23/05/2019, SPEAR Ref: S109462T

ORIGINAL SHEET
 SIZE: A3

SHEET 9

Digitally signed by:
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 23/05/2019,
 SPEAR Ref: S109462T



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Document Identification	PS816940A
Number of Pages (excluding this cover sheet)	9
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<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	<h1>PS 816940A</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: TRUGANINA TOWNSHIP: - SECTION: 15 CROWN ALLOTMENT: 1 (Part), 3 (Part) & 5 (Part) CROWN PORTION: - TITLE REFERENCE: C/T VOL 11410 FOL 219 VOL 12224 FOL 117 VOL 12224 FOL 118 VOL 12224 FOL 120 VOL 12224 FOL 121 LAST PLAN REFERENCE: LOT 6 on PS 701124Y LOTS D, E, G & AR on PS 819174A POSTAL ADDRESS: 905 DOHERTYS ROAD (at time of subdivision) TRUGANINA VIC 3029 MGA94 CO-ORDINATES: E: 298 510 ZONE: 55 (of approx centre of land N: 5 810 840 in plan)</p>	<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS4698/18 Planning Permit Reference: WYP6744/13 SPEAR Reference Number: S125068V</p> <p>Certification</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 not been made</p> <p>Digitally signed by: Klaas Meekel for Wyndham City Council on 18/02/2021</p> <p>Statement of Compliance issued: 01/03/2021</p>
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VESTING OF ROADS AND/OR RESERVES	Notations
---	------------------

IDENTIFIER	COUNCIL/BODY/PERSON	<p>Land being subdivided is enclosed within thick continuous lines.</p> <p>Lots B to U, X to AZ, and 1 to 4400 (all inclusive) have been omitted from this plan.</p>
ROAD R-1	WYNDHAM CITY COUNCIL	

NOTATIONS

DEPTH LIMITATION : DOES NOT APPLY

SURVEY:
This plan is based on survey

STAGING:
This is not a staged subdivision
Planning Permit No. WYP6744/13

This survey has been connected to permanent marks No(s). 158, 164, 609, 610
In Proclaimed Survey Area No. -

EASEMENT INFORMATION

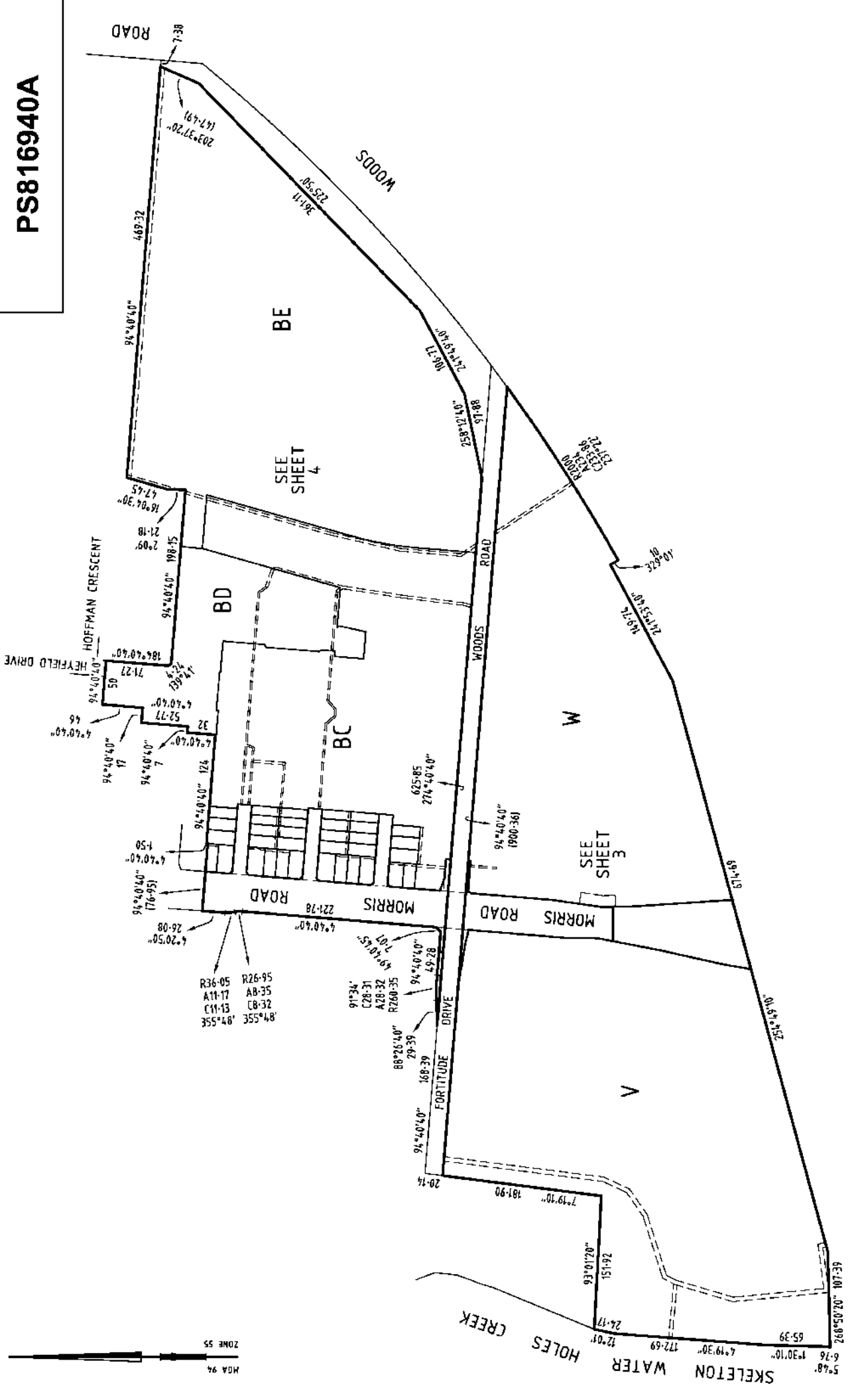
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	DRAINAGE	2	THIS PLAN	WYNDHAM CITY COUNCIL
E-2	DRAINAGE	3	THIS PLAN	WYNDHAM CITY COUNCIL
E-2	SEWERAGE	3	THIS PLAN	CITY WEST WATER CORPORATION
E-3	SEWERAGE	2.50	THIS PLAN	CITY WEST WATER CORPORATION
E-4	SEWERAGE	3	THIS PLAN	CITY WEST WATER CORPORATION
E-5	SEWERAGE	4	THIS PLAN	CITY WEST WATER CORPORATION
E-6	SEWERAGE	5	THIS PLAN	CITY WEST WATER CORPORATION
E-7	SEWERAGE	3	PS 810120Y	CITY WEST WATER CORPORATION
E-8	CARRIAGEWAY	5	PS810121W	WYNDHAM CITY COUNCIL
E-9	SEWERAGE	5	PS 810120Y	CITY WEST WATER CORPORATION
E-9	CARRIAGEWAY	5	PS810121W	WYNDHAM CITY COUNCIL
E-10	DRAINAGE	SEE DIAG.	THIS PLAN	WYNDHAM CITY COUNCIL
E-11	DRAINAGE	3	THIS PLAN	WYNDHAM CITY COUNCIL

WESTBROOK ESTATE - STAGE 44 (34 LOTS)	AREA OF STAGE - 3.798ha
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	<p>Digitally signed by: James Patrick Gleeson, Licensed Surveyor, Surveyor's Plan Version (12), 28/01/2021, SPEAR Ref: S125068V</p>	<p>PLAN REGISTERED TIME: 10:50am DATE: 19/03/21 Assistant Registrar of Titles G Venn</p>	

PS816940A



<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 2</p>	<p>SCALE 1:4000</p> <p>LENGTHS ARE IN METRES</p> <p>0 40 80 120 160</p>	<p>Digitally signed by: James Patrick Gleeson, Licensed Surveyor, Surveyor's Plan Version (12), 28/01/2021, SPEAR Ref: S125068V</p>	<p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spilre.com.au</p> <p>spilre</p>
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PS 816940A

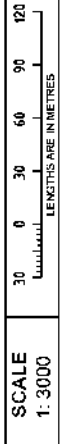
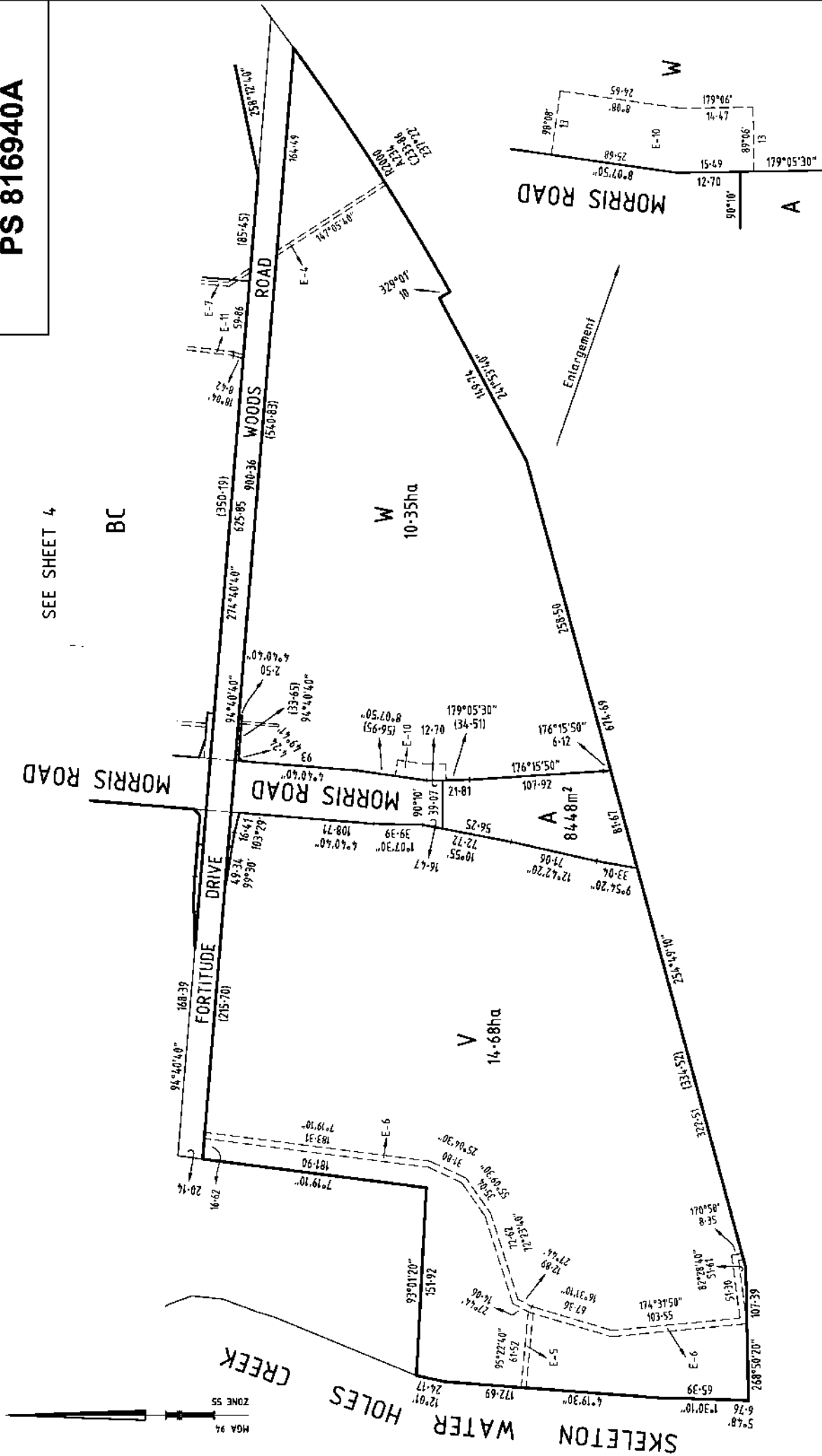
SEE SHEET 4

BC

W
10-35ha

V
14-68ha

ENLARGEMENT
SCALE 1:750



SCALE 1:3000	ORIGINAL SHEET SIZE: A3	SHEET 3
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28/01/2021, SPEAR Ref: S125068V

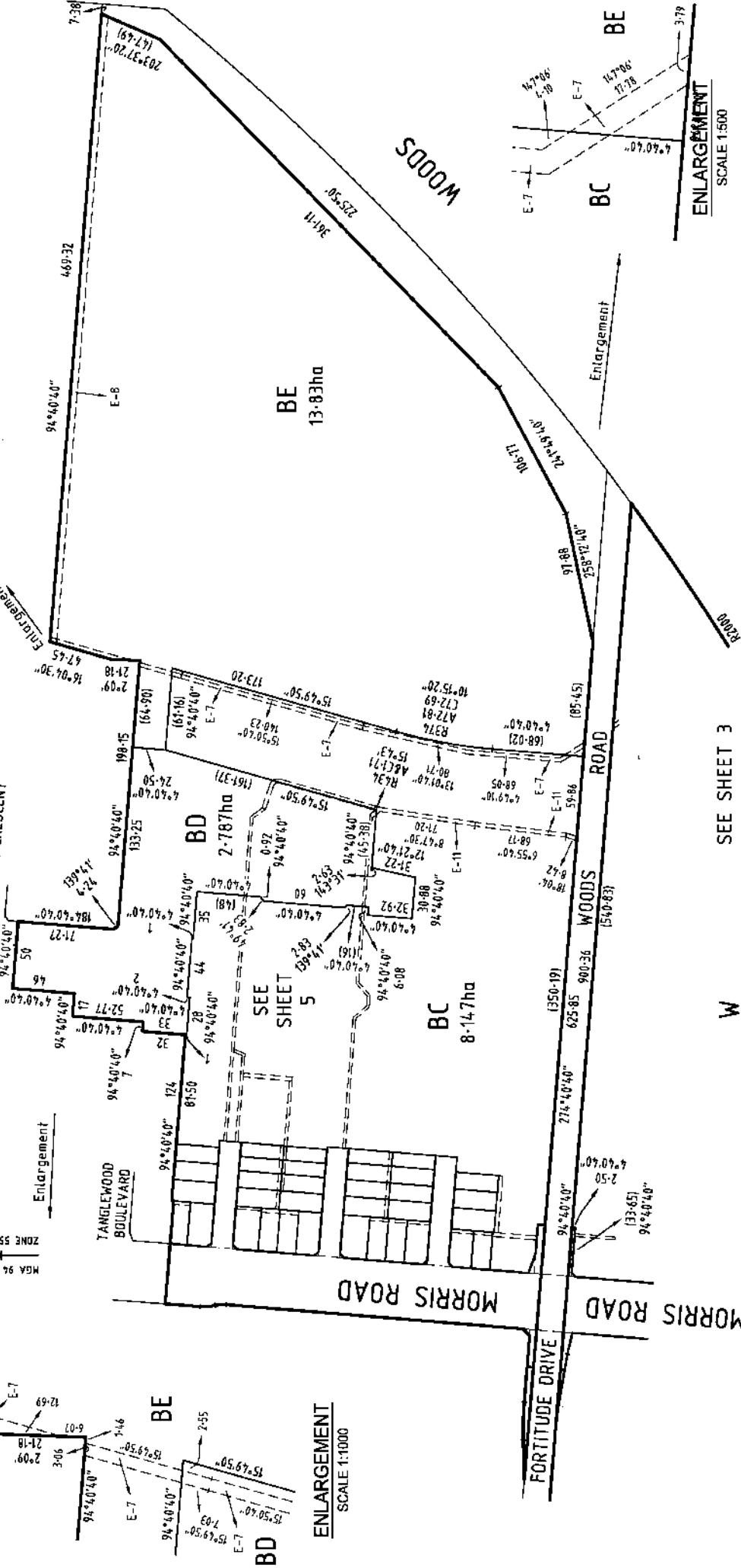
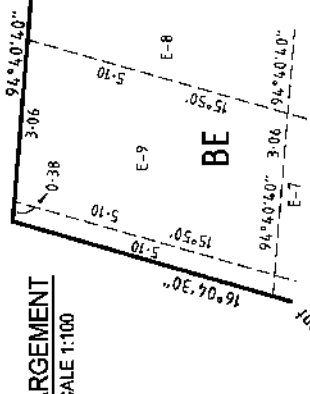
Digitally signed by: Wynham City Council,
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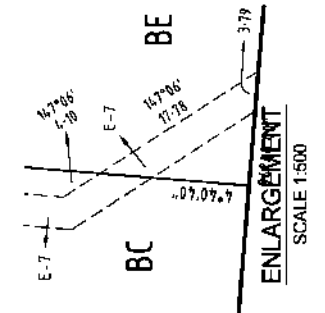


PS 816940A

ENLARGEMENT
SCALE 1:100



ENLARGEMENT
SCALE 1:1000



ENLARGEMENT
SCALE 1:500

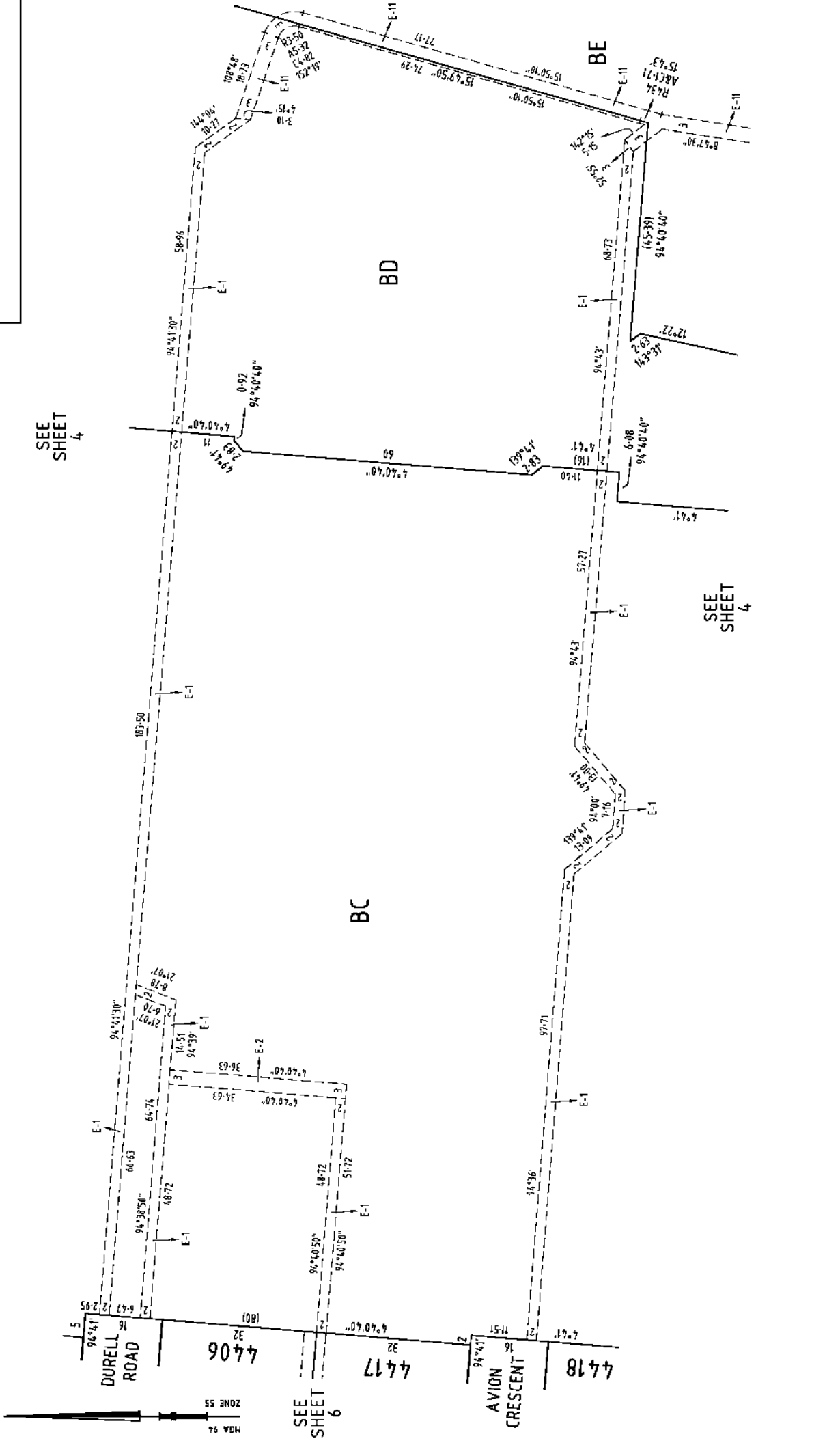
SEE SHEET 3

W

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PS 816940A



SEE SHEET 4

SEE SHEET 4

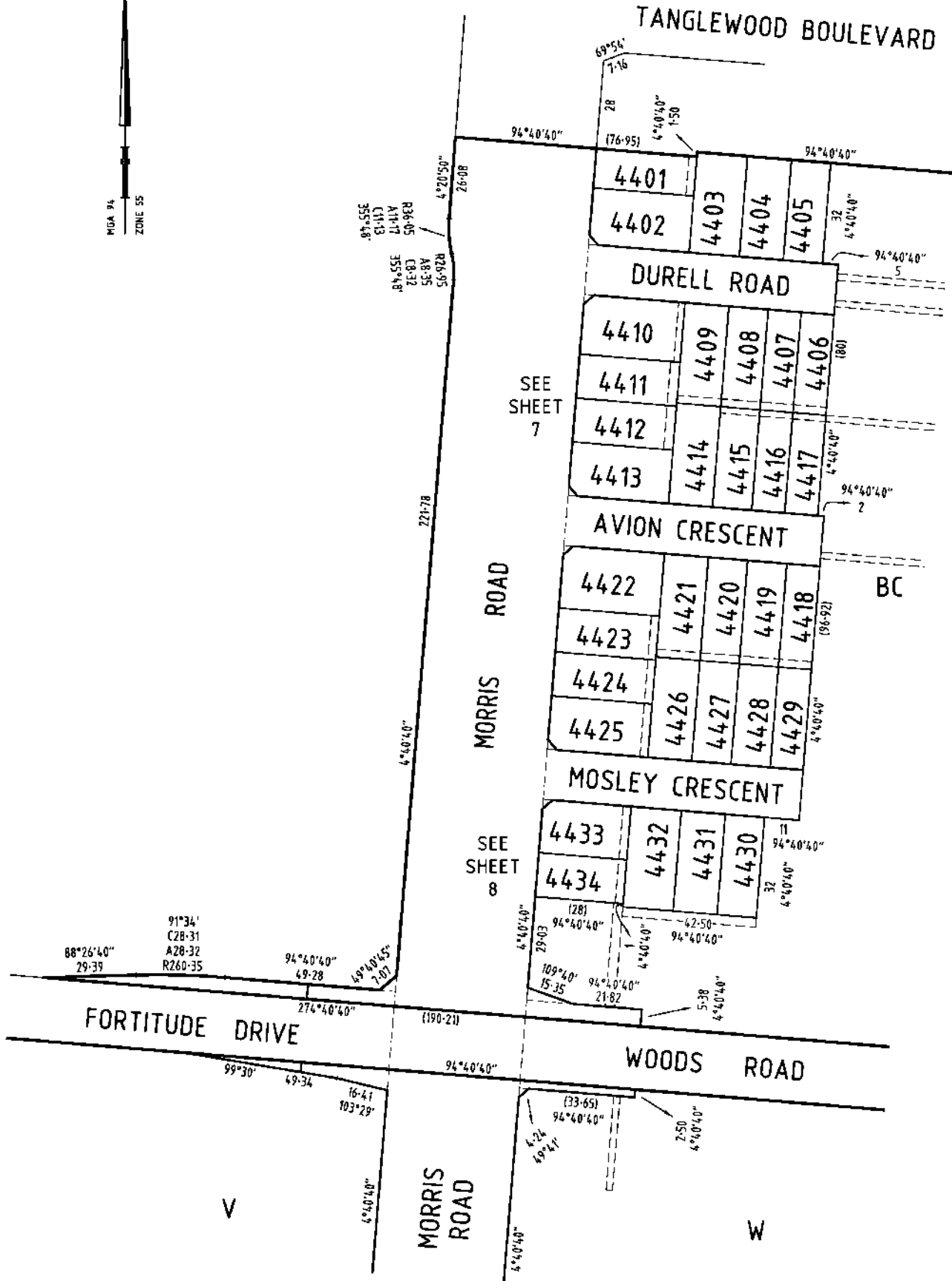
SEE SHEET 6

SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
Digitally signed by: James Patrick Gleeson, Licensed Surveyor, Surveyor's Plan Version (12), 28/01/2021, SPEAR Ref: S125068V		Digitally signed by: Wyndham City Council, 18/02/2021, SPEAR Ref: S125068V	

