

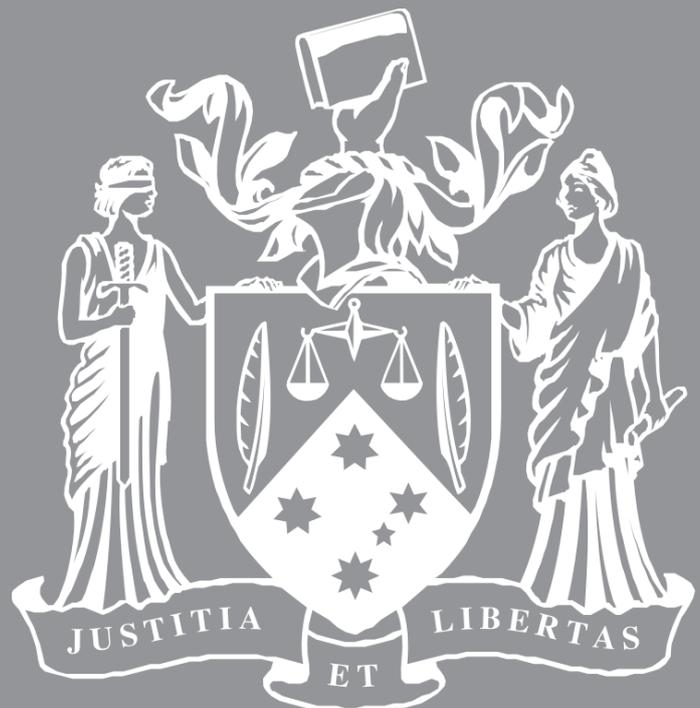
# Contract of sale of land

**Property: 16 Villandry Street, Roxburgh Park VIC  
3064**



Endorsed by the  
Australian Institute  
of Conveyancers  
(Victorian Division)

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2023

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

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

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2023

**Print names(s) of person(s) signing:** Lucia Helena Jorgensen .....

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 219 High Street, Thomastown VIC 3074  
Email: sold@rataandco.com.au  
Tel: 03 9465 7766 Mob: 0433 223 278 Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Lucia Helena Jorgensen  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Lush Legal  
Address: PO Box 4117, Shepparton North VIC 3631  
Email: sheree@lushlegal.com.au  
Tel: 0477 057 577 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 232067

## Purchaser's estate agent

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

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11341 Folio 775	1454	PS 641091T

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 16 Villandry Street, Roxburgh Park VIC 3064

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

**Payment**

Price \$ .....  
Deposit \$ ..... Payable upon the signing hereof  
Balance \$ ..... payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

INFORMATION ONLY

# Special Conditions

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

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

## 1. **AMENDMENT TO GENERAL CONDITIONS**

1.1. The parties agree that General Condition 3 is amended to read as follows:

- “3. If the Purchaser is, or includes a Company, the Purchaser must upon execution of this Contract of Sale, procure the execution by each of the Company’s Directors, a Guarantee and Indemnity in the form of the Guarantee and Indemnity annexed hereto.”

## 2. **ACKNOWLEDGEMENT OF SECTION 32 VENDORS STATEMENT**

2.1. The Purchaser acknowledges that prior to paying the Deposit or signing this Contract of Sale or any agreement or document in respect of the Sale hereby effected which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a copy of this Contract of Sale and a statement in writing containing the particulars required by Section 32 of the *Sale of Land (Amendment) Act 1982* acknowledges the contents thereof and has made their own enquiries with respect thereto.

## 3. **EXCLUSION OF WARRANTIES**

3.1. The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties and there are no representations, collateral agreements, conditions, warranties or other terms affecting the sale other than those embodied herein; and

3.2. The Purchaser further acknowledges and agrees that the Land together with the Goods and any improvements is purchased by the Purchaser:

- a As a result of the independent exercise of the Purchaser’s own skill and judgement after due inspection and investigation; and
- b In its present condition and state of repair with all existing patent and latent defects, infestations, contaminations and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

- c The merchantability, quality or fitness for any purpose of the Land, the Goods or the improvements;
- d The freedom of the Land or the Goods from any defects, infestations, contamination or dilapidation;
- e The use to which the Land, the Goods or the improvements can lawfully be put;
- f Whether development of any description may be carried out on the Land; or
- g Whether the improvements on the Land have been built or placed there in accordance with each approval required by law for the building or placement of same.

3.3. The Purchaser shall not raise any objection to or claim any compensation for any contamination or pollution of the Land and shall at the Purchaser’s own expense comply with the requirements of each competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Land and shall keep the Vendor indemnified at all times against the cost of doing so.

#### **4. NOMINATION**

4.1. Should the Purchaser nominate a substitute or additional Transferee:

- a The Purchaser will, if the substitute or additional Transferee is or includes a Corporation, deliver to the Vendor's Legal Practitioner at the time of the nomination, a Guarantee and Indemnity in the form annexed hereto duly executed by the Directors of the Substitute or additional Transferee; and
- b Any document substituted for this Contract shall show the "Day of Sale" as the same date as shown in this Contract and shall contain an express acknowledgement by the Purchaser named therein that the cooling off period referred to in Section 31 of the *Sale of Land Act 1962* expired three clear business days after the Day of Sale.

#### **5. WARRANTY THAT THE FOREIGN INVESTMENT ACT DOES NOT APPLY**

- 5.1. The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and the *Foreign Acquisitions and Takeover Regulations 2015 (Cth)* do not apply to the Purchaser or to the Purchaser entering into this Contract.
- 5.2. In the event that the *Foreign Acquisition and Takeovers Act 1975* and *Takeovers Regulations 2015 (Cth)* apply to the Purchaser or to the Purchaser entering this Contract in breach of the warranty contained in this clause, the Purchaser must indemnify and compensate the Vendor with respect to any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of the same.
- 5.3. This Special Condition and the warranties contained herein will not merge upon Settlement and will continue for the benefit of the Vendor.