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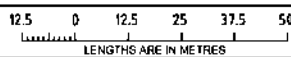
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PS 816940A



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SCALE
 1:1250



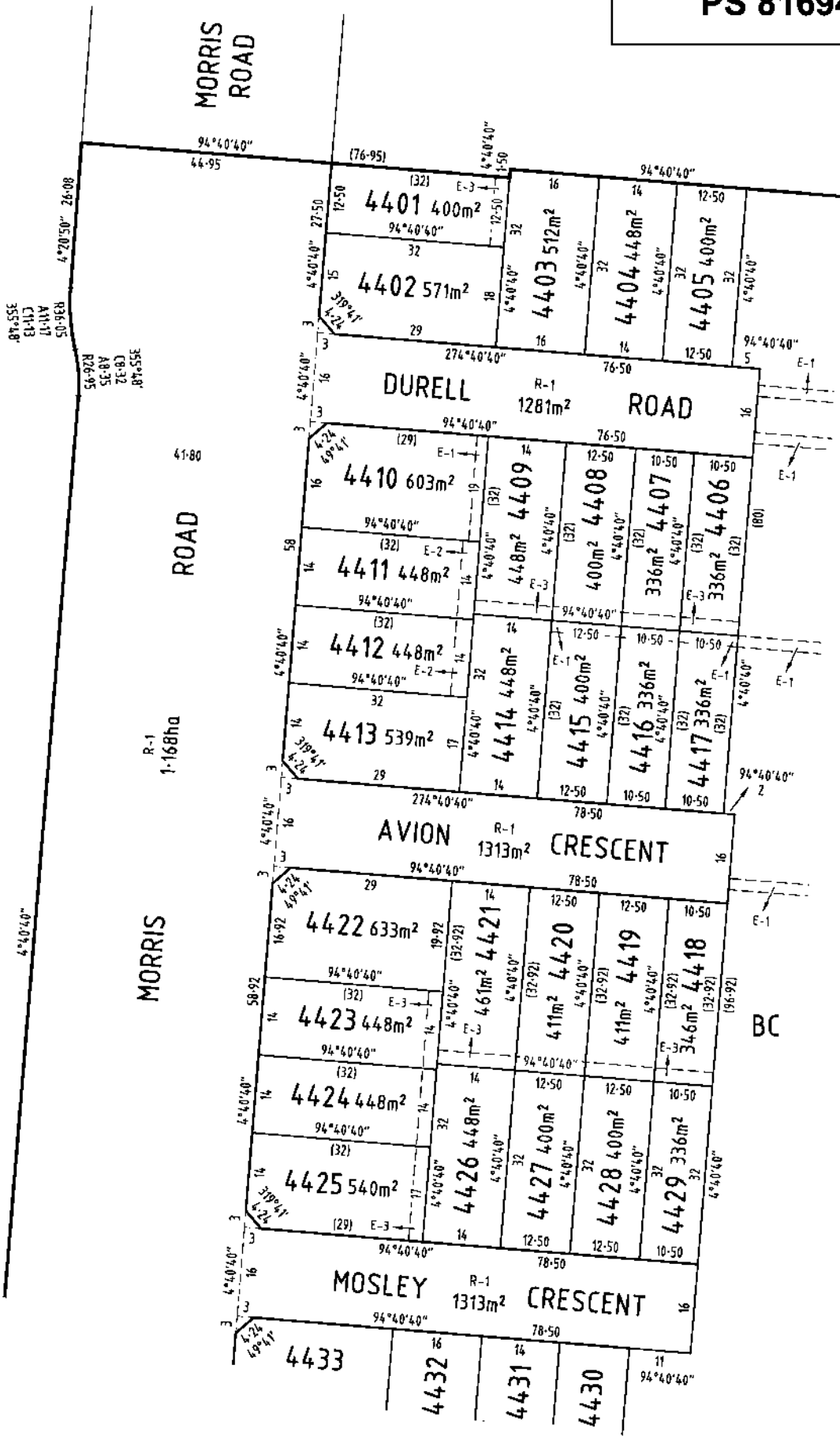
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 28/01/2021. SPEAR Ref: S125068V

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SHEET 6

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 SPEAR Ref: S125068V

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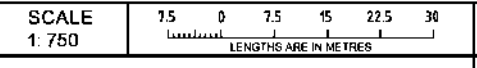


SEE SHEET 5

SEE SHEET 8



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ORIGINAL SHEET
SIZE: A3

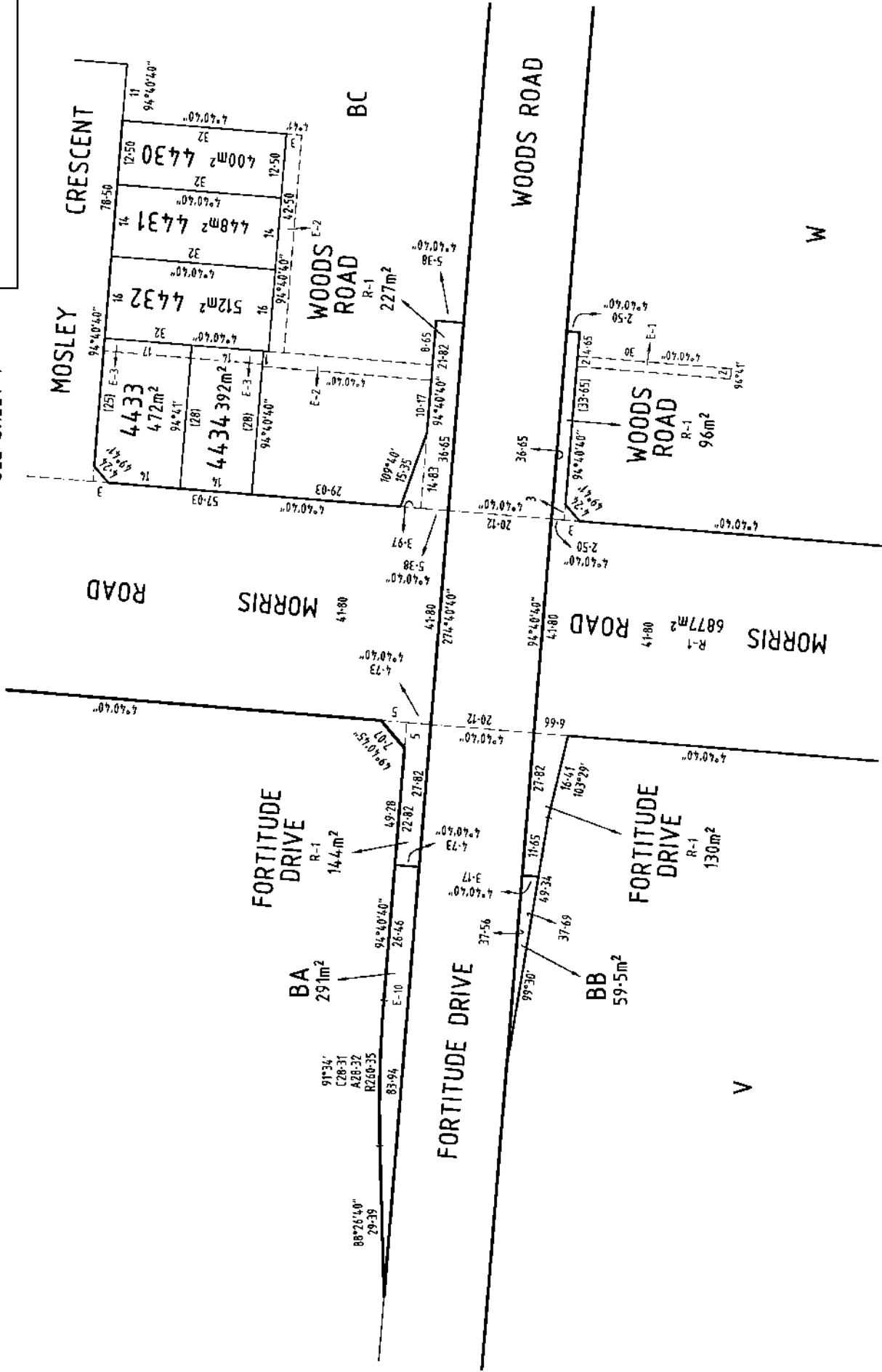
SHEET 7

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Digitally signed by: Wyndham City Council, 18/02/2021, SPEAR Ref: S125068V

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SEE SHEET 7



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SCALE
 1:750

LENTHS ARE IN METRES

7.5 0 7.5 15 22.5 30

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ORIGINAL SHEET
 SIZE: A3

SHEET 8

Digitally signed by: Wyndham City Council, 18/02/2021, SPEAR Ref: S125068V

CREATION OF RESTRICTION No. 1

The following restriction is to be created upon registration of this plan of subdivision:

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

Burdened Land: Lots 4401 to 4434 (both inclusive) on this plan

Benefited Land: Lots 4401 to 4434 (both inclusive) on this plan

Restriction:

1. The burdened land must not be used or developed unless:
 - (a) that dwelling or commercial building on the burdened land incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering; and
 - (b) in accordance with the provisions set out in the Westbrook Design Guidelines, and the plans approved by the Design Panel appointed by DFC (Westbrook) Pty Ltd.
2. Each of Lots 4401 to 4434 must not be used or developed unless in accordance with the provisions set out in the Memorandum of Common Provisions with dealing number AA5654 and the building envelopes contained in Memorandum of Common Provisions with dealing number AA6893
3. The burdened land must not contain more than one dwelling and/or be further subdivided unless:
 - (a) permitted otherwise by the Design Panel appointed by DFC (Westbrook) Pty Ltd; and
 - (b) clauses 1 and 2 (but excluding the building envelopes set out in Memorandum of Common Provisions with dealing number AA6893) are applied to any subdivided lot with an area of 300m² or more; or
 - (c) any subdivided lot with an area less than 300m² is defined as a Type B lot under the Small Lot Housing Code.

Expiry date: Clauses 1(b), 2, 3 and 4 in the above Restriction shall expire 10 years after the date of registration of this plan.

PLAN OF SUBDIVISION

EDITION 1

PS 905046F

LOCATION OF LAND

PARISH : Truganina
 SECTION : 15
 CROWN ALLOTMENT : 1 & 3 (Parts)
 CROWN PORTION : -
 TITLE REFERENCE : Vol. 12088 Fol. 967
 LAST PLAN REFERENCE : PS810131T Lot AS
 POSTAL ADDRESS : 9 Lawford Street
 (At time of subdivision) Truganina 3029
 MGA20 CO-ORDINATES E 299090 ZONE:55
 (of approx centre of land in plan) N 5810565 GDA 20

PRELIMINARY

This Preliminary Plan of Subdivision has been prepared for sale purposes and service authority applications only and should not be used for any other purpose. All contents of this plan are subject to change.

All diagrams in this plan have been based on architectural plans and are subject to change based on the actual constructed buildings.

Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.

All grouped electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford & Associates the final position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

Median: Boundaries marked M

Exterior Face : All other boundaries

Hatching within a parcel indicates that the structure of the relevant walls is contained within that parcel

Common Property No.1 is all the land in the plan except for lots 1 to 17 inclusive

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY: THIS PLAN IS BASED ON SURVEY.
 STAGING: THIS IS NOT A STAGED SUBDIVISION.
 PLANNING PERMIT NO. -

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS
 IN PROCLAIMED SURVEY AREA NO. -

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

EASEMENT INFORMATION

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

IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	3m	PS810131T	City West Water Corporation

DIAGRAM 1

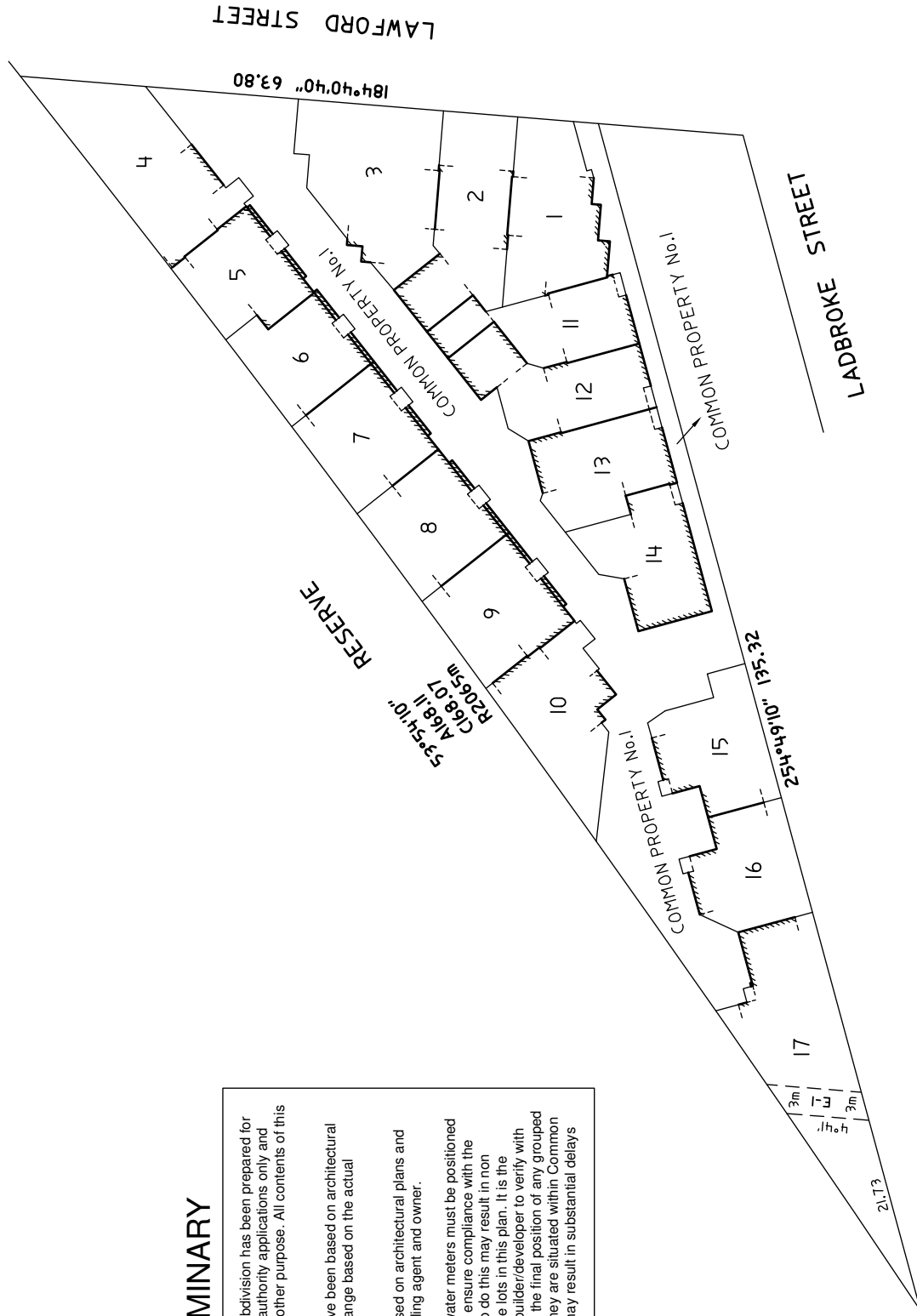
PRELIMINARY

This Preliminary Plan of Subdivision has been prepared for sale purposes and service authority applications only and should not be used for any other purpose. All contents of this plan are subject to change.

All diagrams in this plan have been based on architectural plans and are subject to change based on the actual constructed buildings.

Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.

All grouped electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford & Associates the final position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays



SCALE 1:500
 ORIGINAL SHEET SIZE: A3
 SHEET 2

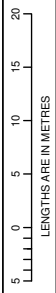
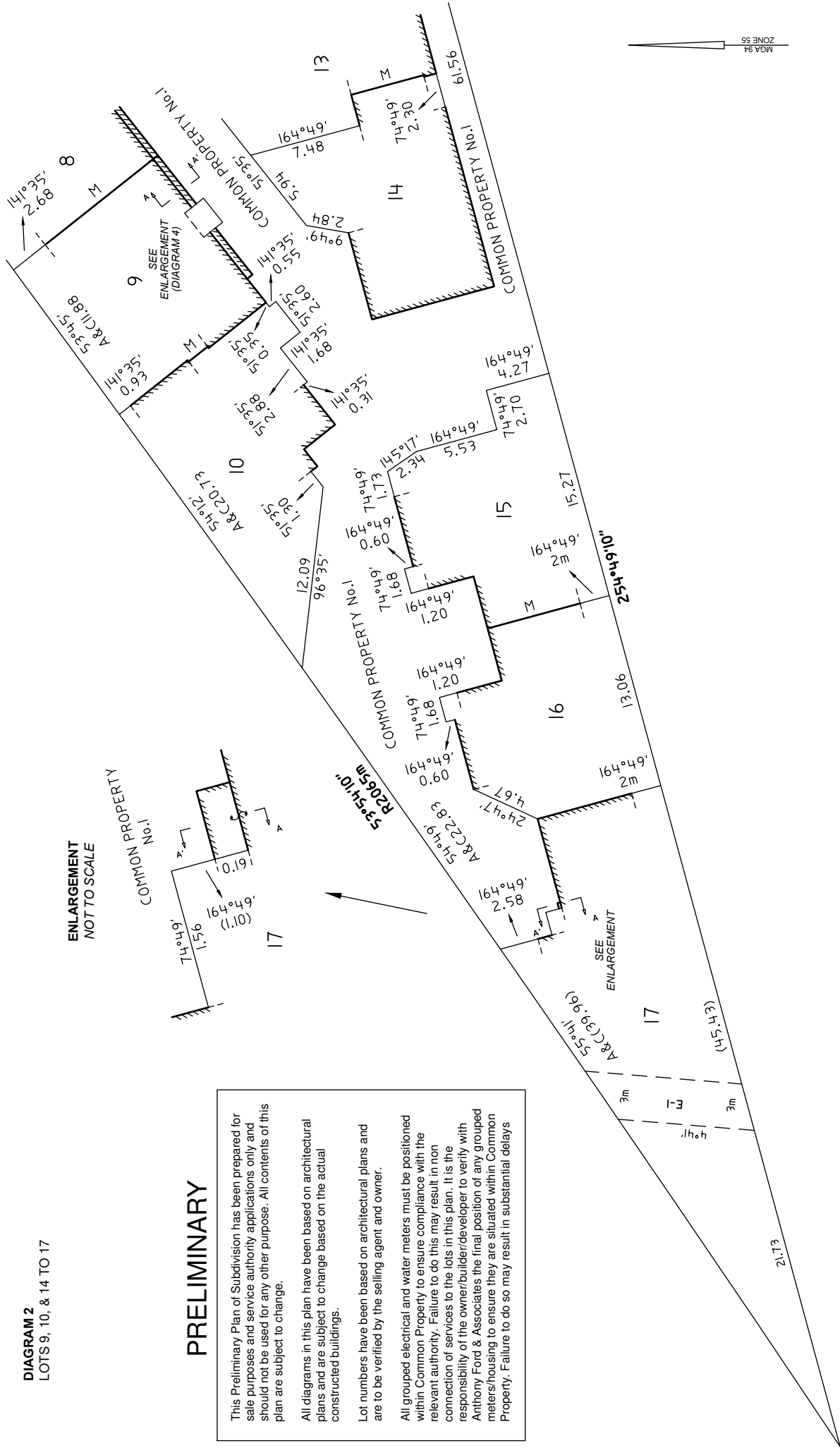


DIAGRAM 2
LOTS 9, 10, & 14 TO 17



ENLARGEMENT
NOT TO SCALE

COMMON PROPERTY
No.1

PRELIMINARY

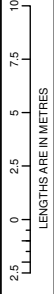
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SCALE
1:250



ORIGINAL SHEET
SIZE: A3

SHEET 3

DIAGRAM 3
LOTS 1 TO 8, & 11 TO 13

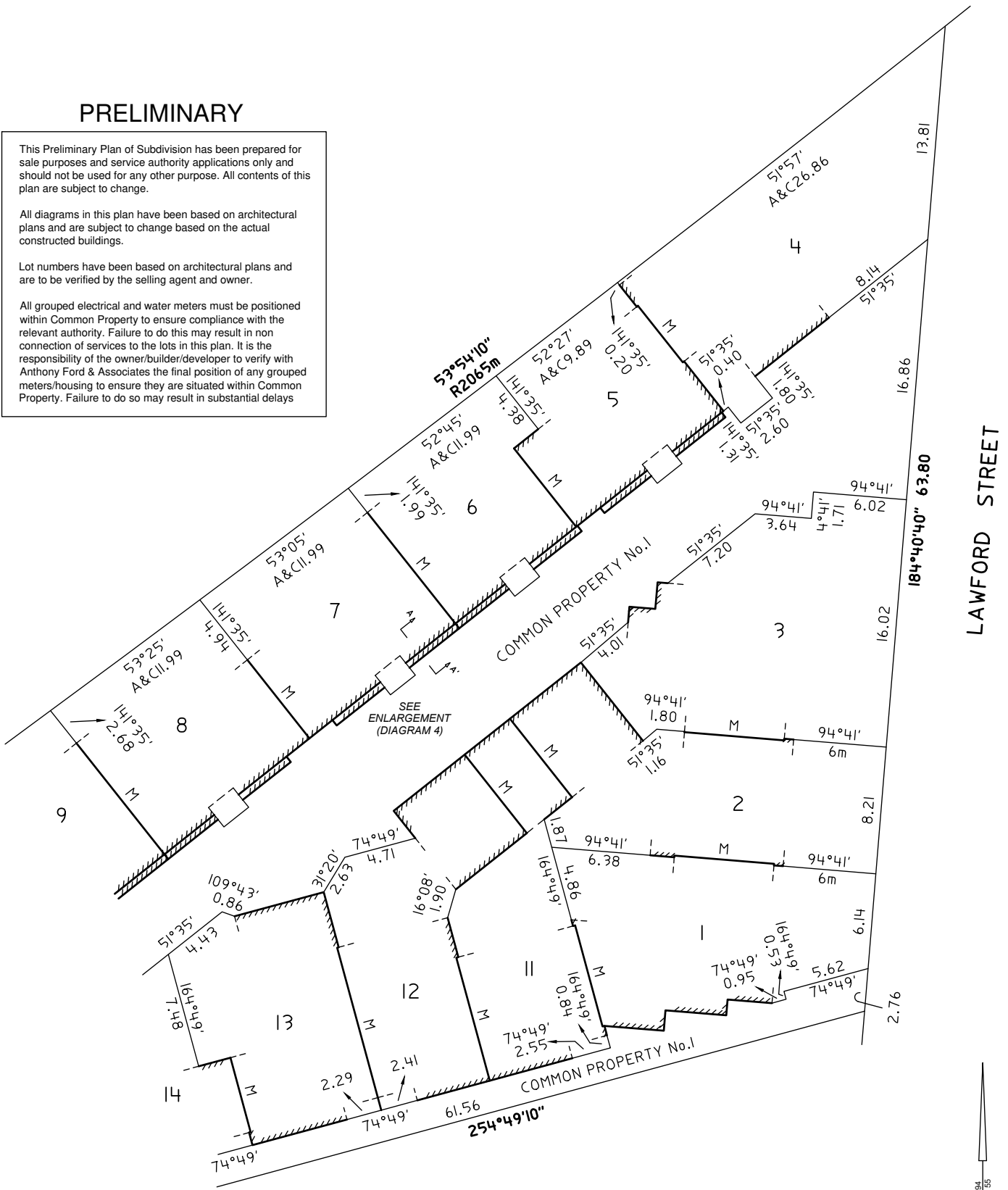
PRELIMINARY

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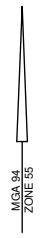
All diagrams in this plan have been based on architectural plans and are subject to change based on the actual constructed buildings.

Lot numbers have been based on architectural plans and are to be verified by the selling agent and owner.

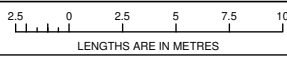
All grouped electrical and water meters must be positioned within Common Property to ensure compliance with the relevant authority. Failure to do this may result in non connection of services to the lots in this plan. It is the responsibility of the owner/builder/developer to verify with Anthony Ford & Associates the final position of any grouped meters/housing to ensure they are situated within Common Property. Failure to do so may result in substantial delays



LAWFORD STREET



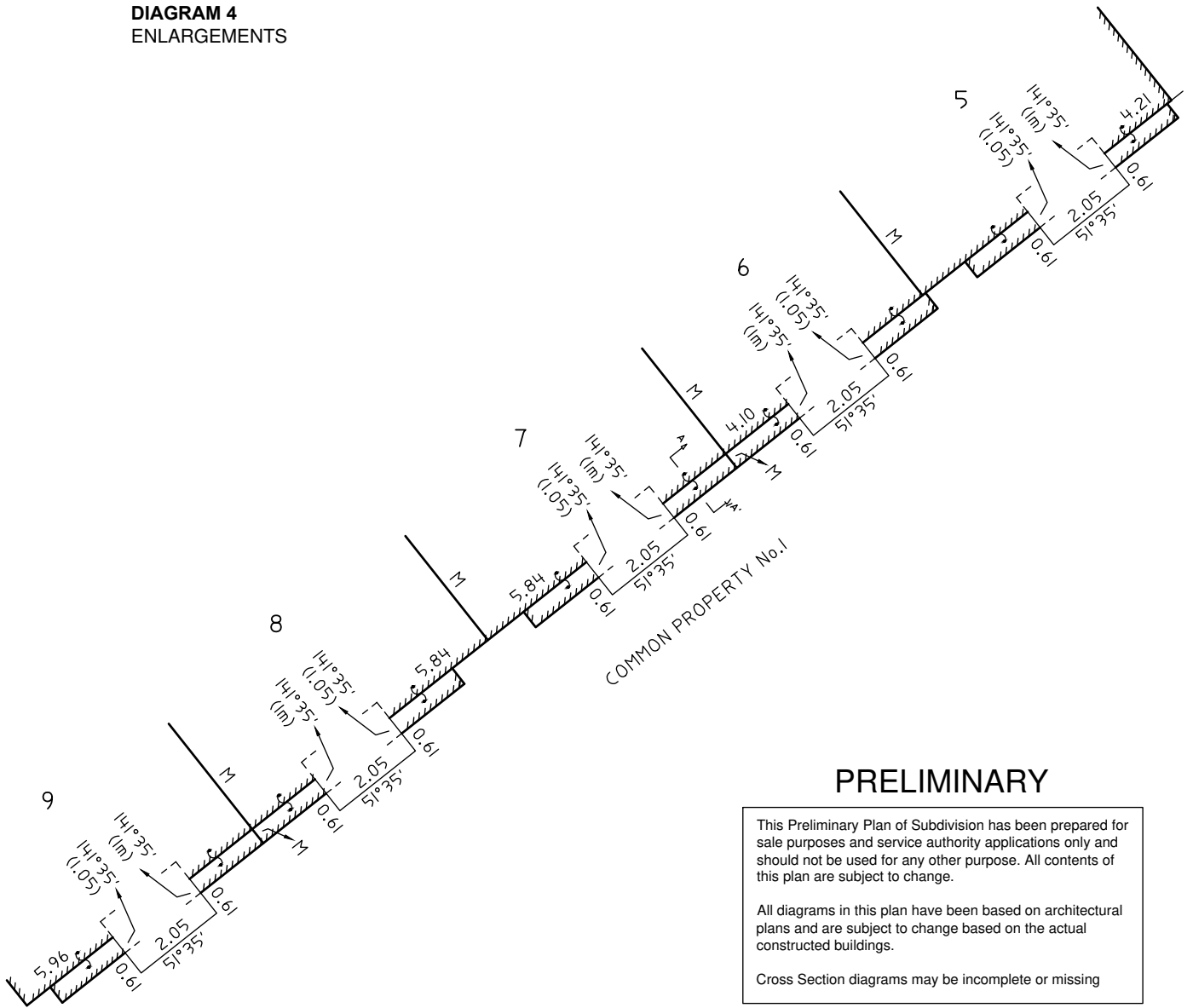
SCALE
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ORIGINAL SHEET
SIZE: A3

SHEET 4

DIAGRAM 4
ENLARGEMENTS



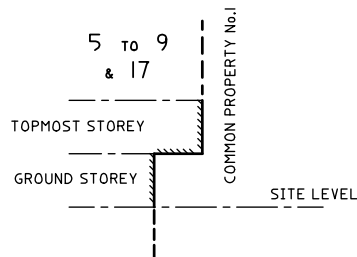
PRELIMINARY

This Preliminary Plan of Subdivision has been prepared for sale purposes and service authority applications only and should not be used for any other purpose. All contents of this plan are subject to change.

All diagrams in this plan have been based on architectural plans and are subject to change based on the actual constructed buildings.

Cross Section diagrams may be incomplete or missing

DIAGRAM 5
CROSS SECTION A-A'
TYPICAL FOR LOTS 5 TO 9 & 17



NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 5



Department of Environment, Land, Water & Planning

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Produced: 23/05/2022 04:32:43 PM

Dealing Number: AV351807M

Status: Registered

Date and Time Lodged: 18/02/2022 04:10:48 PM

Responsible Subscriber: HWL EBSWORTH LAWYERS

Customer Code: 19208S

Reference: SJSCDW662294 Lot AS

RESTRICTION CREATION, REMOVAL OR VARIATION

The applicant applies for registration of the plan of creation of a restriction under Section 23 of the Subdivision Act 1988.

Burdened Land:

VOLUME: 12088 FOLIO: 967

Benefited Land:

VOLUME: 12088 FOLIO: 944

VOLUME: 12088 FOLIO: 945

VOLUME: 12088 FOLIO: 946

VOLUME: 12088 FOLIO: 947

VOLUME: 12088 FOLIO: 948

VOLUME: 12088 FOLIO: 949

VOLUME: 12088 FOLIO: 950

VOLUME: 12088 FOLIO: 951

VOLUME: 12088 FOLIO: 952

VOLUME: 12088 FOLIO: 953

VOLUME: 12088 FOLIO: 954



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

VOLUME: 12088 FOLIO: 955
VOLUME: 12088 FOLIO: 956

VOLUME: 12088 FOLIO: 957

VOLUME: 12088 FOLIO: 958

VOLUME: 12088 FOLIO: 959

VOLUME: 12088 FOLIO: 960

VOLUME: 12088 FOLIO: 961

VOLUME: 12088 FOLIO: 962

VOLUME: 12088 FOLIO: 963

VOLUME: 12088 FOLIO: 964

VOLUME: 12088 FOLIO: 965

VOLUME: 12088 FOLIO: 966

Applicant(s):

JEFFREY ROBERT DAVIS
13 ROSEDALE COURT MELTON WEST VIC 3337

TREVOR ROY DAVIS
"SPRINGFIELDS" 450 BALLAN-GREENDALE ROAD BALLAN VIC 3342

JOAN MARGARET HODGE
5 SLATTERY STREET WERRIBEE VIC 3030

MARJORIE JEAN GOUGH
"GOMETRA" 0 BRANXHOLME STREET BRANXHOLME VIC 3302

HEATHER ELIZABETH MCNAUGHTON
183 RALRAL AVENUE RENMARK SA 5341

Council in which land is located:
Wyndham City Council

SPEAR Reference Number:
S179858S

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.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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 JEFFREY ROBERT DAVIS
TREVOR ROY DAVIS
JOAN MARGARET HODGE
MARJORIE JEAN GOUGH
HEATHER ELIZABETH MCNAUGHTON

Signer Name STEVEN SMITH
Signer Organisation HWL EBSWORTH LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 14 February 2022

File Notes:
NIL

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

Prty:	09/11/2017	\$94.60	173
The:			
colle:			
unde:			
used:	maintaining property boundaries registers and indexes.		

Form 21

Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: TGM:AZV:7382243
 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 11410 Folio 218, Volume 11857 Folio 103 and Volume 11860 Folio 207

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

Aaron Chiles
AARON CHILES

Name of officer:

MANAGER URBAN FUTURES

Position Held:

Date:

3/11/2017

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- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund the infrastructure necessary as a result of the development of the area for urban purposes.
- F. The Owner is required to pay the Levy in respect of the subdivision of the Subject Land pursuant to the Permit.
- G. The Owner has requested that Council, in its capacity as collecting agency, agree to defer the obligation for the Owner to pay the Levy for the Agreed Stages until 31 December 2017 to enable:
 - G.1 the Parties to negotiate terms on which Council would agree to permit the Owner to provide works and/or land in lieu of the payment of the Levy and prepare an agreement under section 173 of the Act recording such terms; and
 - G.2 a Statement of Compliance to be issued for the Agreed Stages.
- H. Council has agreed to the request on the terms set out in this Agreement.
- I. 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.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Stages means the Stages 19, 21 and 29 of the subdivision of the Subject Land.

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

Credit means a credit against the Levy.

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, mail@wyndham.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.

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Development Contributions Plan means the Wyndham North Development Contributions Plan September 2014 - being an incorporated document in the Planning Scheme and any other development contributions plan that applies to the Subject Land from time to time.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time under the Planning Permit.

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

Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land in accordance with the Planning Permit calculated and adjusted in accordance with the Development Contributions Plan.

Lot means a lot on the Endorsed Plan.

Mortgagee means the person registered or entitled from time to time to be registered as the 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.

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

Party or Parties means the Parties to this Agreement.

Planning Permit means Planning Permit No. WYP6216/12 issued by Council on 18 November 2014 , as amended from time to time, authorising the subdivision of the Subject Land.

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

Stage means a specified stage of the subdivision of the Subject Land as identified in any staging plan forming part of the Endorsed Plan.

Statement of Compliance means a Statement of Compliance under the Subdivision Act 1988.

Subject Land means the land being the land title details referred Schedule 1 to this Agreement any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

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

3. Purposes of Agreement

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

- 3.1 secure the future payment of the Levy for the Agreed Stages; 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.

4. Reasons for Agreement

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

- 4.1 Council has granted consent to the Owner to defer the payment of the Levy for the Agreed Stages until 31 December 2017 on the terms and conditions of this Agreement.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

- 6.1 The Owner covenants and agrees that it will pay the Levy for the Agreed Stages:
 - 6.1.1 On or before 31 December 2017, unless Council in its capacity as collecting agency agrees in writing to a different time; and
 - 6.1.2 if the Permit expires, is cancelled or otherwise ceases to operate, prior to the issue of Statement of Compliance for any subdivision of the Subject Land other than the Agreed Stages.

AQ430467P



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9. 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.

10. 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:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

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

11.3 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.

11.4 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.

11.5 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.

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11.6 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.

11.7 Governing law

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

12. GST

- 12.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in the Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.2 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

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 Council executes this Agreement.

14. Ending of Agreement

- 14.1 This Agreement ends:
 - 14.1.1 when the Owner has complied with all of the Owner's obligations; or
 - 14.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 14.2 After this Agreement has ended, Council will, at the Owner's written request and at the Owners cost, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

AQ430467P



Maddocks

Signing Page

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

EXECUTED as an agreement.

Signed for and on behalf of the **Wyndham City Council** pursuant to Instrument of Delegation dated *12 September 2017*

Date *2* / *11* / *2017*

Signed, sealed and delivered for and on behalf of **Trevor Roy Davis, Jeffrey Robert Davis, Joan Margaret Hodge, Marjorie Jean Gough and Heather Elizabeth McNaughton** by their attorney

ROGER BOLLEN

under power of attorney dated *28.11.16*
in the presence of:

Signature of witness

PAUL MELIDEO

Full name of witness (print)

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

AQ430467P

09/11/2017 \$94.60 173



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Mortgagee's Consent

Australia and New Zealand Banking Group Ltd as Mortgagee under instrument of mortgage no. AM746213V 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.

A handwritten signature in black ink, appearing to read 'Gary Harris'.

.....
GARY HARRIS - DIRECTOR

AQ430467P

09/11/2017 \$94.60 173



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Schedule 1

Subject Land title details

Certificate of Title Volume 11410 Folio 218
Certificate of Title Volume 11857 Folio 103
Certificate of Title Volume 11860 Folio 207



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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**

AR061585E

25/05/2018 \$94.60 173



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:AZV:6892484
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 11410 Folio 217, Volume 9767 Folio 468, Volume 11939 Folio 179, Volume 11939 Folio 175, Volume 11939 Folio 176, Volume 11939 Folio 177, Volume 11937 Folio 354, Volume 11857 Folio 104, Volume 11857 Folio 105, Volume 11932 Folio 374.

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, 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

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: Maria V Marshall

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner



Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
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: Wyndham City Council

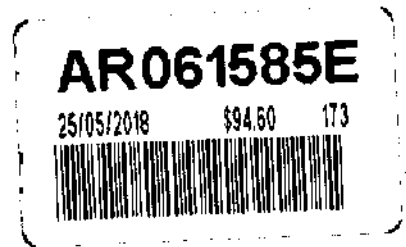
Signer Name: Maria V. Marshall

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: *Maria V. Marshall*

Execution Date: 13 February 2018



Date 24/5/2018

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

Subject Land: 905 Dohertys Road Truganina

Purpose: Works in Kind

City of Wyndham

and

**Trevor Roy Davis
Jeffrey Robert Davis
Joan Margaret Hodge
Marjorie Jean Gough
Heather Elizabeth McNaughton**

AR061585E

25/05/2018 \$94.60 173



Contents

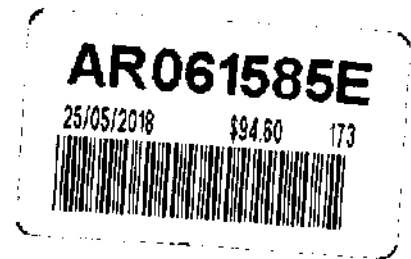
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Agreement under section 173 of the Planning and Environment Act 1987

Dated 24/5/2018

Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	Jeffrey Robert Davis
Address	29 Kurunjang Drive Melton Victoria and Trevor Roy Davis of "Yatama" Derrimut Road, Tarneit and Joan Margaret Hodge of 5 Slattery Street Werribee and Marjorie Jean Gough of "Gometra" Branxholme Victoria and Heather Elizabeth McNaughton of 183 Ralral Avenue Renmark South Australia
Collective 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 the responsible authority and the collecting agency.
- D. The Owner is the registered proprietor of the Subject Land.



- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has asked Council for permission to
 - F.1 carry out certain Infrastructure Projects which are funded by the Development Contributions Plan;
 - F.2 to transfer to or vest in Council the Land Projects.
- G. Council has agreed that the Owner will
 - G.1 carry out the Infrastructure Projects;
 - G.2 transfer to or vest in Council the Land Projects -
 in return for a credit against its development contribution liability under the Development Contributions Plan.
- H. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.5 of this Agreement.

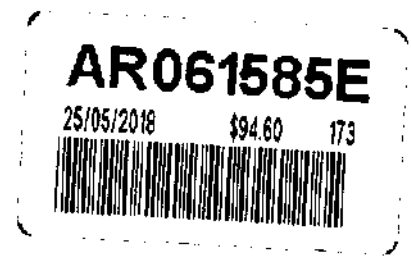
Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 4.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Credit means a credit in the amount of the Specified Value for the relevant Infrastructure Project or the relevant Land Project against the Owner's Development Infrastructure Levy for the Subject Land.

Current Address means:



- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- 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:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 6.5.

Development Agency and Collecting Agency have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

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.

GAIC means the Growth Areas Infrastructure Charge under the Act.

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

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2.

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011 prepared by the Metropolitan Planning Authority

Land Project means a land project described in Schedule 3.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.



Maintenance Period means the period specified in Schedule 6 for each specified category of Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project to Council.

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

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

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.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Specified Value of the Infrastructure Project.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit specified in Schedule 5 as amended from time to time.

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

Provision Trigger means the provision trigger set out in the relevant columns of Schedule 2 or Schedule 3, as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Specified Value of an Infrastructure Project or a Land Project as the case may be means the amount specified in the relevant column of the table in Schedule 2 or Schedule 3 as being:

- the Infrastructure Project Value; or
- the Agreed Land Value -

subject to Indexation.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means the land described in Schedule 5 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

Tribunal means the Victorian Civil and Administrative Tribunal.

2. Interpretation

In this Agreement unless the context admits otherwise:

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



3. 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 Council agrees to the Owner undertaking any Infrastructure Project and any Land Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.2 to record the terms and conditions on which a Land Project will be provided to Council;
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects without requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and the transferring or vesting of the Land Projects as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that:

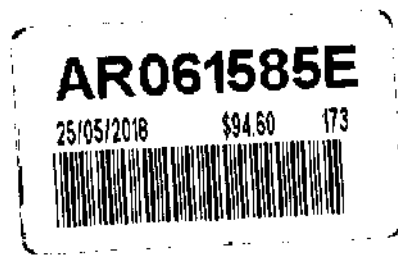
- 5.1 subject to the Owner's entitlement to a Credit, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by a Credit must be paid to Council prior to the issue of the Statement of Compliance for the stage in respect of which a Statement of Compliance is being sought or the last stage of the subdivision of the Subject Land, whichever occurs first.

6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

The Owner must construct the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.5 ;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2;
- 6.1.3 in accordance with any Public Infrastructure Plan or the like endorsed under the Planning Permit; and
- 6.1.4 to the satisfaction of Council in its capacity as the Development Agency.