#### **6. SMOKE DETECTORS**

- 6.1. The Purchaser shall at their own cost and expense comply with any requirements pursuant to the *Building Act 1993* and regulations made pursuant to the *Building Act 1993* for the installation of smoke alarms and shall indemnify the Vendor from and against any responsibility for compliance with any such requirements including any loss, cost or expense for compliance therefor.

#### **7. PURCHASER TO PAY VENDOR**

Should the Purchaser elect to terminate this Contract pursuant to any condition of this Contract which was inserted for the benefit of the Purchaser (if applicable), the Purchaser agrees to pay to the Vendor the amount of \$440.00 on termination of the Contract in consideration of the Vendor's costs in preparing the Contract which such amount to be deducted from the Deposit.

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

**To:** The Purchaser

**From:** Lucia Helena Jorgensen of 80-82 Xavier Crescent, Shepparton North VIC 3631

Property Address: 16 Villandry Street, Roxburgh Park VIC 3064  
Lot: 1454 Plan of subdivision: 641091T

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

INFORMATION ONLY

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

**15. DEPOSIT BOND**

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

**16. BANK GUARANTEE**

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---

**GUARANTEE and INDEMNITY**

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

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

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

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

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

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

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

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

# Vendor Statement

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

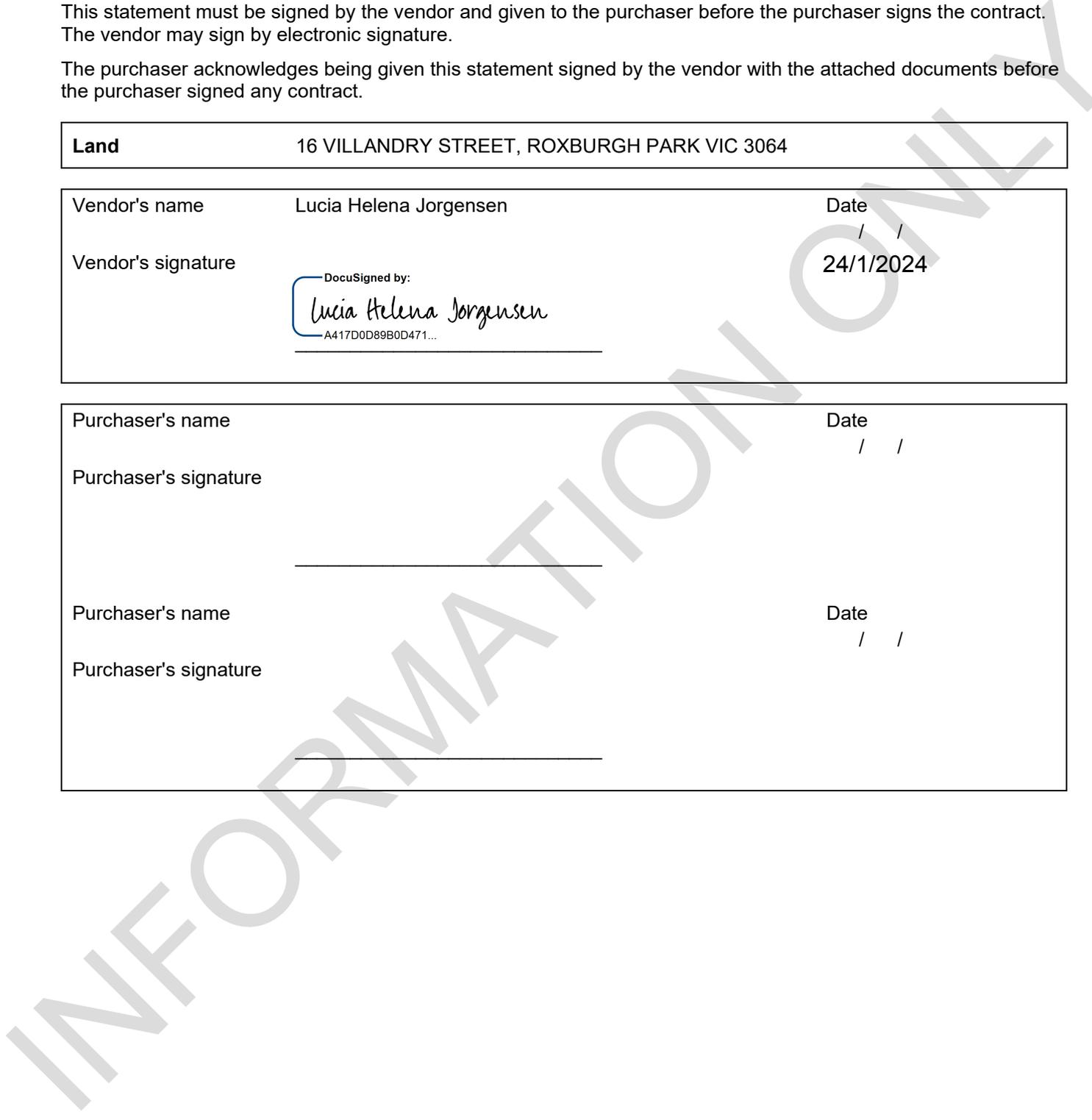
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	16 VILLANDRY STREET, ROXBURGH PARK VIC 3064
-------------	---

Vendor's name	Lucia Helena Jorgensen	Date	/ /
Vendor's signature	 A417D0D89B0D471...	24/1/2024	

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.
- (b) Amounts for which the Purchaser may become liable for as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The Purchaser will become liable for all municipal rates, charges and levies and water rates, charges and levies from the date they possess the Land.
  - (ii) The Purchaser will become liable for all water and sewerage usage charges from the date they possess the Land.
  - (iii) The Purchaser may also become liable for State Land Tax dependent upon the use to which the Land is put and other land owned by the Purchaser.

### 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

As contained in the attached certificate/s.

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
  - Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

**3.4 Planning Scheme**

- 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:

None to the Vendor's knowledge.

**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):

Not Applicable

**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*.

Not Applicable

**8. SERVICES**

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

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

Not Applicable

**10.2 Staged Subdivision**

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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

**12. DUE DILIGENCE CHECKLIST**

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

Is attached

**13. ATTACHMENTS**

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

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

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

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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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 11341 FOLIO 775

Security no : 124109410115Q  
Produced 28/09/2023 01:18 PM

LAND DESCRIPTION

Lot 1454 on Plan of Subdivision 641091T.  
PARENT TITLE Volume 11329 Folio 906  
Created by instrument PS641091T 28/03/2012

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
LUCIA HELENA JORGENSEN of 236 EXLELSIOR AVENUE MOOROOPNA VIC 3629  
AJ611365B 19/04/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ611366Y 19/04/2012  
AFSH NOMINEES PTY LTD

COVENANT PS641091T 28/03/2012

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  
AE330131M 03/05/2006

AGREEMENT Section 173 Planning and Environment Act 1987  
AF988797X 24/07/2008

DIAGRAM LOCATION

SEE PS641091T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 16 VILLANDRY STREET ROXBURGH PARK VIC 3064

DOCUMENT END

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FORM 18



AE330131M

03/05/2006 \$92.30 173



Sch. 1

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

**Planning and Environment Act 1987**

Lodged by:

Name: Phillips Fox

Phone: 9274 5000

Address: 140 William Street, Melbourne, Victoria 3000

Ref:

Customer Code: 1390B

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:** Land contained in Certificate of Title Volume 10890 Folio 002 and Certificate of Title Volume 10750 Folio 343.

**Authority:** Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047

**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.

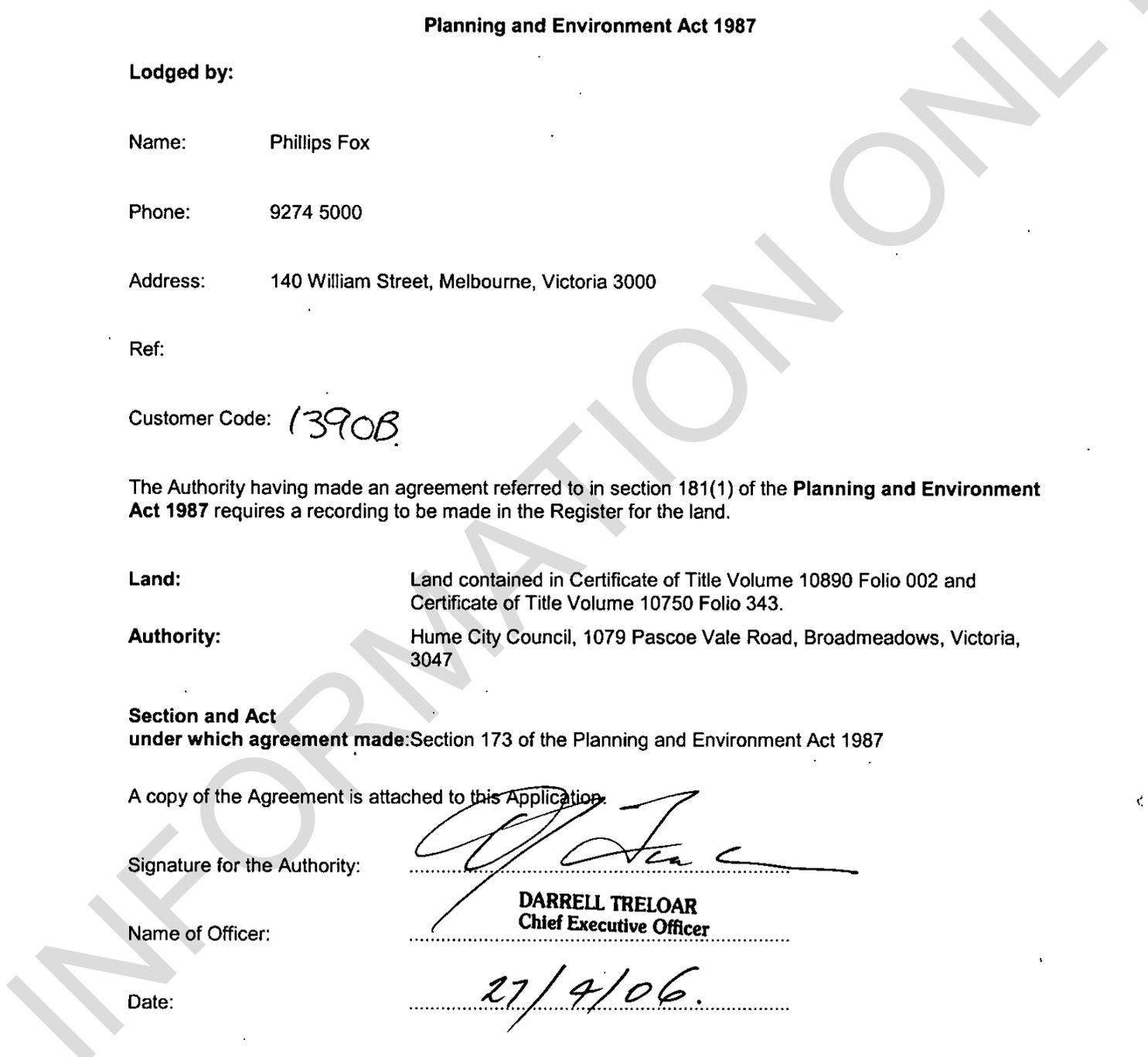
Signature for the Authority:

.....  
**DARRELL TRELOAR**  
Chief Executive Officer

Name of Officer:

Date:

.....  
27/9/06.  
.....



# RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

**HUME CITY COUNCIL**

and

**PEET & COMPANY LTD  
ACN 008 665 834**

and

**PEET GREENVALE NO. 2 LIMITED  
ACN 100 290 677**

and

**MELBOURNE WATER CORPORATION  
ABN 81 945 386 953**

**DEED MADE PURSUANT TO SECTION 173  
OF THE *PLANNING AND ENVIRONMENT*  
ACT 1987**

---

Level 12  
469 La Trobe Street  
Melbourne Victoria 3000 Australia

PO Box 5146AA  
Melbourne Victoria 3001  
DX 494 Melbourne

Tel 61 3 9609 1555  
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**THIS DEED** is made on

*26<sup>th</sup> August*

2005

**PARTIES**

- 1 **HUME CITY COUNCIL**  
of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047  
("Hume")
- 2 **PEET & COMPANY LTD**  
ACN 008 665 834  
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004  
("Peet 1")
- 3 **PEET GREENVALE NO. 2 LIMITED**  
ACN 100 290 677  
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004  
("Peet 2")  
  
(Peet 1 and Peet 2 together known as "Peet")
- 4 **MELBOURNE WATER CORPORATION**  
ABN 81 945 386 953  
of 100 Wellington Parade, East Melbourne, Victoria, 3002  
("Melbourne Water")

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**RECITALS**

- A Hume is the responsible authority pursuant to the Act for the Scheme.
- B Peet 1 is registered or entitled to be registered as the proprietor of the Thomas Land. Peet 2 is registered or entitled to be registered as the proprietor of the RANAD Land.
- C The majority of the Site is within the Greenvale Reservoir Catchment.
- D The Site is within the municipal district of Hume and the Thomas Land is affected by the provisions of the Scheme. At the date of this Agreement, the Thomas Land is zoned Residential 1 Zone ("R1 Zone"), Public Park and Recreation Zone ("PPRZ"), Public Use Zone 1 - Service and Utility ("PUZ1") and Green Wedge Zone ("GW Zone"). The RANAD Land, as former Commonwealth land, is currently not zoned and is currently not affected by the provisions of the Scheme.
- E That part of the Site zoned R1 Zone and PPRZ is subject to development plan overlay 11 ("DPO 11"). DPO 11 provides that:  
  
*The owner must enter into an agreement or agreements under Section 173 of the Act to the satisfaction of the responsible authority to provide for:*
  - *The landscaping of all public open space areas in accordance with the responsible authority's objectives for the area, including the provision of playgrounds.*
  - *Levies towards the appropriate provision of community facilities.*
  - *Levies toward the upgrade and/or provision of arterial road networks.*
  - *The gifted transfer of land within the Special Use Zone to Melbourne Water.*
- F All parties acknowledge that paragraph 3, fifth dot point of Schedule 11 to the DPO of the Scheme is incorrect. It refers to Special Use Zone ("SUZ"). The zoning at the time of

amendment C4 accurately reflected Hume's understanding of the proposed zoning. Subsequently, the land to be zoned SUZ, was in fact zoned PUZ1. The land zoned PUZ1 includes Melbourne Water Land A but not Melbourne Water Land B.

- G Hume, Melbourne Water and Peet have agreed that in order to satisfy the requirement to protect the Greenvale Reservoir, Melbourne Water Land A and Melbourne Water Land B will be given free of consideration to Melbourne Water by Peet adopting the procedures set out in clause 3.6.
- H At the date of this Agreement, the Thomas Land is encumbered by Mortgage No AB636350U and the RANAD Land is encumbered by Mortgage No. AC262807X, both in favour of National Australia Bank Ltd. National Australia Bank Ltd as Mortgagee has consented to Peet entering into this Agreement. The Mortgagee's consent is attached to Schedule 2 of this Agreement.
- I The parties have agreed to enter into this Agreement pursuant to section 173 of the Act to:
- make provision for Peet's gifting of the Melbourne Water Land A and the Melbourne Water Land B to Melbourne Water;
  - ensure that protective measures are implemented to prevent urban stormwater, or other water or effluent, from any part of the Site from entering the Greenvale Reservoir and to protect the quality of water entering the Greenvale Reservoir; and
  - achieve or advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Site.
- J Hume, as the responsible authority administering the Scheme, agrees without limiting or restricting its powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

**THEREFORE IT IS AGREED THAT:**

**1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement:

- 1.1.1 "Act" means the Planning and Environment Act 1987;
- 1.1.2 "Agreement" means this Deed of Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
- 1.1.3 "Commencement Date" means the date of this Agreement;
- 1.1.4 "E14" means the E14 transit corridor proposed by VicRoads, which at the date of this Agreement, is proposed to be located in the position shown on the Plan;
- 1.1.5 "Greenvale Reservoir" means the reservoir located approximately 21 kilometres north-north-west of Melbourne which stores potable water and which is owned and managed by Melbourne Water;
- 1.1.6 "Greenvale Reservoir Catchment" means the area around the Greenvale Reservoir where overland flows flow towards the Greenvale Reservoir, the boundaries of which are shown marked on the Plan;