6.2 Time for completion of Infrastructure Projects

If the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 6.2.1 at its absolute discretion, in writing, extend the timeframe; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 Obligation to complete Infrastructure Projects once commenced

When the Owner commences works associated with an Infrastructure Project, the Owner must complete the infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Specified Value of the Infrastructure Project.

6.4 Specified Value of an Infrastructure Project

The Parties agree that the Specified Value of an Infrastructure Project is a fixed amount subject only to Indexation to the date of the commencement of this Agreement.

6.5 Design of Infrastructure Projects

The Owner agrees that:

- 6.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;
- 6.5.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and
- 6.5.4 prior to awarding any contract for the Infrastructure Projects, the Owner must:
 - (a) submit to Council a copy of the terms and conditions of the contract to be awarded and a copy of the proposed construction program; and
 - (b) enter into any further agreement in connection with access to land owned by Council as may reasonably be required by Council.

6.6 Variation of Approved Plans

The Owner agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

6.7 Construction of Infrastructure Projects

In carrying out the Infrastructure Projects:

- 6.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;

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6.7.2 Council is released from liability to pay and held harmless in respect of any costs beyond the Specified Value of the Infrastructure Project.

7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 7.2.1 accord with the Approved Plans and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 7.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

- 7.3.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction;
- 7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement,



the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

- (a) consent of the owner of land to access such land;
- (b) satisfied any condition of such consent; and
- (c) in place all proper occupational health and safety plans as may be required under any law of the State of Victoria;

7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

- 7.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- 7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 9 whichever is the later.

8. Land Projects

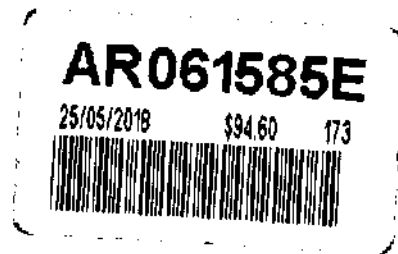
8.1 Transfer or vesting of Land Project

The Owner must transfer to or vest in Council any Land Project:

- 8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;
- 8.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and
- 8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

8.2 Time for transfer or vesting of Land Project

If the Owner does not meet the Provision Trigger for any Land Project, Council may:



8.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or

8.2.2 at its absolute discretion, in writing, extend the timeframe.

8.3 Specified Value for Land Project

The Owner agrees that:

8.3.1 the Specified Value of a Land Project:

- (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces 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 the Land Project; and

8.3.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Specified Value of a Land Project, 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 Land Project.

9. Transfer of Ownership of Infrastructure Project

9.1 Transfer

The ownership of a Land Project and Infrastructure Projects will be transferred to Council upon;

9.1.1 the registration of a plan of subdivision in the case of a Land Project; and

9.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project not also including a Land Project.

9.2 Bank Guarantee

The Owner agrees that:

9.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;

9.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and

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9.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

10. Credit and processing of credits

10.1 Credit

The Parties agree that:

- 10.1.1 the Owner will be entitled to a Credit for the Specified Value of an Infrastructure Project from the commencement of this Agreement;
- 10.1.2 the Owner will be entitled to a Credit for the Specified Value of a Land Project from the commencement of this Agreement;
- 10.1.3 the amount of Credit referred to in Clause 10.1.1 and 10.1.2 represents the cost of part of Projects IN-90-17, RD-90-03 and S-90-04, and the cost of Projects CU-90-02 and IN-90-16 identified in the Development Contributions Plan and specifically identified as the Credit Value in Schedule 2 and Schedule 3 adjusted in accordance with the Development Contributions Plan as at the date of commencement of this Agreement and will not be adjusted further;
- 10.1.4 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted, determined as set out in Clause 10.1.5;
- 10.1.5 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 10.1.6 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) Council must notify the Owner in writing that the Credit has been exhausted;
 - (b) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - (c) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

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11. Localised Infrastructure

The Parties acknowledge and agree that:

- 11.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 11.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

12. Further obligations of the Parties

12.1 Transaction costs

Where the Owner is required to transfer or vest a Land Project, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

12.2 Notice and registration

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

12.3 Further actions

The Owner:

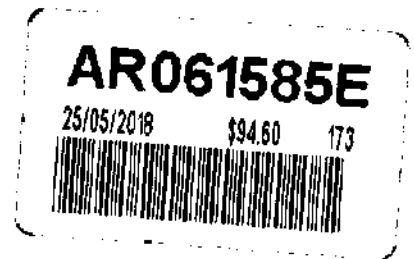
- 12.3.1 must do all things necessary to give effect to this Agreement;
- 12.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 12.3.3 agrees to do all things necessary to 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.

12.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 12.4.1 Plan Checking Fee; or
- 12.4.2 Supervision Fee

as required.



12.5 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:

- 12.5.1 preparing, drafting, finalising, signing, and recording this Agreement;
- 12.5.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 12.5.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

12.6 Interest for overdue money

The Owner agrees that:

- 12.6.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date; and
- 12.6.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

13. Agreement under section 173 of the Act

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

14. 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.

15. Successors in title

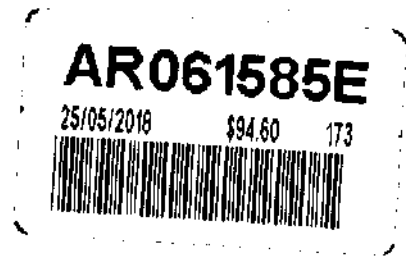
Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 15.1 give effect to this Agreement; and
- 15.2 enter into a deed agreeing to be bound by the terms of this Agreement.

16. General matters

16.1 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:



- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

16.2 No waiver

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

16.3 Severability

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

16.4 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.

16.5 Inspection of documents

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

16.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

16.7 Governing law

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

17. GST

- 17.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 17.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 17.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 17.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.



17.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 17.3.

18. GAIC

18.1 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.

18.2 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from GAIC liability.

19. Commencement of Agreement

This Agreement commences on the date of this Agreement.

20. Ending of Agreement

20.1 This Agreement ends:

20.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

20.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

20.2 Notwithstanding clause 20.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

20.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 20.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

20.4 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

20.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

20.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



Schedule 1

- Wyndham North Development Contributions Plan

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	Project components being delivered under this agreement	Provision Trigger	Infrastructure Project Value	Credit Value
IN-90-17	Construction of an arterial road to connector road signalised intersection at the intersection of Leaks Road/Woods Road (interim treatment). Under the Wyndham North DCP this project is only 75% apportioned to the DCP.	It is intended for 100% of the IN-90-17 intersection as detailed in the Appendices to the Wyndham North DCP to be delivered under this agreement with 75% being funded through the DCP and Credited under this agreement.	Before 31 May 2019	\$2,769,362 This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this Agreement	\$2,077,022 This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this Agreement
RD-90-03	Construction of additional carriageway excluding intersections (interim treatment) on Leakes Road between Forsyth Road to Derrimut Road. Includes relocation of 66Kv electricity line from Forsyth Road to Derrimut Road. Includes conduit for future 66 Kv electricity line.	730m or 29.4% of the RD-90-03 project as detailed in the Wyndham North DCP to be delivered under this agreement or any amendment to the Infrastructure Project description and extent as agreed between the parties.	Before 31 May 2019	\$3,486,823 or 29.4% of the total RD-90-03 value If the extent of the RD90-03 project being delivered under this agreement is amended, \$4,776 per metre for any additional road length These are 1 January 2018 \$ figures subject to Indexation to the date of commencement of this Agreement	\$3,486,823 or 29.4% of the total RD-90-03 value If the extent of the RD90-03 project being delivered under this agreement is amended \$4,776 per metre for any additional road length These are 1 January 2018 \$ figures subject to Indexation to the date of commencement of this Agreement
CU-90-02	Leakes Road crossing of Forsyth Road Drain. Construction of culvert waterway crossings.	100% of the project described in the Wyndham North DCP	Before 31 May 2019	\$1,674,309 This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this Agreement	\$1,674,309 This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this Agreement
IN-90-16	Construction of an arterial to arterial signalised 4 way intersection (interim treatment) at Leakes Road and Morris Road.	100% of the project described in the Wyndham North DCP	Before 31 May 2019	\$5,290,456 This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this Agreement	\$5,290,456 This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this Agreement

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*** If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.**

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173



Schedule 3

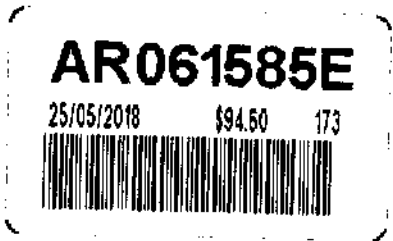
Land Project

DCP Project No.	Description of Land Project*	Land area to be provided under this agreement	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
IN-90-17	Part of Land for construction of Leakes Road/Woods Road Intersection comprising .39ha for intersection (ultimate treatment)	0.1762ha located on Property 90-SW-01 of the Truganina PSP	Prior to a Statement of Compliance issuing for Stage 23 or 31 December 2018, whichever occurs first	Council	Power Gas Water Drainage Telecommunications Sewer	\$117,173 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.	\$117,173 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.
RD-90-03	Part of Land for road widening for construction of additional carriageway excluding intersections (interim treatment) on Leakes Road between Forsyth Road to Derrimut Road. Land area as required to widen road reserve from 20m to 41m (ultimate treatment).	2.5563ha located on Property 90-SW-01 of the Truganina PSP	Prior to a Statement of Compliance issuing for Stage 23 or 31 December 2018, whichever occurs first	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,699,940 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.	\$1,699,940 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.
IN-90-16	Land for the construction of an arterial to arterial signalised 4-way Intersection (interim treatment at Leakes Road and Morris Road comprising 2.39ha.	2.39ha located on Property 90-SW-01 of the Truganina PSP	Prior to a Statement of Compliance issuing for Stage 23 or 31 December 2018, whichever occurs first	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,588,486 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.	\$1,588,486 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.
S-90-04	Part of Land for a Sports reserve in the Truganina PSP area 9.91ha	1.675ha	Prior to a Statement of Compliance issuing for Stage 33 or 30-	Council	Power Gas Water Drainage Telecommunications Sewer	\$2,176,850 This is a 1 July 2017 \$ figure subject to revaluation in accordance	\$2,176,850 This is a 1 July 2017 \$ figure subject to revaluation in accordance



			June 2019, whichever occurs first			with section 4.5 of the Development Contributions Plan to the date of commenceme nt of this Agreement	with section 4.5 of the Development Contributions Plan to the date of commenceme nt of this Agreement
--	--	--	---	--	--	---	---

* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.



Schedule 4

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2(This is a 1 January 2018 \$ figure subject to Indexation to the date of commencement of this agreement).

Schedule 5

- Subject Land – The parcel of land which is known as 905 Truganina Road described in the following titles:
 - Certificate of Title Volume 11410 Folio 217
 - Certificate of Title Volume 9767 Folio 468
 - Certificate of Title Volume 11939 Folio 179
 - Certificate of Title Volume 11939 Folio 175
 - Certificate of Title Volume 11939 Folio 176
 - Certificate of Title Volume 11939 Folio 177
 - Certificate of Title Volume 11937 Folio 354
 - Certificate of Title Volume 11857 Folio 104
 - Certificate of Title Volume 11857 Folio 105
 - Certificate of Title Volume 11932 Folio 374

- Planning Permit No. WYP6216/12.11 issued on 18 November 2014

Schedule 6

Maintenance Period for defined categories of Infrastructure

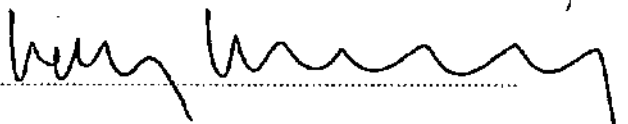
Infrastructure Project Category	Maintenance Period
Culverts and Bridges	1 Year
Roads	1 Year
Intersections	1 Year

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 25/05/2018 \$94.60 173


Signing Page

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

EXECUTED as an agreement.
Signed for and on behalf of the **Wyndham City Council** by its duly authorised delegate.



 Date 24 / 5 / 2018

Signed, sealed and delivered for and on behalf of **Jeffrey Robert Davis** by his attorney

Roger Leyland Bollen (Victorian Operations Manager of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:


 Signature of witness
GONASAGAREN GHETTY
 Full name of witness (print)
211 KLAVERLEY RD, EAST MALVERN
 Address of witness (print) VIC, 3145


 Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.



Signed, sealed and delivered for and on behalf of Trevor Roy Davis by his attorney

Roger Leyland Bollen (Victorian Operations Manager of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:

[Handwritten signature]

Signature of witness

Lisa Wijeneeyake

Full name of witness (print)

[Handwritten signature]

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Address of witness (print)

DENNIS FAMILY CORPORATION
211 Waverley Road
East Malvern Vic 3145
Tel: +61 3 9573 1100

Signed, sealed and delivered for and on behalf of Joan Margaret Hodge by her attorney

Russell William Moubray Hodge

under enduring power of attorney dated 7 December 2009

in the presence of:

[Handwritten signature]

Signature of witness

TIFFANY JADE MCDONNELL

Full name of witness (print)

211 WAVERLEY RD

Address of witness (print)

*EAST MALVERN
VIC 3145*

[Handwritten signature]

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

AR061585E

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Signed, sealed and delivered for and on behalf of Marjorie Jean Gough by her attorney

Roger Leyland Bollen (Victorian Operations Manager of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:

Signature of witness

GONASAGAREN CHETTY

Full name of witness (print)

211 Waverley Rd, East Malvern

Address of witness (print)

VIC, 3145

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Signed, sealed and delivered for and on behalf of Heather Elizabeth McNaughton by her attorney

Roger Leyland Bollen (Victorian Operations Manager of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:

Signature of witness

GONASAGAREN CHETTY

Full name of witness (print)

211 Waverley Rd, East Malvern

Address of witness (print)

VIC, 3145

Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.



Mortgagee's Consent

Australia and New Zealand Banking Group Pty Ltd as Mortgagee under instrument of mortgage no. AM746213V 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.

[Signature]
.....
GARY LAW HARRIS - DIRECTOR

Attorney

[Signature]
WITNESS
DANIEL MAKOWSKI

Mortgagee's Consent

Australia and New Zealand Banking Group Pty Ltd as Mortgagee under instrument of mortgage no. AM746212X 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.

[Signature]
.....
GARY LAW HARRIS - DIRECTOR

Attorney

[Signature]
WITNESS
DANIEL MAKOWSKI



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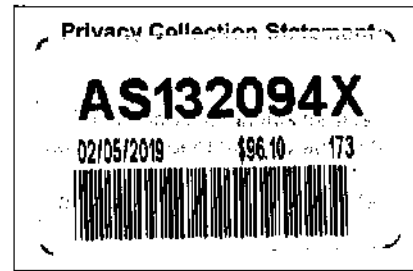
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Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987



Lodged by:
Name: MADDOCKS
Phone: 03 9258 3555
Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS STREET MELBOURNE VIC 3008
Ref: TGM:7585193
Customer Code: 1167E

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

Land: (volume and folio)

WD
~~VOLUME 09767 FOLIO 468, VOLUME 10156 FOLIO 381, VOLUME 11410 FOLIO 217, VOLUME 11410 FOLIO 219, VOLUME 11990 FOLIO 920, VOLUME 11990 FOLIO 922, VOLUME 11989 FOLIO 594, VOLUME 11885 FOLIO 571, VOLUME 11939 FOLIO 175, AND VOLUME 11939 FOLIO 176~~ *12069 / 969*
ADD

Responsible authority: (full name and address, including postcode)

WYNDHAM CITY COUNCIL OF 45 PRINCES HIGHWAY, WERRIBEE, VICTORIA

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us
[7585193: 23994168_1]

**Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987**



Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
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: **WYNDHAM CITY COUNCIL**
 Signer Name: **TERRY MONTEBELLO**
 Signer Organisation: **MADDOCKS**
 Signer Role: **AUSTRALIAN LEGAL PRACTITIONER**

Signature:

A handwritten signature in black ink, written over a horizontal dotted line. The signature is cursive and appears to read "Terry Montebello".

Execution Date: 2 May 2019

TERRENCE MATTHEW GEORGE MONTEBELLO
 727 Collins St, Melbourne 3008
 An Australian legal practitioner
 within the meaning of the Legal
 Profession Uniform Law (Victoria)

35271702A

181PEA

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[7585193; 23994188_1]

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Date 15/4/2019

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

Subject Land: 905 Dohertys Road Truganina Property Numbers 90-SW-02, 90-SW-03 and 90-SW-06

Purpose: WIK Agreement and Land Projects and Clause 53.01 Open Space

City of Wyndham

and

The parties set out in Schedule 8 to this Agreement

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 15 1 4 1 2019

Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	The parties set out in Schedule 8 to this Agreement
Address	
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 the responsible authority and the collecting agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permit contains condition 14 and 57 which requires the Owner to enter into an Agreement under Section 173 of the Planning and Environment Act providing for:
 - F.1 payment of development contributions;
 - F.2 satisfaction of the public open space contributions pursuant to clause 53.01 of the Planning Scheme;
 - F.3 implementation of an approved public infrastructure plan; and
 - F.4 the provision of various works in kind in lieu of payment of development contributions.

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- G. The Owner has asked Council for permission to:
 - G.1 carry out certain Infrastructure Projects which are funded by the Development Contributions Plan;
 - G.2 to transfer to or vest in Council the Land Projects; and
 - G.3 to transfer to or vest in Council the Open Space Land.
- H. Council has agreed that the Owner will:
 - H.1 carry out the Infrastructure Projects;
 - H.2 transfer to or vest in Council the Land Projects; and
 - H.3 transfer to or vest in Council the Open Space Land.

in return for a Credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 53.01 of the Planning Scheme as the case may be.
- I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

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

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.5 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 5.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Commence means substantially commenced beyond the mere commencement of site preparation works.

Completed means practically completed.

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Credit means a credit in the amount of the Infrastructure Project Value or the Agreed Land Value as the case may be against the Owner's Development Infrastructure Levy liability for the Subject Land.

Current Address means:

- for Council, the address shown on page four of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown in schedule 8 of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 6.5.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and Collecting Agency have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

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.

GAIC means the Growth Areas Infrastructure Charge under the Act.

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

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

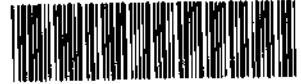
Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2.

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Subdivision in Growth Areas – April 2011' prepared by the Metropolitan Planning Authority (now known as the Victorian Planning Authority)

Land Project means a land project described in Schedule 3.

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Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices together with the associated land. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintenance Period means the period specified in Schedule 7 for each specified category of infrastructure commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

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

Open Space Land means land for public open space land as described in Schedule 4.

Open Space Land Value means the amount specified in Schedule 4 as the Open Space Land Value or an amount determined by applying the methodology set out in Schedule 4 as the case may be.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

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.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit specified in Schedule 6 as amended from time to time.

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

Provision Trigger means the provision trigger set out in the relevant columns of Schedules 2, 3 or 4 as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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



Subject Land means the land described in Schedule 6 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Infrastructure Project Value.

Tribunal means the Victorian Civil and Administrative Tribunal.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purposes of Agreement

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

- 3.1 enable the Owner to satisfy condition 14 of the Planning Permit;
- 3.2 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project and any Land Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 to record the terms and conditions on which a Land Project will be provided to Council;
- 3.4 to record the terms and conditions on which Open Space Land will be provided to Council and the terms and conditions on which an under-provision of Open Space Land in respect of the Subject Land will be dealt with; and

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3.5 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 to enable the Owner to satisfy Condition 14 of the Planning Permit;
- 4.2 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects without requiring this Agreement; and
- 4.3 the Owner has elected to enter into this Agreement in order to procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and the transferring or vesting of the Land Projects as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 subject to the Owner's entitlement to a Credit and the provisions of this Agreement, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by a Credit must be paid to Council prior to the issue of the Statement of Compliance for the stage in respect of which a Statement of Compliance is being sought or the last stage of the subdivision of the Subject Land, whichever occurs first.

6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

The Owner covenants and agrees that the Owner must construct the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.5;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2; and
- 6.1.3 to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of Infrastructure Projects

The Owner covenants and agrees that if the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 6.2.1 at its absolute discretion, extend the timeframe provided it does so in writing; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

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6.3 Obligation to complete Infrastructure Projects once commenced

The Owner covenants and agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

6.4 Infrastructure Project Value

The Owner covenants and agrees that the Infrastructure Project Value is a fixed non-variable amount subject only to Indexation to the date of commencement of this Agreement.

6.5 Design of Infrastructure Projects

The Owner covenants and agrees that:

6.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;

6.5.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;

6.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and

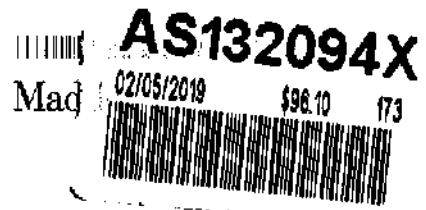
6.5.4 prior to awarding any contract for an Infrastructure Project, the Owner must:

(a) submit to Council for approval a copy of the terms and conditions of the contract to be awarded and a copy of the proposed construction program; and

(b) enter into any further agreement in connection with access to land owned by Council as may reasonably be required by Council.

6.6 Variation of Approved Plans

The Owner covenants and agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.



6.7 Construction of Infrastructure Projects

The Owner covenants and agrees that in carrying out the Infrastructure Projects:

- 6.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects; and
- 6.7.2 Council is hereby released from liability to pay, and held harmless in respect of, any costs or compensation or any amount beyond the Infrastructure Project Value.

7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

The Owner covenants and agrees that in addition to any other requirement in this Agreement, all work for an Infrastructure Project must:

- 7.2.1 accord with the Designs and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Designs;
- 7.2.4 not encroach upon any land other than the land shown in the Designs; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

- 7.3.1 upon the completion of works associated with an Infrastructure Project, but prior to the issue of Certificate of Practical Completion the Owner must notify Council and any other relevant authority;
- 7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project;

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- 7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed by a further agreement to its satisfaction;
- 7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of an Infrastructure Project, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - (a) the consent of the owner of land to access such land; and
 - (b) satisfied any condition of such consent;
- 7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

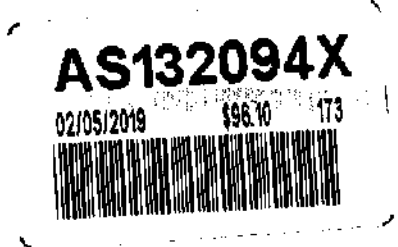
- 7.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- 7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 10 whichever is the later.

8. Land Projects

8.1 Transfer or vesting of Land Project

The Owner covenants and agrees to transfer or vest in Council any Land Project:

- 8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;
- 8.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and
- 8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.



8.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

- 8.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or
- 8.2.2 at its absolute discretion, in writing, extend the timeframe.

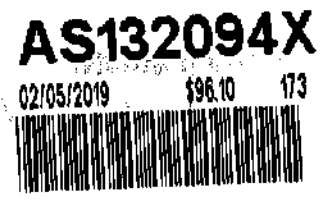
8.3 Environmental Assessment

- 8.3.1 The Owner covenants and agrees that prior to transferring to or vesting a land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.
- 8.3.2 Council acknowledges that the Owner has, in the process of obtaining the Permit, provided an environmental assessment that is suitable for the purposes of clause 8.3.1 subject to the Owner providing written advice, within one month prior to transferring or vesting the Land Project to or in Council, that that advice remains current.

8.4 Agreed Land Value

The Owner acknowledges and agrees that:

- 8.4.1 the Agreed Land Value:
 - (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces 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 the Land Project; and
- 8.4.2 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, no other compensation is to be paid to the Owner 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 Land Project.



9. Public Open Space

9.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes the Open Space Land:

- 9.1.1 in accordance with the relevant Provision Trigger set out in Schedule 4 of the Open Space Land unless a different date is approved by Council in writing;
- 9.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 9.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and
- 9.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

9.2 Value of Open Space Land

The Owner agrees that:

- 9.2.1 the Open Space Land Value:
 - (a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4 as the case may be;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces 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 the Open Space Land; and
- 9.2.2 upon
 - (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council or payment of open space contribution in satisfaction of the whole or part of its open space contribution liabilities under clause 53.01 of the Planning Scheme; or
 - (b) payment being made to the Owner in accordance with this Agreement –

no compensation or further compensation is to be paid 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 Open Space Land.

9.3 Under-provision

The Parties agree that:

- 9.3.1 as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is less than the total public open space contributions that the Owner is required to make under clause 53.01 of the Planning Scheme in respect of the Subject Land, the Owner must provide the under-provision by way of a

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monetary payment to Council so as to bring the total land and monetary contribution up to the amount specified in clause 53.01 of the Planning Scheme in respect of the Subject Land or any stage of the Subject Land as the case may be; and

9.3.2 as a monetary payment is due to be paid to Council, the monetary contribution for under-provision must be paid before the issue of the Statement of Compliance for the last stage of the development of the Subject Land.

9.4 Environmental Assessment

9.4.1 The Owner covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

9.4.2 Council acknowledges that the Owner has, in the process of obtaining the Permit, provided an environmental assessment that is suitable for the purposes of clause 9.4.1 subject to the Owner providing written advice, within one month prior to transferring or vesting the Land Project to or in Council, that that advice remains current.

10. Transfer of Ownership

10.1 Transfer

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

10.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land; and

10.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project.

10.2 Bank Guarantee

The Owner agrees that:

10.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;

10.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and

10.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

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11. Credit and processing of credits

11.1 Credit

The Parties agree that:

- 11.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;
- 11.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 11.1.3 the amount of Credit identified in Clause 11.1.1 and 11.1.2 is the estimated cost of the relevant Infrastructure Project or Land Project as the case may be as set out in the Development Contributions Plan Indexed in accordance with the Development Contributions Plan up to the date of commencement of this Agreement and will not be adjusted further;
- 11.1.4 Council agrees that the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;
- 11.1.5 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
 - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 11.1.6 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
 - (a) Council must notify the Owner in writing that the Credit has been exhausted;
 - (b) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the available Credit prior to the issue of a Statement of Compliance; and
 - (c) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

11.2 Rollover of Credit and Equalisation Payment

The Parties agree that, if at the completion of the development of the Subject Land the Owner is still entitled to a Credit the Parties agree:

- 11.2.1 Council may, apply such Credit towards the monetary component of any Development Infrastructure Levy for any other parcel of land which is covered by the Development Contributions Plan and owned by the Owner; and
- 11.2.2 if a Credit is to be applied to any other land parcel under clause 11.2.1, the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement containing substantially the same terms as this Agreement, save that it:
 - (a) applies to the certificate of title of that other land; and

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(b) includes the Infrastructure Projects that remain to be completed by the Owner on that Land.

12. Localised Infrastructure

The Parties acknowledge and agree that:

- 12.1 this Agreement relates only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 12.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

13. Further obligations of the Parties

13.1 Transaction costs

The Owner covenants and agrees that where the Owner is required to transfer or vest a Land Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

13.2 Notice and registration

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

13.3 Further actions

The Owner covenants and agrees that the Owner:

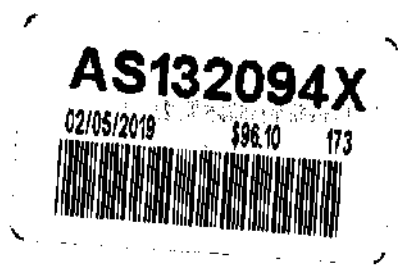
- 13.3.1 must do all things necessary to give effect to this Agreement;
- 13.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 13.3.3 agrees to do all things necessary to 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.

13.4 Fees

The Owner covenants and agrees that within 14 days of a written request in the form of a tax invoice for payment, the Owner must pay to Council any:

- 13.4.1 Plan Checking Fee;
- 13.4.2 Supervision Fee;

as required.



13.5 Council's costs to be paid

The Owner covenants and agrees that the Owner must pay to Council within 14 days after a written request in the form of a tax invoice for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 13.5.1 preparing, drafting, finalising, signing, and recording this Agreement;
- 13.5.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 13.5.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

13.6 Time for determining satisfaction

If Council makes a request for payment of:

- 13.6.1 a fee under clause 13.4, or
- 13.6.2 any costs or expenses under clause 13.5

The Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

13.7 Interest for overdue money

The Owner agrees that:

- 13.7.1 the Owner must pay to Council interest in accordance with section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 13.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

14. Agreement under section 173 of the Act

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

15. Owner's warranties

15.1 The Owner warrants that apart from the Owner and Leakes Pty Ltd ACN 109 665 572 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.

15.2 The Owner warrants that:

- 15.2.1 the Land Project is free of contamination of any kind; and
- 15.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used with no risk to the public.

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16. Successors in title

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 16.1 give effect to this Agreement; and
- 16.2 enter into a deed agreeing to be bound by the terms of this Agreement.

17. General matters

17.1 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:

- 17.1.1 personally on the other Party;
- 17.1.2 by leaving it at the other Party's Current Address;
- 17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 17.1.4 by email to the other Party's Current Email.

17.2 No waiver

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

17.3 Severability

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

17.4 No fettering of Council's powers

The Owner acknowledges agrees that 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.


17.5 Inspection of documents

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

17.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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17.7 Governing law

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

18. GST

- 18.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 18.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 18.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 18.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 18.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 18.3.

19. GAIC

- 19.1 The Owner acknowledges and agrees that 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.
- 19.2 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from GAIC liability.

20. Foreign resident capital gains withholding

20.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Clwth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

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Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

20.2 Foreign resident status of Owner

The Owner is taken to be foreign resident under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project is transferred to or vested in Council.

20.3 Excluded transaction

20.3.1 Clause 20.5 does not apply if:

- (a) the transfer or vesting of the Land Project is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project is an Excluded Transaction no later than 10 Business Days before the Land Project as the case may be is transferred to or vested in Council's ownership.

20.3.2 Without limiting clause 20.3.1, the transfer or vesting of a Land is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000.

20.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project, then Council will adjust the withholding amount (as specified in clause 20.5 below) in accordance with the Variation Notice.

20.5 Withholding

20.5.1 This clause 20.5 applies if the Owner is taken to be foreign residents under clause 20.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project is an Excluded Transaction under clause 20.3.

20.5.2 Subject to clauses 20.5.3 and 20.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 20.4,

(withholding amount).

20.5.3 Subject to clause 20.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4 -

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upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

20.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Agreed Land Valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

20.6 Council to remit withholding amount

20.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 20.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

20.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner is reduced to the extent that a withholding amount is deducted from the Consideration under clause 20.5.

20.8 Owner to co-operate

20.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 20.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and

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- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

20.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

20.9 Owner's Warranty

The Owner warrants that the information provided to Council under this clause 20 is true and correct.

20.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 20.

21. Commencement of Agreement

This Agreement commences on the date of this Agreement.

22. Amendment of Agreement

22.1 This Agreement may be amended in accordance with the Act.

22.2 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.

23. Ending of Agreement

23.1 This Agreement ends:

23.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

23.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

23.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

23.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

23.4 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

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

- 23.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

24. Consent under condition 13(l) of the Planning Permit WYP6744/13.06

- 24.1 Council agrees that for the purposes of condition 13(l) of Planning Permit WYP6744/13.06, Council consents to the construction and issue of a statement of compliance for plans of subdivision incorporating 250 residential lots under the Planning Permit prior to the issue of a statement of practical completion in respect of the construction of the Morris Road bridge over the regional rail link.

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Schedule 1

Wyndham North Development Contributions Plan

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	Provision Trigger	Infrastructure Project Value	Credit
Part of RD-90-02	Part of Construction of Morris Road from Boundary Road to Leakes Road as per the Infrastructure Project description in the DCP. Part of the RD-90-02 from IN-90-10 to BR-90-04 as detailed in the Wyndham North DCP to be delivered under this agreement.	Prior to a Statement of Compliance issuing for Stage 44 or 31 August 2020 whichever occurs first.	\$1,841,997.00 calculated as follows: 32.11 % of the value of DCP Project RD-90-02 \$5,736,522 which is equal to \$1,841,997.00	\$1,841,997.00 This is a 1 January 2019 \$ figure subject to Indexation to the date of commencement of this Agreement.
Part of IN-90-10	Construction of Part of intersection IN-90-10 Dohertys Road with Morris Roads per the Infrastructure Project description in the DCP. Balance of 77.38% of IN-90-10 being delivered by developer on north side of Dohertys Road.	Prior to a Statement of Compliance issuing for Stage 42 or 31 January 2020 whichever occurs first.	\$1,530,749.00 calculated as follows: 22.62% of the value of DCP Project IN-90-10 \$6,767,238 This is a 1 January 2019 \$ figure subject to Indexation to the date of commencement of this Agreement.	\$1,530,749.00 This is a 1 January 2019 \$ figure subject to Indexation to the date of commencement of this Agreement.



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IN-90-13	Construction of intersection of Morris Road and the east west local access road level 2 as per the Infrastructure Project description in the DCP	Prior to a Statement of Compliance issuing for Stage 44 or 31 August 2020 whichever occurs first.	\$1,929,601 This is a 1 January 2019 \$ figure subject to indexation to the date of commencement of this Agreement.	\$1,929,601 This is a 1 January 2019 \$ figure subject to indexation to the date of commencement of this Agreement.
IN-90-14	Construction of intersection between Morris Road and the East West Connector as per the Infrastructure Project description in the DCP.	Prior to a Statement of Compliance issuing for Stage 48 or 31 October 2021 whichever occurs first.	\$3,529,335 This is a 1 January 2019 \$ figure subject to indexation to the date of commencement of this Agreement.	\$3,529,335 This is a 1 January 2019 \$ figure subject to indexation to the date of commencement of this Agreement.
BR-90-07	Skeleton Creek shared path connection under the Regional Rail Link (east and west sides)	Prior to a Statement of Compliance issuing for Stage 60 or 30 June 2022 whichever occurs first.	\$23,608 This is a 1 January 2019 \$ figure subject to indexation to the date of commencement of this Agreement.	\$23,608 This is a 1 January 2019 \$ figure subject to indexation to the date of commencement of this Agreement.

* If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.

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Schedule 3

Land Project

DCP Project No.	Description of Land Project*	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit
Part of RD-90-02	Morris Road from Boundary Road to Leakes Road comprising two parcels of .9445 ha and .4291 ha.. Part of the RD-90-02 from IN-90-10 to BR-90-04 as detailed in the Wyndham North DCP to be delivered under this agreement.	Prior to a Statement of Compliance issuing for Stage 44 or 31 August 2020 whichever occurs first.	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,650,000 per ha x .9445 ha = \$1,558,425 \$1,650,000 per ha x .4291 ha = \$708,015 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$2,266,440 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.
Part of IN-90-10	Part of Land for Intersection of Dohertys Road and Morris Road as per the Infrastructure Land Project description in the DCP	Prior to a Statement of Compliance issuing for Stage 42 or 31 January 2020 whichever occurs first.	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,650,000 per ha x .6292 ha = \$1,038,180 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$1,038,180 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.
IN-90-11	Land for Intersection of Dohertys Road and Woods Road as per the Infrastructure Land Project description in the DCP	Prior to a Statement of Compliance issuing for Stage 48 or 31 October 2021 whichever occurs first.	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,650,000 per ha x .0023 ha = \$3,795 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$3,795 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.


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					commencement of this Agreement.	commencement of this Agreement.
IN-90-13	Land for intersection of Morris Road and the East -West Local Access Road Level 2 comprising two parcels of .1602 ha and .4517 ha	Prior to a Statement of Compliance issuing for Stage 44 or 31 August 2020 whichever occurs first.	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,650,000 per ha x .1602 ha = \$264,330 \$1,650,000 per ha x .4517 ha = \$745,305 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$1,009,635 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.
IN-90-14	Land for intersection of Morris Road and East West Connector Road comprising 2 parcels of .632 ha and .3549 ha.	Prior to a Statement of Compliance issuing for Stage 48 or 31 October 2021 whichever occurs first.	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,700,000 per ha x .632 ha = \$1,074,400 \$1,650,000 per ha x .3549 ha = \$585,585 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$1,659,985 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.
S 90-03	Land for Sports Reserve comprising 2 parcels of 0.8642 ha and 11.6098 ha	Prior to a Statement of Compliance issuing for Stage 60 or 30 May 2022 whichever occurs first.	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,700,000 per ha x 11.6098 ha = \$19,736,660 \$1,650,000 per ha x 0.8642 ha = \$1,425,930 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$21,162,590 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.

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BR-90-04	Land for Morris Road over Regional Rail Link comprising 1.0097 ha	Land has been transferred to Council prior to the commencement of this agreement	Council	Power Gas Water Drainage Telecommunications Sewer	\$665,000 per ha x 1.0097 ha = \$671,451 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.	\$671,451 This is a 1 July 2016 \$ figure and is a fixed amount as at 24 October 2016 the date when the land was transferred to Council.
BR-90-04	Land for Morris Road over Regional Rail Link comprising .7119 ha	Prior to 4 October 2021 or such other Provision Trigger agreed by the Parties	Council	Power Gas Water Drainage Telecommunications Sewer	\$1,700,000 per ha x .7119 ha = \$1,210,230 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.	\$1,210,230 This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this Agreement.

* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.

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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Stage Area (in hectares)#	Open Space Contribution that the Owner is required to make under clause 53.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
P SE-01 P SE-02 P SW-05 P SW-06 P SW-03 P SW-04	The land identified as unencumbered public open space in the Endorsed Plans.	Upon the issue of a Statement of Compliance for the stage within which the public open space is located in the Endorsed Plans	Wyndham City Council	All services including Power Gas. Water Drainage outfall. Telecommunications Sewer	4.334 hectares	3.00% or 4.353 hectares based on an Net Developable Area of 145.10 hectares for Property 90-SW-01, 90-SW-02, 90-SW-03, and 90-SW-06	4.334 hectares or 2.99% of the Net Developable Area as shown in the Truganina PSP 0.019 hectares 0.01% under provision of passive open space	The Agreed Open Space Land Value is in accordance with the relevant site value
Under provision (in hectare)	0.019 hectares to be provided as a cash contribution in accordance with this Agreement				0.019 hectares under provision	3.00% or 4.353 hectares based on an Net Developable Area of 145.10 hectares for Property 90-SW-01, 90-SW-02, 90-SW-03, and 90-SW-06	4.334 hectares or 2.99% of the Net Developable Area as shown in the Truganina PSP 0.019 hectares 0.01% under provision of passive open space	\$71,930 Value as at 1 July 2018 Under provision Property 90-SW-01 0.1737 hectares x \$1,700,000 = \$295,290 Property 90-SW-02 0.7926 hectares x \$1,750,000 = \$1,387,050 Property 90-SW-03 0.3304 hectares x \$1,700,000 = \$561,680



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										<p>Offset by Over Provision</p> <p>Property 90-SW-08 1.2777 hectares x \$1,700,000 = \$2,172,090</p> <p>The methodology above is for determining the Open Space Value by the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 53.01 land revaluations for Property 90-SW-01, 90-SW-02, 90-SW-03, and 90-SW-06 of the Truganina Precinct Structure Plan at the time of payment.</p>
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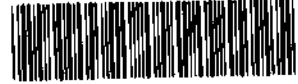
* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.
 # The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 53.01 of the Planning Scheme.

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Schedule 5

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2

Schedule 6

- Subject Land – 905 Dohertys Road Truganina

Northern

- Certificate of title Volume 09767 Folio 468
- Certificate of title Volume 10156 Folio 381
- Certificate of title Volume 11410 Folio 217
- Certificate of title Volume 11410 Folio 219

Southern

- Certificate of title Volume 11990 Folio 920
- Certificate of title Volume 11990 Folio 922
- Certificate of title Volume 11989 Folio 594
- Certificate of title Volume 11885 Folio 571
- Certificate of title Volume 11939 Folio 175
- Certificate of title Volume 11939 Folio 176

- Planning Permit No. WYP6744/13.06 issued on 18 November 2014
- Planning Permit No. WYP9734/16 issued on 23 April 2018

Schedule 7

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
Roads	1 year from the date of practical completion
Intersections	1 year from the date of practical completion
Open Space	1 year from the date of practical completion
Culverts	1 year from the date of practical completion

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Schedule 8

Owners

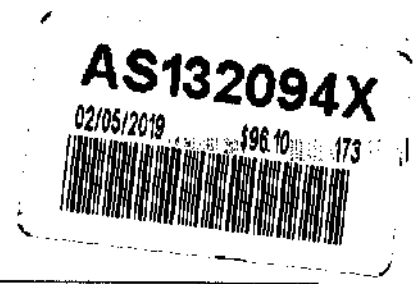
Owner	Certificate of Title	Address
Joan Margaret Hodge and Marjorie Jean Gough and Heather Elizabeth McNaughton	Volume 12069 Folio 969	5 Slattery Street Werribee Gometra Branxholme Vic 183 Ralral Ave Renmark South Australia
Jeffrey Robert Davis		13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC
Trevor Roy Davis		"Yatama", Derrimut Road, Tarneit VIC 3029
Jeffrey Robert Davis Trevor Roy Davis	Volume 11410 Folio 217	13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC
Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common		5 Slattery Street Werribee Gometra Branxholme Vic 183 Ralral Ave Renmark SA
Jeffrey Robert Davis Trevor Roy Davis	Volume 11410 Folio 219	13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC
Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common		5 Slattery Street Werribee Gometra Branxholme Vic 183 Ralral Ave Renmark SA
Jeffrey Robert Davis Trevor Roy Davis	Volume 11990 Folio 920	13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC
Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common		5 Slattery Street Werribee Gometra Branxholme Vic 183 Ralral Ave Renmark SA
Jeffrey Robert Davis Trevor Roy Davis	Volume 11990 Folio 922	13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC
Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common		5 Slattery Street Werribee Gometra Branxholme Vic 183 Ralral Ave Renmark SA
Jeffrey Robert Davis Trevor Roy Davis	Volume 11989 Folio 594	13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC
Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common		5 Slattery Street Werribee Gometra Branxholme Vic 183 Ralral Ave Renmark SA

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<p>Jeffrey Robert Davis Trevor Roy Davis</p> <p>Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common</p>	<p>Volume 11885 Folio 571</p>	<p>13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC 5 Slattery Street Werribee Gometra Branxholme Vic 183 Rairal Ave Renmark SA</p>
<p>Jeffrey Robert Davis Trevor Roy Davis</p> <p>Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common</p>	<p>Volume 11939 Folio 175</p>	<p>13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC 5 Slattery Street Werribee Gometra Branxholme Vic 183 Rairal Ave Renmark SA</p>
<p>Jeffrey Robert Davis Trevor Roy Davis</p> <p>Joan Margaret Hodge Marjorie Jean Gough Heather Elizabeth McNaughton as tenant in common</p>	<p>Volume 11939 Folio 176</p>	<p>13 Rosedale Court, West Melton VIC Springfields' 450 Ballan-Greendale Road, Ballan VIC 5 Slattery Street Werribee Gometra Branxholme Vic 183 Rairal Ave Renmark SA</p>



Signing Page

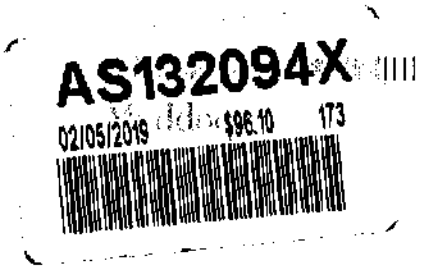
Signed, sealed and delivered as a deed by the Parties.

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

EXECUTED as a Deed
Signed for and on behalf of the **Wyndham
City Council** by its duly authorised
delegate.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be the name 'Ken' followed by a large, circular flourish.