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- 1.1.7 **"Hume"** means Hume City Council and includes any successors in title to Hume City Council;
- 1.1.8 **"Land Shaping"** means earthworks undertaken in accordance with clause 3.2 to permanently shape the land so that overland flows are directed outside of the Greenvale Reservoir Catchment;
- 1.1.9 **"Melbourne Water"** means Melbourne Water Corporation and includes any successors in title to Melbourne Water or any other person who becomes vested with responsibility for the Greenvale Reservoir and/or the Greenvale Reservoir Catchment;
- 1.1.10 **"Melbourne Water Land A"** means the land delineated and marked "A" on the Plan;
- 1.1.11 **"Melbourne Water Land B"** means the land delineated and marked "B" on the Plan;
- 1.1.12 **"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 Site or any part of it;
- 1.1.13 **"Peet"** includes the person or persons registered or entitled from time to time to be registered as the owner of the Site or any part of it and includes a Mortgagee in possession;
- 1.1.14 **"Permanent Bund"** means the bund to be constructed by Peet in accordance with clause 3.2.1(b) in the approximate location shown on the Plan.
- 1.1.15 **"Plan"** means the plan annexed to this Agreement in Schedule 1;
- 1.1.16 **"RANAD Land"** means the land contained in certificate of title volume 10750 folio 343 that Peet recently purchased from the Commonwealth that was previously occupied by the Royal Australian Navy and Defence;
- 1.1.17 **"Scheme"** means the Hume Planning Scheme;
- 1.1.18 **"Site"** means the Thomas Land and the RANAD Land, being the area shown ~~coloured pink~~ <sup>shaded</sup> on the Plan;
- 1.1.19 **"Temporary Bund"** means a bund constructed in accordance with clause 3.1 for the purpose of protecting the Greenvale Reservoir Catchment to be used until such time that the Permanent Bund and/or Land Shaping has been constructed;
- 1.1.20 **"Termination Date"** means the date upon which the obligations of Peet under this Agreement are completed and fulfilled to the satisfaction of Melbourne Water and Hume or such other date as agreed by all parties;
- 1.1.21 **"Thomas Land"** means the land contained in certificate of title ~~volume 8061 folio 425~~ <sup>Volume 10890 Folio 002</sup> and
- 1.1.22 **"Utility Installation"** has the meaning given to it in the Scheme, and for the avoidance of doubt, includes a minor utility installation,

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reservoir and telecommunications facility (as those terms are defined in the Scheme).

- 1.2 The parties agree that in the interpretation of this Agreement:
- 1.2.1 the singular includes the plural and the plural includes the singular;
  - 1.2.2 a reference to a gender includes a reference to each other gender;
  - 1.2.3 a reference to a person includes a reference to a firm, joint venture, association, authority, trust, corporation or other corporate body and its successors in law;
  - 1.2.4 if a party consists of more than one person this agreement binds them jointly and each of them severally;
  - 1.2.5 a reference to an Act, Regulation or the Scheme shall include any Act, Regulation or Scheme amending, consolidating or replacing the Act, Regulation or Scheme;
  - 1.2.6 the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals, and each of the parties confirms the recitals that relate to that party;
  - 1.2.7 a reference in this Agreement to "Hume" and "Melbourne Water" includes each of its successors and a reference to "Peet" includes its receivers, liquidators, assigns and successors; and
  - 1.2.8 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If the term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act.
- 1.3 This Agreement commences on the Commencement Date and ends on the Termination Date.

## 2 SEVERABILITY

- 2.1 Should this Agreement be found to be unenforceable under the Act, it will nevertheless remain a deed between the parties and be enforceable as a deed in a Court of competent jurisdiction in the State of Victoria.
- 2.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

## 3 PEET'S OBLIGATIONS TO HUME AND MELBOURNE WATER

### 3.1 Temporary Bunds

- 3.1.1 Peet expressly covenants and agrees that, prior to any development or works commencing on any part of the Site that is located within the Greenvale Reservoir Catchment, it will at its cost:
  - (a) submit to Melbourne Water for Melbourne Water's approval plans and specifications for the Temporary Bund sufficient to contain a 1 in 1 million average recurrence interval (ARI) storm

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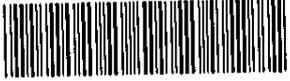
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event so as to prevent all overland flow generated within that part of the Site intended to be developed from entering the Greenvale Reservoir; and

- (b) construct the Temporary Bund in accordance with the plans and specifications approved by Melbourne Water under paragraph (a) to Melbourne Water's satisfaction; and
- (c) establish overland flow paths within the Temporary Bund to Melbourne Water's satisfaction.

**3.1.2**

Peet expressly covenants and agrees that, for the period up to and including the date on which the construction of the Permanent Bund or Land Shaping has been completed to Melbourne Water's satisfaction in accordance with clause 3.2 below:

- (a) it will maintain at its cost all or any Temporary Bund constructed in accordance with clause 3.1.1 above to Melbourne Water's satisfaction; and
- (b) it will not, and it will not cause or permit, any interference with the Temporary Bund which may affect the capacity of the Temporary Bund to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within that part of the Site in respect of which the Temporary Bund has been constructed from entering the Greenvale Reservoir.

**3.1.3**

The parties acknowledge and agree that, in the event that Peet sells, transfers or otherwise disposes of any part of the Site on which a Temporary Bund is constructed prior to the date on which the construction of the Permanent Bund or Land Shaping has been completed in accordance with clause 3.21 the obligations contained in clause 3.1.2(b) shall be annexed to and shall run at law and in equity with the relevant part of the Site, and shall bind Peet's successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the relevant part of the Site.

**3.2 Permanent Bund and/or Land Shaping**

**3.2.1**

Peet expressly covenants and agrees that, prior to any development or works commencing on those parts of the Site that are immediately adjacent to and within the proposed location of the Permanent Bund as shown on the Plan, it will at its cost:

- (a) submit to Melbourne Water for Melbourne Water's approval plans and specifications for a Permanent Bund or other works such as Land Shaping, which are sufficient to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within any part of the Site from entering the Greenvale Reservoir. For the purposes of this clause 3.2.1(a), Peet must disregard the presence of any Temporary Bund constructed under clause 3.1;
- (b) construct the Permanent Bund or Land Shaping in accordance with the plans and specifications approved by Melbourne Water under paragraph (a), to Melbourne Water's satisfaction;

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- (c) establish overland flow paths within the Permanent Bund or Land Shaping to Melbourne Water's satisfaction;
- (d) Where Melbourne Water has permitted Peet to construct Land Shaping instead of or in addition to the Permanent Bund or any part of the Permanent Bund on any part of the Site, and such Land Shaping is within any part of the Site that is intended to remain in private ownership, Peet must impose a restriction on the use of any such land to prevent any use or development of the land damaging, destroying or interfering with the designed purpose of the Land Shaping. Such restriction must be to Melbourne Water's satisfaction, and may be imposed by:
  - (1) creating a restriction on the plan of subdivision of which any such land forms part;
  - (2) a restrictive covenant; or
  - (3) any other method approved by Melbourne Water including the granting of any necessary easement to Melbourne Water over any such land to ensure the continuation of the Land Shaping in perpetuity.