Date 15th 4 / 2019



Signed, sealed and delivered for and on behalf of Jeffrey Robert Davis by his attorney

Peter Jack Farrell (General Manager – Residential Development of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:

[Signature]
Signature of witness

Paul Melideo
Full name of witness (print)

211 Waverley Rd East Malvern 314
Address of witness (print)

[Signature]
Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

Signed, sealed and delivered for and on behalf of Trevor Roy Davis by his attorney

Peter Jack Farrell (General Manager – Residential Development of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:

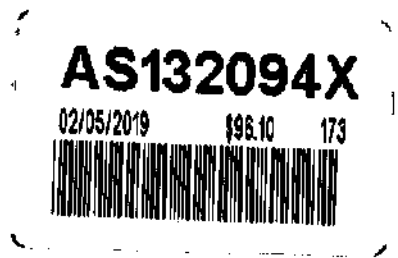
[Signature]
Signature of witness

Paul Melideo
Full name of witness (print)

211 Waverley Rd East Malvern 3145
Address of witness (print)

[Signature]
Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

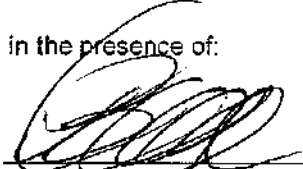


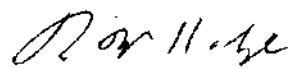
Signed, sealed and delivered for and on behalf of Joan Margaret Hodge by her attorney

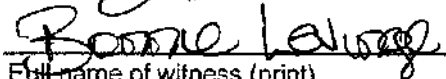
Russell William Moubray Hodge

under enduring power of attorney dated 7 December 2009

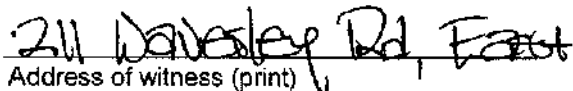
in the presence of:


Signature of witness


Signature of attorney


Full name of witness (print)

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.


Address of witness (print)

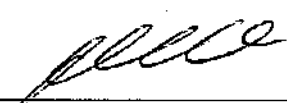
Malvern


Signed, sealed and delivered for and on behalf of Marjorie Jean Gough by her attorney

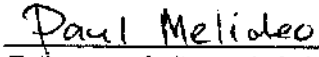
Peter Jack Farrell (General Manager - Residential Development of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

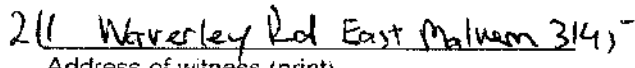
in the presence of:

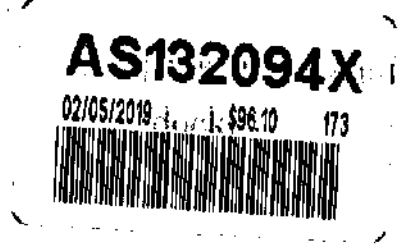

Signature of witness


Signature of attorney


Full name of witness (print)

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.


Address of witness (print)



Signed, sealed and delivered for and on behalf of Heather Elizabeth McNaughton by her attorney

Peter Jack Farrell (General Manager - Residential Development of DFC (Services) Pty Ltd ACN 089 081 667)

under power of attorney dated 28 November 2016

in the presence of:

[Handwritten Signature]
Signature of witness

[Handwritten Signature]
Signature of attorney

Paul Melideo
Full name of witness (print)

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

211 Waverley Rd East Malvern 3145
Address of witness (print)

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Mortgagee's Consent

Australia and New Zealand Banking Group Pty Ltd as Mortgagee under instruments of mortgage no's AM746212X, AM746213V, AM746211A, 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.



Greg Ian Morris
DIRECTOR UNDER POWER OF ATTORNEY
DATED 17/4/2018

Witness: DANIEL MAKOWSKI



From www.planning.vic.gov.au at 14 December 2021 10:18 AM

PROPERTY DETAILS

Address: **9 LAWFORD STREET TRUGANINA 3029**
 Lot and Plan Number: **Lot AS PS810131**
 Standard Parcel Identifier (SPI): **AS\PS810131**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **260499**
 Planning Scheme: **Wyndham**
 Directory Reference: **Melway 360 B12**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **City West Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **TARNEIT**

OTHER

Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Note

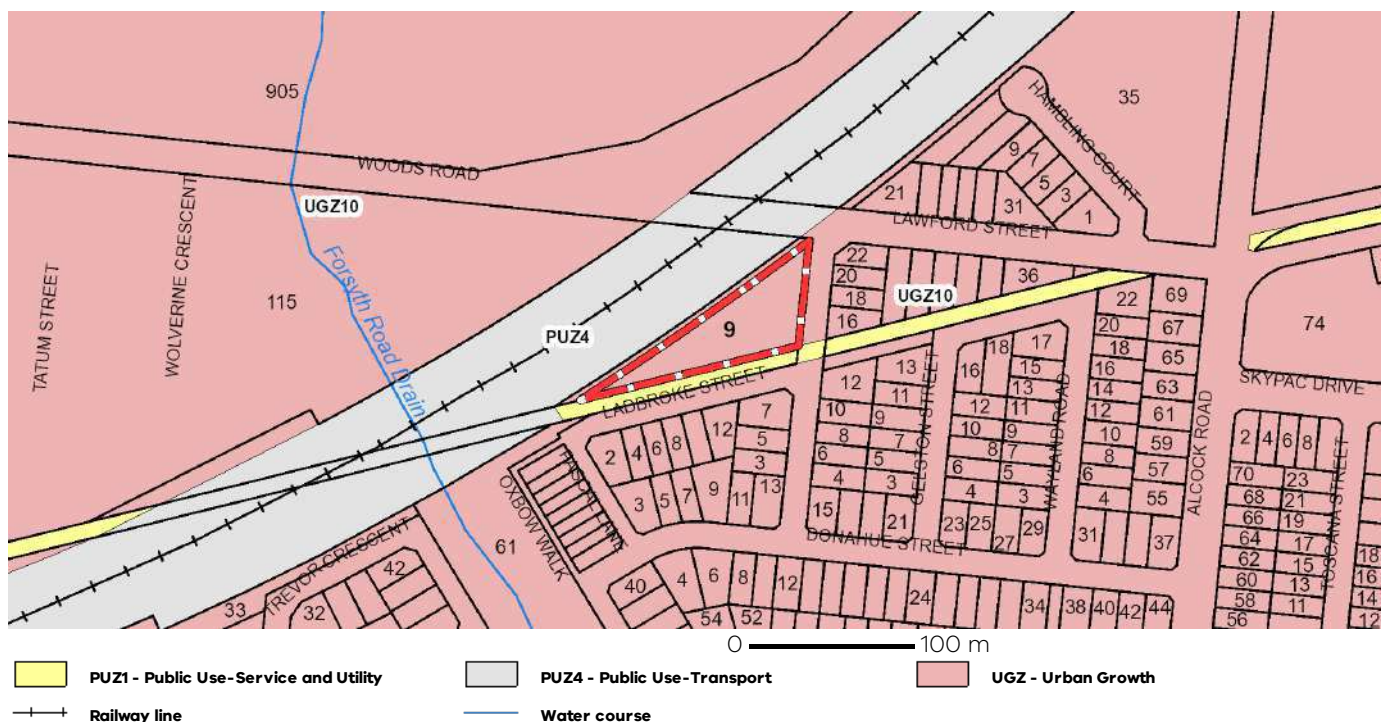
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 10 \(UGZ10\)](#)



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

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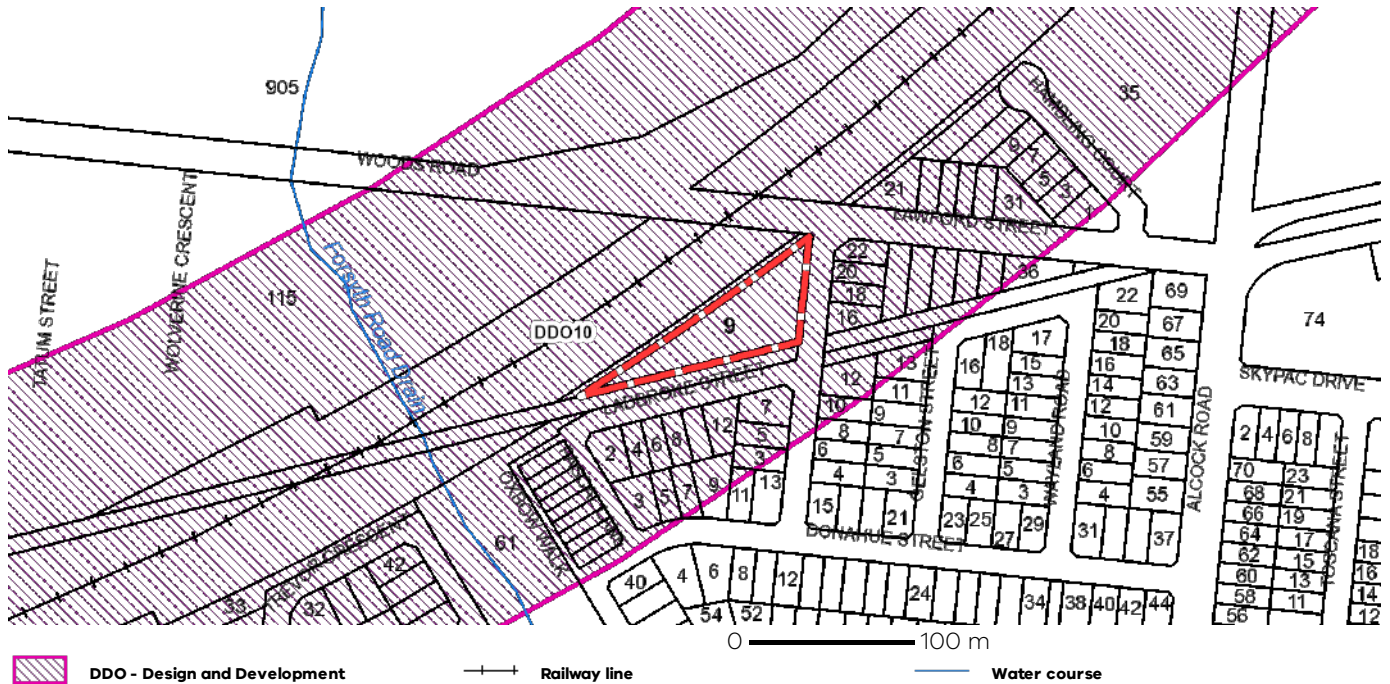
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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

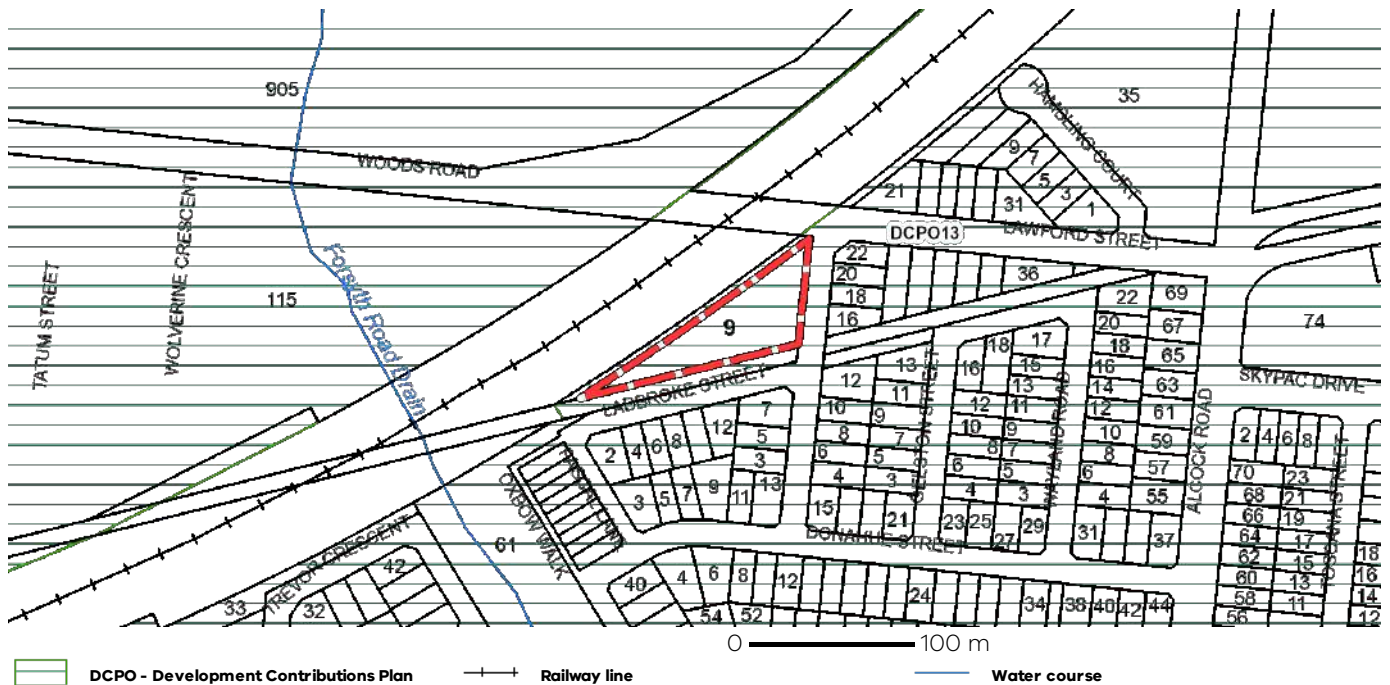
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

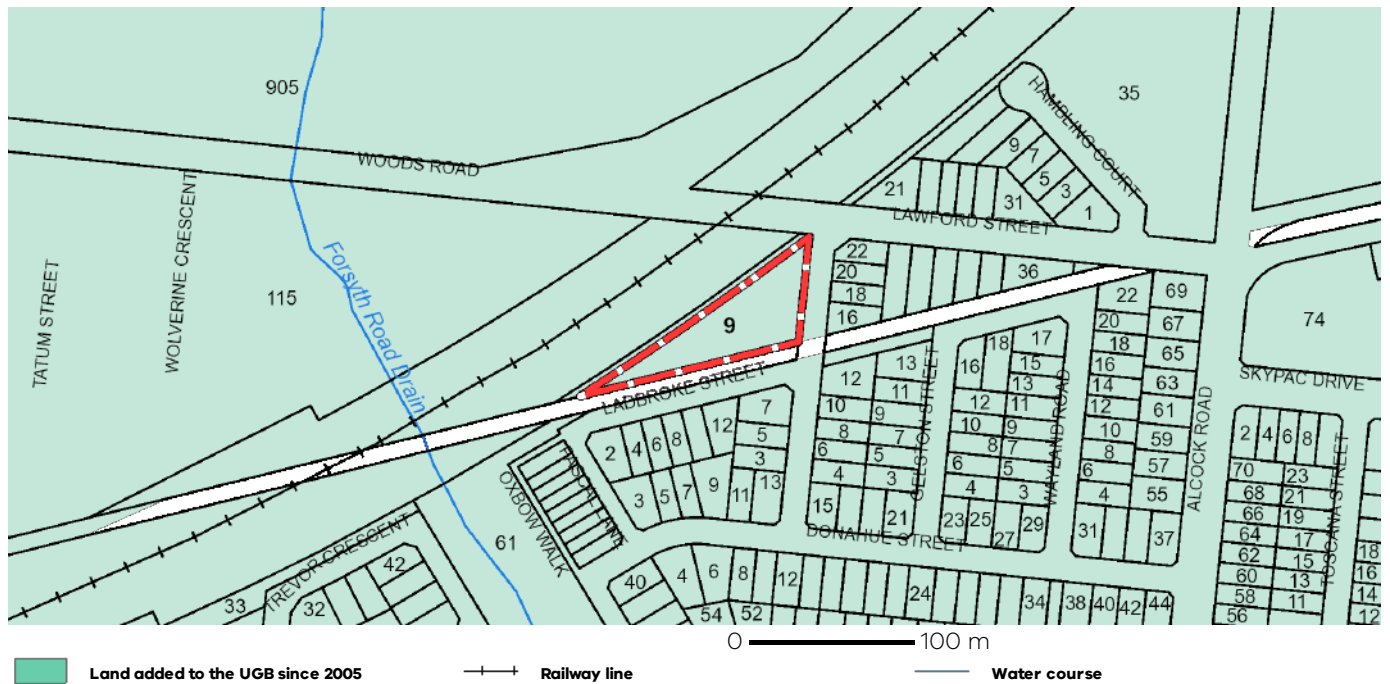
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 (DCPO13)



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

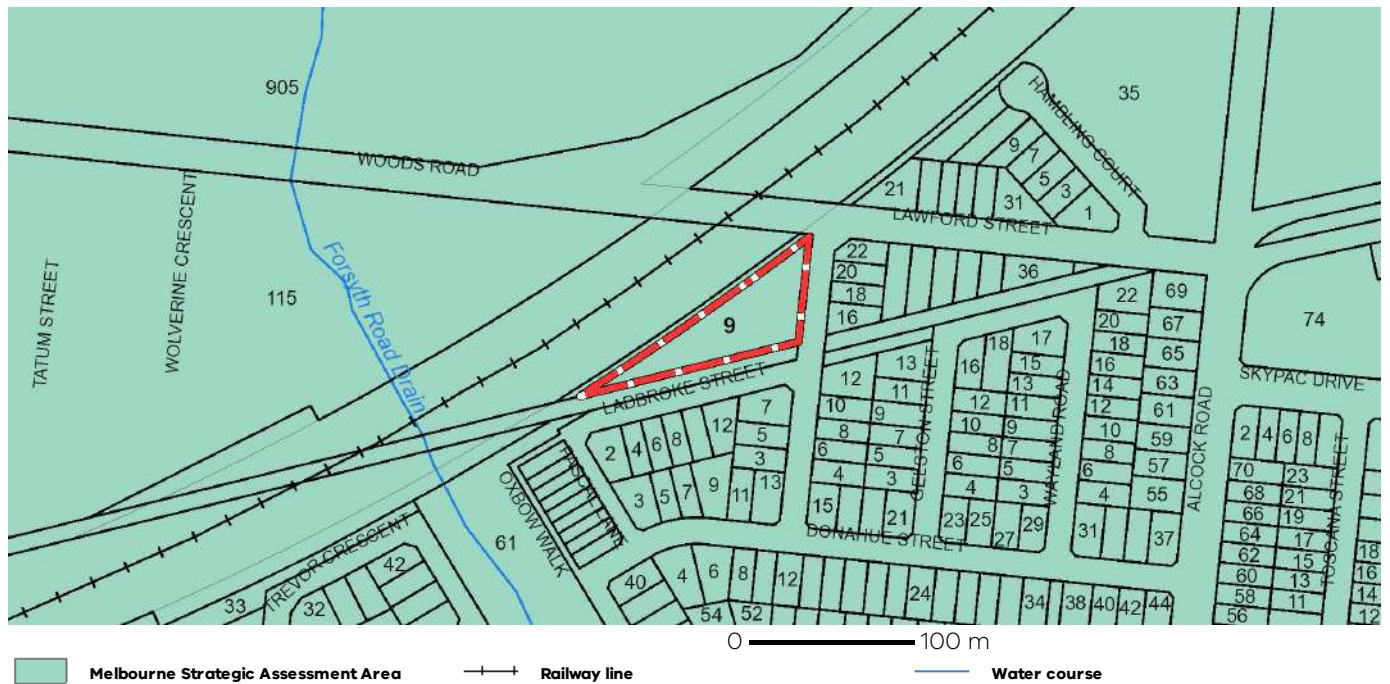
Growth Area Infrastructure Contribution

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](http://www.vpa.vic.gov.au)



Melbourne Strategic Assessment

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



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

Further Planning Information

Planning scheme data last updated on 9 December 2021.

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

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

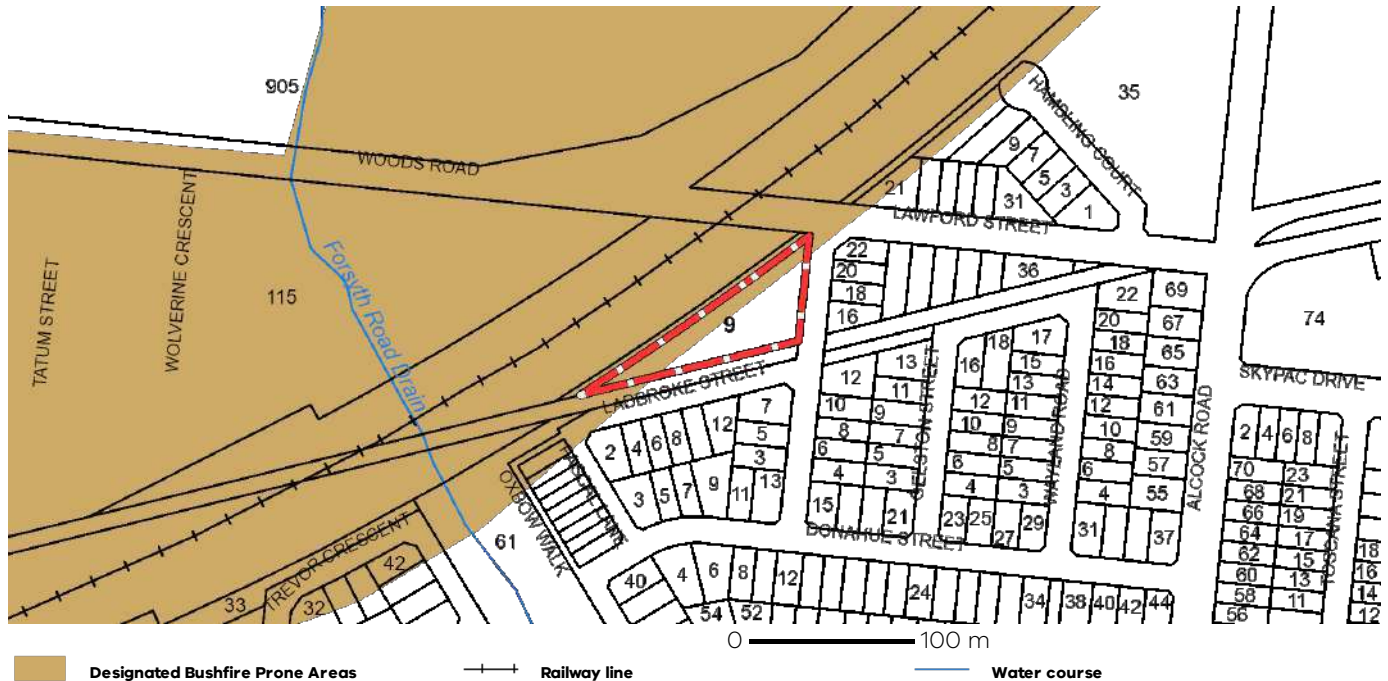
For details of surrounding properties, use this service to get the Reports for properties of interest.

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



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

783718

APPLICANT'S NAME & ADDRESS

**DOUROS JACKSON LAWYERS C/- INFOTRACK
(ACTIONSTEP) C/- LANDATA**

MELBOURNE

VENDOR

**DOHERTYS ROAD DEVELOPMENTS
PTY LTD**

PURCHASER

N/A, N/A

REFERENCE

356368

This certificate is issued for:

LOT AS PLAN PS810131 ALSO KNOWN AS 905 DOHERTYS ROAD TRUGANINA
WYNDHAM CITY

The land is covered by the:

WYNDHAM PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 10
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@victorianlrs.com.au

08 October 2021

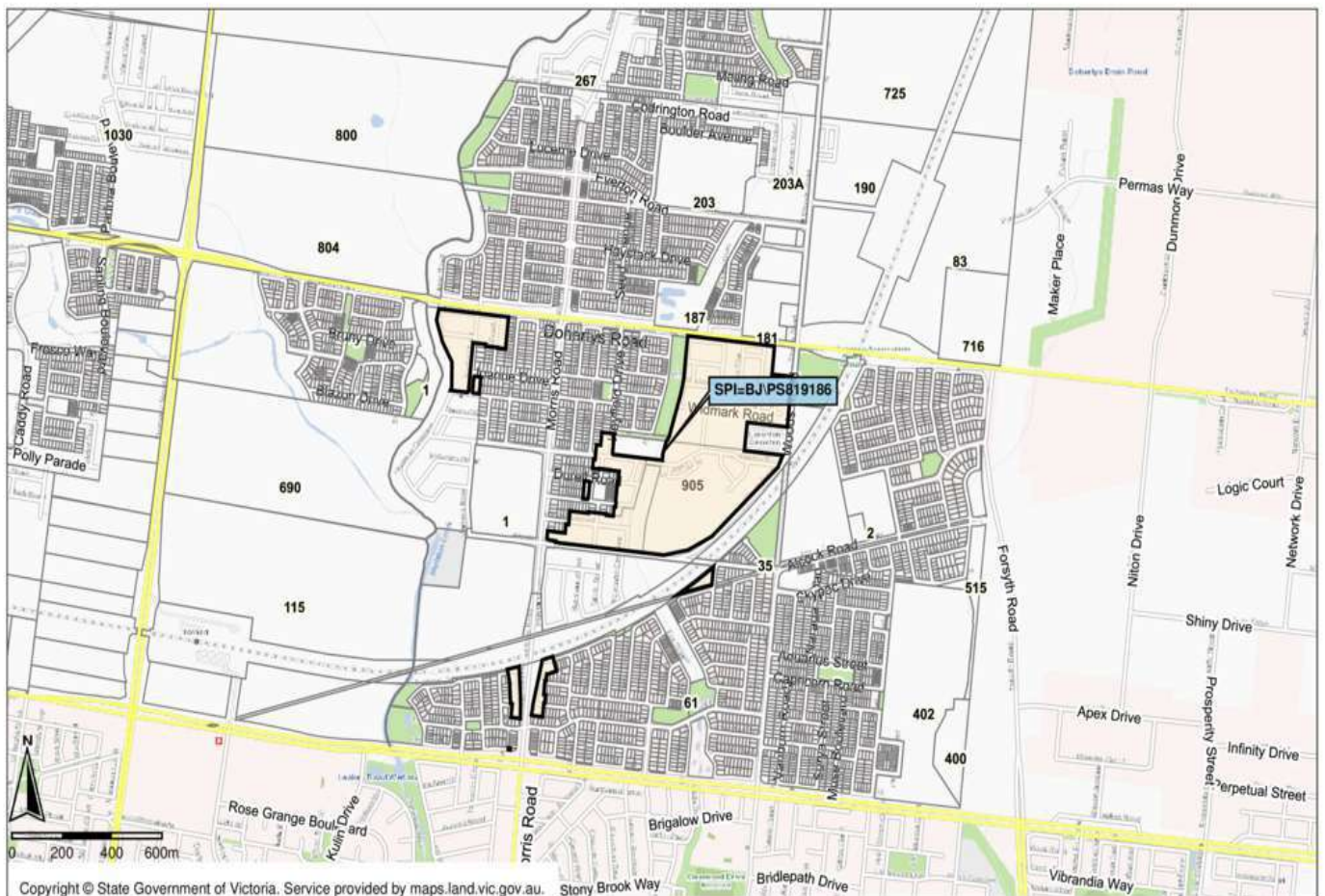
Hon. Richard Wynne MP
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@victorianlrs.com.au

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Facsimile
Email

(03) 9742 0777
(03) 9741 6237
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 356368

Our Ref: wLIC10119/21

Date: 11/10/2021

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2022
Assessment No: 120769
Certificate No: wLIC10119/21
All Enquiries and Updates to 03 9742 0777



Property Description: V 11853 F 233 L A PS 732554 Truganina Parish V 11885 F 571 L AG PS
739566 Truganina Parish V 11989 F 594 L AQ PS 747835 Truganina Parish
and 10 more
AVPCC Code: 102 - Vacant Englobo Residential Subdivisional Land
Property Situated: 905 Dohertys Road
TRUGANINA VIC 3029

Site Value	\$47300000	CIV	\$47300000	NAV	\$2365000
------------	------------	-----	------------	-----	-----------

The level of valuation is 01/01/2021.
The Date Valuation was adopted for rating purposes is 01/10/2021.

Total Arrears		\$924.30
Current Year's Rates		
Englobo Land Rates		\$207318.82
Municipal Charge		\$63.10
Fire Services Levy		\$2920.11
Current Rates Levied	\$210302.03	
Interest		\$23.10
Balance Outstanding		\$211249.43

TOTAL OUTSTANDING	\$211249.43
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Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT:Landata

RECEIVED THE SUM OF \$27.40 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE:wLIC10119/21



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 1339152

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1339152

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030





City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1253 7026 8101

DATE OF ISSUE - 12/10/2021

APPLICATION NO.

985340

LANDATA COUNTER SERVICES

YOUR REF.

55295889-103-7

SOURCE NO. 99904685210

PROPERTY: LOT AS/LAWFORD STREET TRUGANINA VIC 3029

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
TOTAL	0.00			0.00	0.00
	Service charges owing to 30/06/2021				0.00
	Service charges owing for this financial year				0.00
	Adjustments				0.00
	Current amount outstanding				0.00
	Plus remainder service charges to be billed				0.00
	BALANCE including unbilled service charges				0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1253 7026 8101



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1253 7026 8101

DATE OF ISSUE - 12/10/2021

APPLICATION NO.

985340

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1253 7026 8101

DATE OF ISSUE - 12/10/2021

APPLICATION NO.

985340

Information given pursuant to section 158 of the Water Act 1989

Please note that the property is in an area designated by City West Water for the provision of a recycled water supply in addition to drinking water and sewerage services. The conditions of connection for recycled water are available on our web site at www.citywestwater.com.au. Should you require further information, please contact City West Water on 13 16 91 or by emailing to enquiries@citywestwater.com.au.

Portion of the land could be subject to inundation at times of high storm flow. Therefore any proposed development on the property is to be referred to Melbourne Water, Land Development Team (Postal Address: GPO Box 4342, Melbourne 3001) - Telephone: 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1221 9521 5130

DATE OF ISSUE - 12/10/2021

APPLICATION NO.

985340

LANDATA COUNTER SERVICES

YOUR REF.

55295889-103-7

SOURCE NO. 99904685210

PROPERTY: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of three thousand two hundred and fifty nine dollars and ninety eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS CHARGE	57.96	Quarterly	30/09/2021	14.49	14.49
PARKS SERVICE CHARGES	3,282.43	Annually	30/06/2022	3,282.43	3,202.02
TOTAL	3,340.39			3,296.92	3,216.51

Service charges owing to 30/06/2021	0.00
Service charges owing for this financial year	3,216.51
Adjustments	0.00
Current amount outstanding	3,216.51
Plus remainder service charges to be billed	43.47
BALANCE including unbilled service charges	3,259.98

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1221 9521 5130



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1221 9521 5130

DATE OF ISSUE - 12/10/2021

APPLICATION NO.

985340

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125370268 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125370268 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES
131691

REFERENCE NO.

1221 9521 5130

DATE OF ISSUE - 12/10/2021

APPLICATION NO.

985340

Information given pursuant to section 158 of the Water Act 1989

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

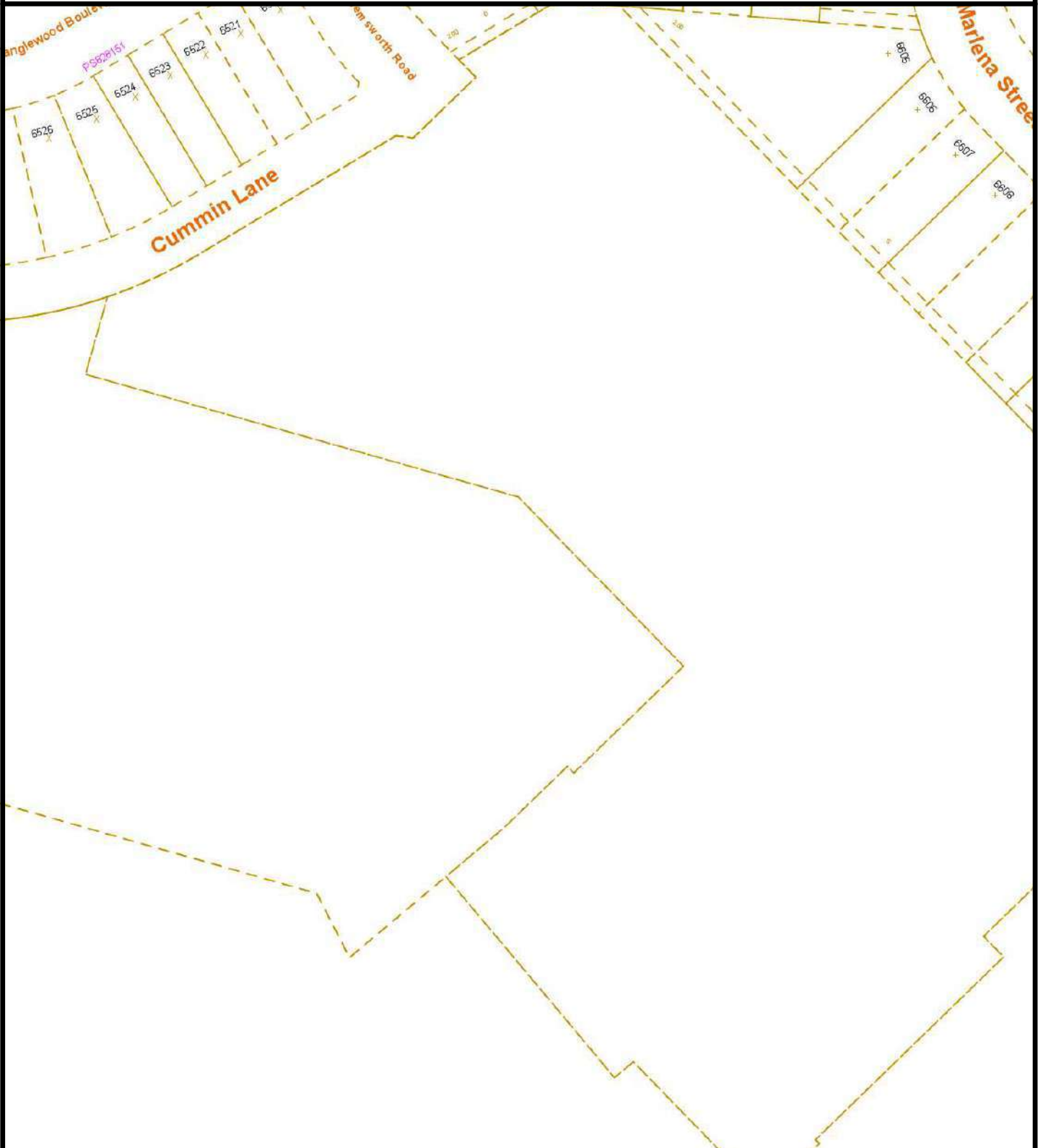
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

905 DOHERTYS ROAD TRUGANINA 3030

Application No. 985340



LEGEND

<ul style="list-style-type: none"> ● Circular Manhole Inspection Shaft Sewer Main -x-x- Abandoned Sewer Main Water Main -x-x- Abandoned Water Main 	<ul style="list-style-type: none"> Recycled Water Main MW-DR-CH MW Channel MW-DR-ACH MW Abandoned Channel MW-DR-NW MW Natural Waterway MW-DR-US MW Underground Drain MW-DR-AUG MW Abandoned Underground Drain 	<ul style="list-style-type: none"> -MW-SW- MW Sewer Main -MW-ASW- MW Abandoned Sewer Main -MW-WS- MW Water Main -MW-AWS- MW Abandoned Water Main MW Manhole MW Abandoned Manhole 	<p style="font-size: 0.8em; margin-top: 5px;">Date: 12/10/2021</p>
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Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

OWNERS CORPORATION SCHEDULE

PS905046F

Owners Corporation No.

1

Plan No.

PS905046F

Land affected by Owners Corporation

Lots: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	100	100
Balance of existing OC		
Overall Total	100	100

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	6	6									
2	7	7									
3	8	8									
4	8	8									
5	4	4									
6	4	4									
7	5	5									
8	5	5									
9	5	5									
10	6	6									
11	5	5									
12	6	6									
13	5	5									
14	5	5									
15	5	5									
16	5	5									
17	11	11									

Surveyors file reference: 5604

SHEET 1

ORIGINAL SHEET
SIZE: A3

Anthony Ford

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / DOUROS JACKSON LAWYERS

Your Reference: 6873
Certificate No: 49173826
Issue Date: 19 OCT 2021
Enquiries: BXD3

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: HEATHER MCNAUGHTON, JEFFREY DAVIS & 3 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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

CAPITAL IMP VALUE:	\$0
SITE VALUE:	\$29,581,767
AMOUNT PAYABLE:	\$668,672.06

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

Certificate No: 49173826

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 = \$623,064.76

Taxable Value = \$29,581,767

Calculated as \$24,975 plus (\$29,581,767 - \$3,000,000) multiplied by 2.250 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 49173826

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 49173826

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 49173826

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43759292	AS	810131	12088	967	\$114.47
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$2,873	\$63.48	\$0.00	\$63.06
MRS JOAN MARGARET HODGE	2020	\$2,442	\$53.95	\$0.00	\$51.41

Comments: This certificate includes references AA-819186, AQ-747835, A-732554, BE/PS816940; AC/PS819186;BJ/PS819186; AG/PS739566; AM/PS819189; AQ/PS819189
Land Tax of \$63.48 has been assessed for 2021, an amount of \$0.41 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 43759292 \$114.47

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44056566	AS	810131	12088	967	\$17,129.16
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$429,950	\$9,498.65	\$0.00	\$9,436.91
MRS JOAN MARGARET HODGE	2020	\$365,358	\$8,072.51	\$0.00	\$7,692.25

Comments: Land Tax of \$9,498.65 has been assessed for 2021, an amount of \$61.74 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 44056566 \$17,129.16

Total: \$668,672.06

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 49173826

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44976936	AS	810131	12088	967	\$20,703.80
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$519,675	\$11,480.90	\$0.00	\$11,406.27
MRS JOAN MARGARET HODGE	2020	\$441,604	\$9,757.15	\$0.00	\$9,297.53

Comments: Land Tax of \$11,480.90 has been assessed for 2021, an amount of \$74.63 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 44976936 \$20,703.80

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46324290	AS	810131	12088	967	\$9,223.91
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$231,525	\$5,114.97	\$0.00	\$5,081.71
MRS JOAN MARGARET HODGE	2020	\$196,742	\$4,346.96	\$0.00	\$4,142.20

Comments: Land Tax of \$5,114.97 has been assessed for 2021, an amount of \$33.25 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Total Amount Payable for Property: 46324290 \$9,223.91

Total: \$668,672.06

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 49173826

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47164619	AS	810131	12088	967	\$59,080.86
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$2,691,751	\$59,467.43	\$0.00	\$59,080.86

Comments: Land Tax of \$59,467.43 has been assessed for 2021, an amount of \$386.57 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 47164619 \$59,080.86

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47164635	AS	810131	12088	967	\$2,195.33
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$100,020	\$2,209.69	\$0.00	\$2,195.33

Comments: Land Tax of \$2,209.69 has been assessed for 2021, an amount of \$14.37 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Total Amount Payable for Property: 47164635 \$2,195.33

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47218654	AS	810131	12088	967	\$195,320.45
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$8,917,955	\$197,019.63	\$0.00	\$195,320.45

Comments: Land Tax of \$197,019.63 has been assessed for 2021, an amount of \$1,699.18 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 47218654 \$195,320.45

Total: \$668,672.06

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 49173826

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47472428	AS	810131	12088	967	\$181,696.30
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$8,278,167	\$182,885.13	\$0.00	\$181,696.30

Comments: Land Tax of \$182,885.13 has been assessed for 2021, an amount of \$1,188.84 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 47472428 \$181,696.30

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47472444	AS	810131	12088	967	\$35,236.31
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$1,668,203	\$36,854.73	\$0.00	\$35,236.31

Comments: Land Tax of \$36,854.73 has been assessed for 2021, an amount of \$1,618.41 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 47472444 \$35,236.31

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47472452	AS	810131	12088	967	\$40,937.51
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$1,865,131	\$41,205.36	\$0.00	\$40,937.51

Comments: Land Tax of \$41,205.36 has been assessed for 2021, an amount of \$267.85 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 47472452 \$40,937.51

Total: \$668,672.06

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 49173826

Land Address: 905 DOHERTYS ROAD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47472478	AS	810131	12088	967	\$107,033.96
	AA	819186			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JOAN MARGARET HODGE	2021	\$4,876,516	\$107,734.28	\$0.00	\$107,033.96

Comments: Land Tax of \$107,734.28 has been assessed for 2021, an amount of \$700.32 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Total Amount Payable for Property: 47472478 \$107,033.96

Total: \$668,672.06

Growth Areas Infrastructure Contribution Certificate



Certificate Id: 14118
Issue date: 09 November 2021

PART 1 – DETAILS OF APPLICANT

Douros Jackson Lawyers
c/- Landata

PART 2 - LAND DETAILS

Land Address: 905 Dohertys Road
Truganina 3029

Details of Land Title:

Lot / Plan: Lot AM / PS819189L
Volume / Folio: 12196 / 120

Municipality: Wyndham
Land Type: Type B1
Land Area: 4.497 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

This land is presently subject to a Staged Payment Approval. The Growth Areas Infrastructure Contribution amount as at the date displayed on this certificate is **\$510,107.06** (Including interest)

Note – this liability is subject to indexation and/or interest in accordance with section 201SMA of the Planning and Environment Act 1987.

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at www.sro.vic.gov.au).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
 - has been deferred,
 - is subject to a staged payment approval,
 - is affected by a work-in-kind agreement, or
 - the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
 - A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

For more information please contact:

State Revenue Office – GAIC enquiries Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856
Victorian Planning Authority – GAIC enquiries Mail Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	Internet www.vpa.vic.gov.au Email info@vpa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623

Growth Areas Infrastructure Contribution Certificate



Certificate Id: 14109
Issue date: 08 November 2021

PART 1 – DETAILS OF APPLICANT

Douros Jackson Lawyers
c/- Landata

PART 2 - LAND DETAILS

Land Address: 905 Dohertys Road
Truganina 3029

Details of Land Title:

Lot / Plan: Lot AA / PS819186S
Volume / Folio: 12326 / 525

Municipality: Wyndham
Land Type: Type B1
Land Area: 5.264 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

This land is presently subject to a Staged Payment Approval. The Growth Areas Infrastructure Contribution amount as at the date displayed on this certificate is **\$589,022.20** (Including interest)

Note – this liability is subject to indexation and/or interest in accordance with section 201SMA of the Planning and Environment Act 1987.

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at www.sro.vic.gov.au).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
 - has been deferred,
 - is subject to a staged payment approval,
 - is affected by a work-in-kind agreement, or
 - the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
 - A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

Certificate Number

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For more information please contact:

State Revenue Office – GAIC enquiries Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856
Victorian Planning Authority – GAIC enquiries Mail Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	Internet www.vpa.vic.gov.au Email info@vpa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623

Growth Areas Infrastructure Contribution Certificate



Certificate Id: 14112
Issue date: 08 November 2021

PART 1 – DETAILS OF APPLICANT

Douros Jackson Lawyers
c/- Landata

PART 2 - LAND DETAILS

Land Address: 905 Dohertys Road
Truganina 3029

Details of Land Title:

Lot / Plan: Lot BE / PS816940A
Volume / Folio: 12292 / 469

Municipality: Wyndham
Land Type: Type B1
Land Area: 13.83 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

This land is presently subject to a Staged Payment Approval. The Growth Areas Infrastructure Contribution amount as at the date displayed on this certificate is **\$1,601,925.36** (Including interest)

Note – this liability is subject to indexation and/or interest in accordance with section 201SMA of the Planning and Environment Act 1987.

PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

Notes to GAIC Certificate

General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at www.sro.vic.gov.au).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
 - has been deferred,
 - is subject to a staged payment approval,
 - is affected by a work-in-kind agreement, or
 - the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
 - A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website www.sro.vic.gov.au.