**3.2.2 The parties acknowledge and agree that:**

- (a) the Permanent Bund and/or Land Shaping must be located in the location agreed by Melbourne Water in writing;
- (b) the Permanent Bund and/or Land Shaping may be constructed in stages;
- (c) the land on which the Permanent Bund or any part thereof is constructed must not, and must never be, within a privately owned lot or lots; and
- (d) Melbourne Water agrees in principle to the creation of carriageway easement(s) (at Peet's cost) over the Permanent Bund in location(s) to be approved by Melbourne Water (in its absolute discretion) so that that part of the RANAD Land to the south of the Permanent Bund may be accessed from the north, provided that any such carriageway easement deals, without limitation, with the following to Melbourne Water's satisfaction:
  - (1) liability arising from the use of the easement;
  - (2) maintenance of the easement and that part of the Permanent Bund burdened by the easement;
  - (3) the people that may use the easement; and
  - (4) how, when and for what purpose(s) the easement may be used.

**3.2.3 Peet expressly covenants and agrees that:**

- (a) it will, at its cost, maintain the Permanent Bund and/or Land Shaping, to Melbourne Water's satisfaction, for a period of 12 months after the completion of the construction of the final

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stage of the Permanent Bund or Land Shaping to Melbourne Water's satisfaction; and

- (b) it will not cause or permit, any interference with the Permanent Bund which may affect the capacity of the bund to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within the Site from entering the Greenvale Reservoir; and
- (c) prior to the expiry of the maintenance period described in paragraph (a) above, it will have vested in Melbourne Water as a reserve such part/s of the Site on which the Permanent Bund (or relevant part of the Permanent Bund) is located. Such reserve will be sufficiently broad to allow vehicle access to the Permanent Bund along its entire length and will be vested in Melbourne Water pursuant to section 24(2)(a) of the *Subdivision Act 1988* by the registration of a plan or plans of subdivision showing the reserve.

**3.3 Approvals**

- 3.3.1 Peet expressly covenants and agrees that prior to the commencement of any development or works on the Site, it will obtain, at its own expense, all necessary approvals and consents under any relevant Act, Regulation or the Scheme.
- 3.3.2 The parties agree and acknowledge that any approval or consent given under this Agreement is given in addition to and is not intended to be a substitute for any consent or approval required under clause 3.3.1.

**3.4 Security**

- 3.4.1 Within 7 days after the execution of this Agreement, Peet must provide an unconditional undertaking in a form acceptable to Melbourne Water from a financial institution approved by Melbourne Water in the amount of \$4,000.00, for the purpose of securing the due performance of Peet's obligations under clause 3.2.3(a) of this Agreement.
- 3.4.2 Melbourne Water may have immediate recourse to the unconditional undertaking referred to in clause 3.4.1 if it considers that Peet has failed to comply with its obligations under clause 3.2.3(a) without the need for Melbourne Water to:
  - (a) give notice to Peet of its intention to call on the undertaking; or
  - (b) give notice to Peet that it considers that Peet has failed to comply with its obligations under clause 3.2.3(a).
- 3.4.3 If Melbourne Water makes any deduction from the undertaking, Peet must immediately provide a new undertaking in similar form, to reinstate the level of security to that which existed prior to the authorised and reasonable deduction.

### 3.5 Development conditions

3.5.1 Peet expressly covenants and agrees that it will ensure that, in respect of the development of all parts of the Site within the Greenvale Reservoir Catchment:

- (a) any surface stormwater infrastructure which drains all or any such land must be designed and constructed to cater for flows from a 1 in 1 million average recurrence interval (ARI) storm event to the satisfaction of Melbourne Water. The system must be gravity based and designed so that stormwater pumps and pondages within the Greenvale Reservoir Catchment will not be required;
- (b) no buildings (excluding fences and walls) or Utility Installations (excluding power transmission services) will be constructed on that part of the Site that is located between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping;
- (c) no part of the Site that is located between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping will be used or developed for any purpose unless Melbourne Water has given prior written approval to the use or development. Melbourne Water may grant such approval subject to conditions designed to ensure that protective measures are implemented to prevent stormwater, or other water or effluent, from the relevant part of the Site from entering the Greenvale Reservoir and to protect the quality of water entering the Greenvale Reservoir;
- (d) all sewers are constructed with gravity flow and that no emergency relief structure will be located within the Greenvale Reservoir Catchment;
- (e) all sewage systems are to be:
  - (1) constructed of plastic pipes with fully welded joints or a suitable alternative to Melbourne Water's satisfaction having regard to the views of Yarra Valley Water Limited; and
  - (2) otherwise designed, constructed and sited to the satisfaction of Melbourne Water having regard to the estimation of the 1 in 1 million average recurrence interval (ARI) storm event;
- (f) all residential or other development within the Greenvale Reservoir Catchment is connected to a reticulated sewage system and no septic tanks or similar onsite wastewater treatment systems are used within the Greenvale Reservoir Catchment.

3.5.2 For the purposes of clause 3.5.1, the parties acknowledge and agree that on completion of E14, E14 will form the eastern boundary of the Greenvale Reservoir Catchment, and that any use or development of any part of the Site that lies to the east of the completed E14 will not be subject to the conditions set out in clause 3.5.1.