Certificate Number

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For more information please contact:

State Revenue Office – GAIC enquiries Mail State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	Internet www.sro.vic.gov.au Email gaic@sro.vic.gov.au Phone 13 21 61 (local call cost) Fax 03 9628 6856
Victorian Planning Authority – GAIC enquiries Mail Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	Internet www.vpa.vic.gov.au Email info@vpa.vic.gov.au Phone 03 9651 9600 Fax 03 9651 9623

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

9 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 12196 Folio 122) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

8 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 11885 Folio 571) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

8 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 12326 Folio 479) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

8 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 12326 Folio 526) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

8 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 11853 Folio 233) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

8 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 11989 Folio 594) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue

Contact Name Brett McKenzie
Telephone 03 9628 0049
Facsimile 03 9628 6853
Your Ref: 55295889-087-0

8 November 2021

Douros Jackson Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

905 Dohertys Road, Truganina (Volume 12088 Folio 967) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 8 October 2021 in respect of the land.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Brett McKenzie
Senior Customer Service Officer
Land Revenue



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Douros Jackson Lawyers C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356368

NO PROPOSALS. As at the 8th October 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

905 DOHERTYS ROAD, TRUGANINA 3029
CITY OF WYNDHAM

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

Date of issue: 8th October 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 55295889 - 55295889153707 '356368'



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 356368

Our Ref: w2021C23992

12 October 2021

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 905 Dohertys Road TRUGANINA VIC 3029

A search of Building Services records for the preceding 10 years has revealed no building permits were issued during this time.

Combined allotment statement and subdivision of existing buildings statement

There are no such statements listed in the property history.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Ph. Wilson'.

PHILIP WILSON
CO ORDINATOR BUILDING SERVICES

PLANNING PERMIT

Application No.: WYP12997/21
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 12088 F 967 L AS PS 810131 Truganina Parish

Land Address: 9 Lawford Street TRUGANINA VIC 3029

THE PERMIT ALLOWS:

Development of the land for 17 double storey dwellings

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

1. The development permitted by this permit must not be commenced until one electronic copy (emailed to statplanning@wyndham.vic.gov.au) of a site layout plan and elevations drawn to scale and with dimensions is submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. Such plans must be generally in accordance with plans prepared by A.A.R Design & Drafting, dated December 2019, Drawing No.P1664E, Sheet 3 – 5 & 13 of 18, but modified to show:
 - a) Turning templates for the three visitor car parking spaces at the rear of the site;
 - b) A passing area at the entrance at least 6.1 metres wide and 7 metres long;
 - c) A corner splay which extends at least 2 metres along the frontage road from the edge of an exit lane and 2.5 metres along the exit;
 - d) Lighting throughout the development;
 - e) Provision of pick up point for waste collection services in accordance with an approved Waste Management Plan as required by Condition 25 of this permit;
 - f) Details of initiatives contained within the Endorsed Sustainability Management Plan (SMP), including any amendments specified in condition 6 of this permit.
 - g) A fencing plan detailing all proposed fencing types in the development and their extent, ensuring that there is a break adjacent the pipe track where the visitor car spaces are located with a path to the pipe track, and where there is fencing in this location that it be semi-transparent.
 - h) Externally accessible storage areas for all dwellings in accordance with Standard B30.

Date Issued

19 May 2022

Signature for the Responsible Authority



Lana Krausas
Senior Town Planner

PLANNING PERMIT

Application No.: WYP12997/21
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 12088 F 967 L AS PS 810131 Truganina Parish

Land Address: 9 Lawford Street TRUGANINA VIC 3029

No Alteration Layout

- The development permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

Acoustic Report

- The development must adhere to all recommendations contained in the Acoustic report prepared by Rohan Barnes of Waveform Acoustics dated 25.2.2022 (or any subsequent amendment with the prior written approval of the Responsible Authority). The development must be constructed in such a way as to ensure internal bedroom noise levels will not exceed 65 dB LAmax and 40 dB LAeq,8h for the night period from 10pm to 6am.

Landscape condition

- Prior to the commencement of the development hereby permitted, one electronic copy (emailed to statplanning@wyndham.vic.gov.au) of an amended landscaping plan prepared by a suitably qualified person must be submitted and approved to the satisfaction of the Responsible Authority.

The amended landscape plan will show the following:

- Botanical and common name, pot size, quantity, planting density and size at maturity of all plantings.
- Notated planting specification drawings.
- Location and depth of all surface treatments with materials and colours notated.
- Mark all crossovers and driveways and note reinstatement of all redundant crossovers;
- Any vegetation or structures within the nature strip;

Date Issued

19 May 2022

Signature for the Responsible Authority



**Lana Krausas
Senior Town Planner**

PLANNING PERMIT

Application No.: WYP12997/21
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 12088 F 967 L AS PS 810131 Truganina Parish

Land Address: 9 Lawford Street TRUGANINA VIC 3029

- f) Please note that any foundations of built structures, including any concrete areas such as paths/driveways, must be protected with appropriate tree root/moisture barriers to ensure the integrity of the foundations are not compromised;
- g) All areas of water efficient landscaping annotated on the landscape plan in accordance with the SMP condition 5.

Unless otherwise agreed in writing by the Responsible Authority.

Landscape completed & Maintenance

- 5. The landscape area(s) shown on the endorsed plan(s) must be planted and maintained to the satisfaction of the Responsible Authority and once landscaped must not be used for any other purpose except with the prior written consent of the Responsible Authority.

Submission of Amended Sustainability Management Plan (SMP)

- 6. Before the use and development commences, an amended Sustainability Management Plan (SMP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the SMP will be endorsed and will then form part of the permit. The SMP must be generally in accordance with the SMP by Frater dated 08/04/2022 but modified to show:
 - a) The inclusion of a Green Travel Plan in accordance with Wyndham's Sustainable Development Policy Clause 15.02.
 - b) Identify whether the site is connected to a reticulated third pipe. If so, include a note in the SMP to confirm rainwater tanks will be topped up with recycled water.
 - c) Clarification as to whether 3 start of 4 start WELS shower heads will be installed and update the commitment in the SMP.
 - d) Include a notation that the laundries will be connected to the rainwater tank in the BESS Water Re-Use score.
 - e) All areas for water-efficient landscaping notated on the landscape plan.

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- f) Preliminary sample NatHERS calculations must be submitted for the following dwellings: Townhouse D1, Townhouse D4, Townhouse D10, Townhouse D17. A summary of building fabric assumptions must be included on the drawings and in the SMP.
- g) Update the BESS assessment to include the size of the solar system to match the SMP commitment.
- h) BESS Credit 2.2 Cross Flow ventilation – in order for this credit to be assessed, openable windows must be marked on elevations and resubmitted for review. There appears to be good opportunity for cross-flow ventilation to ground floor living spaces. First floor layouts which do not have openable windows to Study/Retreat spaces or to Ensuite bathrooms, or where there is no direct breeze path to a ground floor opening, may need to include openable skylights or ceiling fans in order to claim this credit.
- i) A private outdoor clothesline to Townhouse D4 must be marked on the plans.
- j) In line with Wyndham's Drainage Guidelines all rainwater tanks must be increased in size to allow for 1000L of dedicated detention airspace. Please amend the development plans to rectify this, i.e. 2kL to 3kL. Note that STORM and BESS assessments do not need to be amended as they model the effective storage capacity.
- k) The area of 'other impervious surfaces' in the STORM assessment seems low. STORM assessment to be updated as required.
- l) Update STORM assessment to remove reference to warehouses in the STORM rating report
- m) Provide details and location of the area(s) for on-site management of food and garden waste.
- n) The choice of light-coloured roofing, as defined by the NCC, will help reflect sunlight and reduce internal temperatures and heat stored by the roof which is a contributing factor to Urban Heat Island Effect. A suitable commitment must be made in the SMP and a note added to the plans.

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Submission of an ESD Implementation Report

7. The development must be constructed in accordance with the Endorsed Sustainability Management Plan. Before the development is occupied or by such later date as agreed to by the responsible authority in writing, a report from the author of the Sustainability Management Plan, approved under this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm all measures specified in the endorsed Sustainability Management Plan have been implemented in accordance with the approved plan.

Easements

8. Build over easement consent will be required from the relevant favoured authorities for any proposal constructed in, on or over an easement. This includes, but is not limited to, guttering, eaves/fascia, garden sheds, concrete paths, vehicle driveway accesses and parking bays. No private amenity pipelines or downpipes are permitted to be excavated into an easement without the consent of the infrastructure holder; buildings must be designed to utilize box gutters if walls are proposed adjoining the easement. No water tanks are permitted to be sited over an easement without the consent of the infrastructure holder.

Crossovers

9. The proposed single-width crossovers must be constructed as per Council specification SD4-1 upon lodgment of a 'Consent to work in a Council Road Reserve' application. Any dimensions or design shown on the proposal drawings not adhering to Council's specification will not be approved for construction. 'Consent to work' approval will only be issued for a crossover adhering to specification SD4-1. Unless otherwise agreed in writing by the Responsible Authority.

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10. The proposed double-width crossover must be constructed as per Council specification SD4-5 upon lodgment of a 'Consent to work in a Council Road Reserve' application. Any dimensions or design shown on the proposal drawings that does not adhere to Council's specification, will not be approved for construction. 'Consent to work' approval will only be issued for a crossover adhering to specification SD4-5. All internal driveway widths must match the opening boundary width of the relevant crossover. The proposed crossover must maintain a 1.0m clearance from any service provider infrastructure, 3.0m clearance from any street tree and 10.0m clearance from any intersection. If these clearance requirements cannot be maintained, subsequent approvals must be obtained from the relevant service provider prior to the commencement of any construction activities on the property.

Use of Parking Areas

11. Areas set aside for the parking and movement of vehicles as shown on the endorsed plan(s) must be maintained in a usable and safe condition to the satisfaction of the Responsible Authority and made available for such use and must not be used for any other purpose.

Vehicular Access to site

12. Vehicular access to the subject land from any roadway or service lane (and vice versa) must be by way of a vehicle crossing(s) constructed at right angles to the road, to suit the proposed driveway(s) and vehicles that will use the crossing. The location, design and construction of the vehicle crossing(s) must be approved by the Council. Any existing unused crossing(s) must be removed and replaced with concrete kerb and channel and any services or infrastructure, including street trees, that require relocation or modification as a result of proposed crossovers must be relocated or modified at the permit holders cost and to the satisfaction of the Council.

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Drainage Requirements

13. The whole of the subject land, including landscaped and paved areas, must drain to the legal point of discharge to the satisfaction of the Responsible Authority.
14. The stormwater runoff generated from the whole of the subject land, including landscaped and paved areas, must not adversely flood neighbouring properties.
15. All stormwater inlet pits from car parking and paved areas must be grated to prevent the ingress of gross pollutants to stormwater drainage system.
16. Any underground drainage must cater for 1 in 5 year return, and connect into the stormwater drainage system.
17. Provisions are to be made within the development to adequately manage any additional flow created between allowable stormwater discharge and post-development stormwater discharge (i.e. underground detention system OR minimum 3000 litres rainwater tank with 1000 litres dedicated airspace for each dwelling, unless otherwise approved by Council's Engineering Department. The air space should incorporate controlled outlet no greater than 25mm in diameter). All water tanks must have a minimum 0.5m clearance free of obstruction when located in a through access way.
18. Unless approved otherwise by the Responsible Authority, minimum 80% of roof area must be connected to the rainwater tank to be recognised as stormwater retention system. The installation of rainwater tank must comply with the National Plumbing and Drainage Code AS/NZS 3500 and HB230-2008 - Rainwater Tank Design & Installation Handbook by Standards Australia.
19. If new or additional drainage discharge point is required for the subject land, a separate legal point of discharge permit must be obtained from Council's Engineering Department.

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Development must not be occupied until

20. The development permitted by this permit must not be occupied until:
- a) the access and parking area(s) shown on the endorsed plan(s) have been constructed to the requirements and satisfaction of the Responsible Authority; and
 - b) the garden and landscape area(s) shown on the endorsed plan(s), including external fixtures such as clotheslines, storage sheds and water tanks, have been provided and completed to the requirements and satisfaction of the Responsible Authority.

Noise from domestic fixtures

21. Mechanical ventilation systems and air conditioning units are to be suitably attenuated as necessary so they do not cause any unreasonable amenity impacts.

Plant and Equipment above Roof Height

22. No plant, equipment or services visible from Ladbroke or Lawford Street other than those shown on the endorsed plans are permitted without the prior written consent of the Responsible Authority.

Construction Phase

23. All activities associated with the construction of the development permitted by this permit must be carried out to the satisfaction of the Responsible Authority and all care must be taken to minimise the effect of such activities on the amenity of the locality. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours

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Garbage containers

24. Garbage containers must be stored out of public view (except to provide for waste collection) to the satisfaction of the responsible authority.

Waste Management Plan requirement

25. Prior to the commencement of the development, a Waste Management Plan specific for the development must be submitted to and approved by the Responsible Authority. Such a plan will include the following information:
- details of separation of resources to encourage waste minimisation in accordance with the State Government's Zero Waste Strategy;
 - provision of pick up point for waste collection services;
 - if kerbside collection is unable to be undertaken by Council, swept path turning templates will be required for private waste collection to ensure the waste vehicle can enter and exit in a forward direction;
 - use of labour and mechanical equipment to satisfy OH&S requirements relating to waste collection;
 - method and frequency of collection.

If the waste management plan nominates private waste collection for the development then the requirements of condition 26 apply.

Section 173 Agreement for Waste Collection for Private Collection

26. Prior to occupation of the premises, the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement (in a form satisfactory to the Responsible Authority) with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 if the waste management plan at Condition 25 nominates private waste collection for the development. Unless otherwise agreed in writing by the Responsible Authority. The agreement must provide for:

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- a) Other than where an agreement is entered into with the Wyndham City Council (or its successors) for the collection of waste through municipal waste collection;
- i. The collection of waste from the land is to be undertaken by private waste collection contractors in accordance with the endorsed Waste Management Plan forming part of Planning Permit WYP12997/21 (or any amendment to that permit or subsequent permit issued). Include highlighted part only if there is an endorsed plan
 - ii. The collection of waste must be undertaken from within the boundaries of the site.
 - iii. The waste collection area as shown on the endorsed plans forming part of Planning Permit WYP12997/21 (or any amendment to that permit or subsequent permit issued) must be kept available for this purpose at any time it is required.
 - iv. Waste collection bins will not be provided by the Wyndham City Council (or its successors) for dwellings on the land.
 - v. Waste collection times must be restricted to 7.00am – 8.00pm Monday to Saturday and 9.00am – 8.00pm Sunday and Public Holidays and be in accordance with the Environmental Protection Authorities Noise Control Guidelines Publication 1254, October 2008 (or any publication which supersedes it).

It is further required that this agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act 1987. A Copy of Title showing the Dealing number as issued by the Office of Titles must be provided to the Responsible Authority.

Trees/Vegetation

27. Prior to the commencement of any works, including any vegetation removal and works required by other authorities, a Site Environmental Management Plan must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The SEMP must be in accordance with Council's SEMP template and guidelines. The approved

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SEMP must be implemented at all times to the satisfaction of the Responsible Authority. Any non-compliance may be enforced under the Planning and Environment Act and other related legislation.

Access to the site must be available at all times for Council representatives to monitor implementation of the SEMP.

28. The SEMP applies for all works approved in this Permit up to where public land is handed over (and accepted) by the relevant authority and the remainder is completely in private ownership.
- a) Prior to commencement of works, contractors must be inducted into the SEMP and all flora and fauna conservation requirements.
 - b) Prior to commencement of works, the works zone must be enclosed by secure and obvious temporary fencing. The work zone fence must remain in place until works are completed. Fill, machinery and building materials must not be placed outside of the works zone.
 - c) All litter and building waste must be contained on the site and must not be allowed to leave the site until the time it is correctly disposed of.
 - d) All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
 - e) Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.
 - f) Noxious weeds and serious threat environmental weeds must be controlled. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled. Weed control must be at no cost to and to the satisfaction of the Responsible Authority.
29. Unless otherwise approved in writing by the Responsible Authority, prior to the removal of the trees, the permit holder must contact Council's Environment Department at treeplanning@wyndham.vic.gov.au to make arrangements for the payment of loss of amenity and costs for the planting of new tree(s) by the Responsible Authority. A

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written quote will be prepared and provided to the applicant and acceptance of the quote must be provided in writing to Council and payment received prior to any works to the street tree commencing.

Expiry of Permit

30. This permit will expire if one of the following circumstances applies;

- (a) The development is not started within two (2) years of the date of this permit;
- (b) The development is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply:

- (a) before or within 6 months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- (b) within 12 months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

Notes

1. Waste - In order to facilitate a safe and efficient waste collection for the subject site, the waste bins for the proposed units will be only collected on nature strip abutting the property. Therefore, the developer should ensure that there is enough space available to accommodate the placement of waste bins for collection. In order to accommodate 34 waste bins, a total of 36 m free frontage (i.e. excluding cross-over, telecommunication exchange box, trees, light poles etc) is required to enable the waste bins to be collected by Council's waste collection contractor. If there is insufficient free frontage then Council will not collect waste bins for this development and a private waste collection contractor should be arranged.
2. A building permit will trigger the Community Infrastructure Levy (CIL) payable to Council.

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IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. *NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.*

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Useful information

Please note your planning permit only gives permission for use and/or development in accordance with the *Planning and Environment Act 1987* and the *Wyndham Planning Scheme*. In addition to your planning permit, it is likely that a number of other permits/approvals are required. These include:

Building Permits/Consents

Building permits/consents are likely to be required from Council and/or a Private Building Surveyor. Please refer to <http://bit.ly/2N0wOpf> for information on how to lodge a building application with Council.

Digging In and Around Underground Infrastructure

Prior to any digging or building works, please visit Dial Before You Dig at www.1100.com.au or phone 1100 for advice on underground infrastructure.

Build Over Easement Consents

If you are digging or building in, under or over an easement registered on your land title, you will require Build Over Easement consents from the service authority. This may be Council (for drainage), City West Water (for sewerage), or an electricity or gas supplier. Please visit <http://bit.ly/2N2VJIt> for Council's Application for Consent to Site a Structure Over an Easement.

Road Opening/Vehicle Crossing Consents

If you are carrying out any works or excavation to the road reserve/nature strip in front of your property (e.g. constructing, altering, repairing or removing a vehicle crossing, reinstating footpaths, service authority tappings), you will be required to obtain a Consent for Works from Council's Consent and Permits team.

Town Planning stamped approved plans must be presented when applying for a Consent for Works approval. Please refer to <http://bit.ly/2N3BScb>. The location, design and construction of the crossover(s) is to be in accordance with Council's standard drawings. Please refer to <http://bit.ly/2N1IzeX>. Any proposed crossover(s) must maintain a minimum 1.0m clearance from any service provider infrastructure, 3.0m clearance from any street tree and 10.0m clearance from any intersection. If these clearance requirements cannot be maintained, service provider infrastructure may need to be upgraded/modified and street tree compensation fees may be applicable at the permit holder's cost and to the satisfaction of the Council.

Street Tree Consents

If there is an existing street tree in front of your property, you are required to ensure it is protected during any construction. Any street tree pruning, removal or replanting requests are subject to Council approval. Please contact Council's Environment team on 9742 0777 or treeplanning@wyndham.vic.gov.au for further information.

Stormwater Legal Point of Discharge Permits

If you are building or redeveloping your site, you may require a Legal Point of Discharge approval from Council (Engineering Department). If you are required to submit drainage/detailed engineering design plans it is possible that you will need to pay design checking and supervision fees. Please contact Council's Engineering Services team on 9742 0777 for further information.

Health Permits, Licences and Registrations

If you are installing a septic system or operating a food, health or similar business (e.g. hairdresser, beauty salon, tattoo premises, food premises, rooming house, accommodation business accommodating more than 6 guests), you may require Health Permits from Council (Environmental Health Department). It is important that your business

complies with all relevant health regulations to ensure the public health of the municipality is protected. Please contact Council's Environmental Health Unit on 9742 0777 for further information about these permits and obligations.

Liquor Licence

If you are proposing the sale or consumption of liquor, a Liquor Licence may be required from the Victorian Commission for Gambling and Liquor Regulation (VCGLR). Please visit the VCGLR at <http://bit.ly/2N1xDxZ> or phone 1300 182 457 for further information and advice.

Prior to applying for a licence with the VCGLR, please also contact Council's Town Planning Department and City Amenity Department on 9742 0777 to determine whether further Council approval is required. A permit from City Amenity, Local Law is required under Community Amenity Local Law (2015) clause 141 if alcohol is to be consumed/unsealed in a public place.

Footpath Trading Permits and Occupying Space on Footpath or Nature Strip Permits

If you are proposing any activities within a footpath as part of your business (e.g. outdoor dining, signage, display of goods), a Footpath Trading Permit may be required from Council's Local Laws team. Please visit <http://bit.ly/2N0DyDq> for further information and advice.

If you need to close part or the entire footpath or nature strip, you may require an Occupy Space on the Footpath or Nature Strip Permit from Council's Local Laws team. Please visit <http://bit.ly/2N2dR5w> for further information and advice.

Activities on Public/Council Land

If you are proposing to utilise Council land, you may require consent from Council's Property team. Please contact Council's Property Department on 9742 0777 for further information and advice.

Business Parking Permits

If you are proposing a business in the Werribee City Centre, you may apply for a Business Parking Permit from Council. Please refer to <http://bit.ly/2N0wPtj> for further information and advice.

Trade Waste Bin, Hoppers and Bin Skip Permits

If you are proposing to place a trade waste bin on a building site or a trade waste bin, hopper or skip on the nature strip/road reserve or roadway, you may require a Container Permit from Council's City Amenity, Local Laws team. Please visit <http://bit.ly/2N2Kb84> for further information and advice.

Fences

If you are replacing or building a new fence to the side or rear of your property, you may require a planning permit, building permit or both. Please contact Council on 9742 0777 for further advice. Consent from all owners is required to replace/build a common boundary fence. For advice on how to approach your neighbour or come to an agreement with your neighbour, please refer to the Dispute Settlement Centre of Victoria website at <http://bit.ly/2MZmOrb>.

Please note that other permits/permissions may be required in addition to those listed above. It is your responsibility to ensure you obtain all necessary permits and consents before you commence your proposal. Failure to comply may be an offence and could lead to financial penalty and litigation.

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](https://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.