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### **3.6 Gifting of Melbourne Water Land A and Melbourne Water Land B**

- 3.6.1 Peet expressly covenants and agrees that it will gift the Melbourne Water Land A to Melbourne Water free of charge prior to or as part of the issue of a statement of compliance for any subdivision of any part of the Thomas Land to the west of the proposed location of E14.
- 3.6.2 Peet expressly covenants and agrees that, subject to clause 3.8 of this Agreement, it will gift the Melbourne Water Land B to Melbourne Water free of charge prior to or as part of the issue of a statement of compliance for any subdivision of:
- (a) any part of the RANAD Land within the Greenvale Reservoir Catchment as agreed with Melbourne Water, if E14 has not yet been constructed at the time of the subdivision; or
  - (b) any part of the RANAD Land to the west of E14, if E14 has been constructed at the time of the subdivision.
- 3.6.3 Peet will gift the Melbourne Water Land A to Melbourne Water by showing the land as a "Drainage Reserve for Water Supply Purposes" in favour of Melbourne Water on the plan of subdivision in respect of which a statement of compliance referred to in clause 3.6.1 is sought.
- 3.6.4 Peet will gift the Melbourne Water Land B to Melbourne Water by showing the land as a "Drainage Reserve for Water Supply Purposes" in favour of Melbourne Water on the plan of subdivision in respect of which a statement of compliance referred to in clause 3.6.2 is sought.
- 3.6.5 Peet covenants and agrees that it is responsible for preparing all necessary documentation to effect the gifting as required by this clause 3.6.

### **3.7 Fencing of the Melbourne Water Land A and Melbourne Water Land B**

- 3.7.1 Subject to clause 3.7.2, Peet expressly covenants and agrees that:
- (a) prior to the gifting of the Melbourne Water Land A to Melbourne Water in accordance with clause 3.6.3, it will construct a 1.8 meter high rabbit proof security fence on the boundary between the Melbourne Water Land A and the Site, to Melbourne Water's satisfaction; and
  - (b) prior to the gifting of the Melbourne Water Land B to Melbourne Water in accordance with clause 3.6.4, it will construct a 1.8 meter high rabbit proof security fence on the boundary between the Melbourne Water Land B and the Site, to Melbourne Water's satisfaction; and
  - (c) it will maintain such fences for a period of 3 months after they are constructed, to Melbourne Water's satisfaction.
- 3.7.2 Melbourne Water expressly covenants and agrees that:
- (a) it will pay to Peet 50% of the cost of constructing the fences with the specifications described in clauses 3.7.1(a) and

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3.7.1(b), within 28 days of the construction of any such fence and after receiving a tax invoice for such cost from Peet;

- (b) Peet may request Melbourne Water's approval to vary the specifications described in clauses 3.7.1(a) and 3.7.1(b), and Melbourne Water will not unreasonably withhold its approval to any such variation, provided that any approval by Melbourne Water of any such variation will not affect Melbourne Water's obligations under paragraph (a) to meet 50% of the cost of constructing fences with the specifications described in clauses 3.7.1(a) and 3.7.1(b).

**3.8 Environmental assessment of the RANAD Land**

3.8.1 Prior to the gifting of the Melbourne Water Land B to Melbourne Water pursuant to clause 3.6 above, Peet will conduct an environmental assessment (including a groundwater assessment) to Melbourne Water's satisfaction of the Melbourne Water Land B to ascertain:

- (a) whether the Melbourne Water Land B is contaminated, and if so to what extent; and
- (b) whether any remediation or on-going management or monitoring is required in relation to any such contamination.

3.8.2 If the environmental assessment conducted under clause 3.8.1 indicates that there is contamination present on the Melbourne Water Land B that requires remediation or on-going management or monitoring, Melbourne Water will be entitled to refuse to accept the gift of the Melbourne Water Land B from Peet pursuant to clauses 3.6.2 and 3.6.4 above, unless and until Peet remediates the contamination at its cost in accordance with the recommendations of the environmental assessment and to Melbourne Water's satisfaction, and/or Peet and Melbourne Water have entered into a further agreement to Melbourne Water's satisfaction which deals with responsibility for the on-going management or monitoring recommended by the environmental assessment.

**3.9 Registration of this Agreement**

Peet expressly covenants and agrees that it will not commence any works or development of any part of the Site until this Agreement is registered on the certificates of title for the Site in accordance with clause 13 of this Agreement.

**4 PEET'S AND HUME'S OBLIGATIONS TO MELBOURNE WATER**

Peet expressly covenants and agrees that it will consult with Melbourne Water in relation to any planning scheme amendment prepared in relation to any part of the Site, and that it will keep Melbourne Water informed of the progress of any such amendment, and take into account, and give effect to, Melbourne Water's reasonable requirements in respect of any such amendment.

**5 MELBOURNE WATER ACKNOWLEDGMENT**

Melbourne Water agrees in principle to Peet planting and, if required, maintaining native vegetation, at Peet's cost, on either or both of Melbourne Water Land A or Melbourne Water Land B in satisfaction of Peet's obligations under "Victoria's Native Vegetation

Management – A Framework for Action" provided that the parties enter into a further agreement which deals, without limitation, with:

- 5.1 the location of planting allowed;
- 5.2 the type of planting allowed;
- 5.3 when and how planting is to take place;
- 5.4 the maintenance responsibility for the planting (this may involve Melbourne Water maintaining the planting at Peet's cost); and
- 5.5 Peet's access to either or both of Melbourne Water Land A or Melbourne Water Land B to enable it to carry out any authorised planting or maintenance.

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**6 INDEMNITY AND RELEASE**

Peet agrees not to make any claim for damages or loss of any kind against Melbourne Water or Hume, or their respective officers, employees, agents and contractors as a result of anything permitted by or done in accordance with this Agreement. Peet agrees to hold harmless and keep Melbourne Water or Hume, or their respective officers, employees, agents and contractors indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such demand or injury in respect of any suit, action, proceeding, judgment or claim including any claim in negligence or arising from a personal injury.

**7 DEFAULT**

If Peet fails to comply with the provisions of this Agreement, Melbourne Water or Hume may serve a notice on Peet specifying the works, matters and things in respect of which Peet is in default. If the alleged default continues for 30 days after the service of such notice, Melbourne Water or Hume, as the case may be, may by its officers, employees, agents and contractors enter the Site and ensure that the works, matters and things are carried out. The costs incurred by Melbourne Water or Hume in undertaking the works as a result of Peet's default will constitute a debt due and payable and must be paid by Peet on demand.

**8 DUTY**

Should any duty be lawfully payable on the transfer or vesting of the Melbourne Water Land A or the Melbourne Water Land B from Peet to Melbourne Water, Peet agrees to indemnify Melbourne Water in respect of any such obligation or payment.

**9 COSTS**

Peet will pay Melbourne Water's and Hume's reasonable costs in relation to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are, and until paid will remain, a debt due to Melbourne Water, or Hume, as the case may be.

**10 LICENCE**

Peet grants Melbourne Water and Hume a licence to enter upon any part of the Site for any purpose required to give effect to, or assess compliance with, this Agreement, provided Melbourne Water or Hume, as the case may be, has first given Peet no less than 48 hours notice in writing of its intention to enter.

**11 ACKNOWLEDGMENTS BY MELBOURNE WATER AND HUME**

Hume, Melbourne Water and Peet have agreed that in order to satisfy the requirement to protect the Greenvale Reservoir and to allow development of the Site, Melbourne Water Land A and Melbourne Water Land B will be given free of consideration to Melbourne Water by Peet adopting the procedures set out in clause 3.6. All parties acknowledge that the requirement for land to be gifted is therefore satisfied.

**12 PEET'S WARRANTIES AND COVENANTS**

Peet warrants and covenants with Hume and Melbourne Water:

- 12.1 that there are no mortgages, liens, charges, easements or other encumbrances or rights inherent in any other person affecting the Site not disclosed by the usual searches since Peet has become entitled to be registered as the proprietor of the Site;
- 12.2 to the best of Peet's knowledge, the Site or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958*;
- 12.3 Peet agrees to enter into agreement/s with Hume to comply with those requirements described in Recital D which are not addressed by clause 3.6 of this Agreement.

**13 REGISTRATION OF AGREEMENT**

- 13.1 Peet will consent to Hume making application to the Registrar of Titles to make a recording of this Agreement in the Register on the certificate of title of the Site in accordance with section 181 of the Act and do all things necessary to enable Hume to do so, including signing any further agreement, acknowledgement or document, or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.
- 13.2 Without limiting the operation or effect which this Agreement has, Peet must ensure that until such time as a Memorandum of this Agreement is registered on the title/s to the Site, successors in title shall be required to:
  - 13.2.1 give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
  - 13.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of Peet appears in addition to or in lieu of the name of Peet.

**14 NOTIFICATION TO SUCCESSORS IN TITLE**

Peet will not sell, transfer, assign or otherwise part with possession of the Site or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.

**15 OBLIGATIONS TO RUN WITH THE SITE**

The parties acknowledge and agree that this Agreement is made pursuant to section 173 of the Act and during the period of this Agreement the obligations imposed on Peet are

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conditions on which the Site may be used or developed and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Site and every part of the Site and bind Peet, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Site and every part of the Site.

**16 PEET MAY APPLY FOR PLANNING PERMISSION**

- 16.1 Subject to Peet's compliance with this Agreement, the parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of Peet to make any application under the Scheme for permission to use and develop the Site or for an amendment to the Scheme insofar as it may affect the Site or to prevent or constrain Hume from considering and determining any such application in accordance with the requirements of the Scheme and the Act.
- 16.2 The parties acknowledge and agree that this Agreement, and in particular the gifting of the Melbourne Water Land A and the Melbourne Water Land B to Melbourne Water in accordance with clause 3.6, will not and is not intended to convey any rights for Peet to use or develop the Site or any part thereof otherwise than in accordance with the Scheme or any planning permit issued pursuant to the Scheme or any amendment to the Scheme adopted and approved in accordance with the Act.

**17 NO FETTERING OF MELBOURNE WATER'S OR HUME'S POWERS**

Except as otherwise provided or implied by or under this Agreement, the parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Melbourne Water or Hume to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision or any planning scheme amendment relating to the Site, or relating to any use or development of the Site.

**18 NO WAIVER**

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

**19 PROGRESSIVE RELEASE FROM AGREEMENT**

- 19.1 Subject to paragraph 19.2, whenever Hume has issued a statement of compliance in respect of any subdivision of any part of the Site, provided that Peet's obligations under this Agreement in respect of that part of the Site have been fulfilled to Melbourne Water's and Hume's satisfaction, Hume must, at Peet's cost, within 28 days of being requested by Peet, after consulting with Melbourne Water, provide to Peet or its nominee a registrable form of notice of withdrawal of registration of this Agreement against the title or titles to the relevant part or parts of the Site to enable Peet to lodge such notice or application in the Land Registry pursuant to section 183 of the Act.
- 19.2 The parties acknowledge and agree that the Agreement will continue to run with and burden that part of the Site that lies between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping unless Hume and Melbourne Water agree otherwise.

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**20 SERVICE**

- 20.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
  - 20.1.1 by delivering it personally to that party;
  - 20.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
  - 20.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
- 20.2 A notice or other communication is deemed served:
  - 20.2.1 if delivered, on the next following business day;
  - 20.2.2 if posted, on the expiration of two business days after the date of posting; or
  - 20.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

**21 DISPUTE RESOLUTION**

- 21.1 In the event of there being any dispute between the parties arising out of this Agreement relating to whether or not a matter is to be done to the satisfaction of Hume as the responsible authority, or the satisfaction of Melbourne Water, the parties agree that such dispute shall be referred, unless otherwise resolved, to the Victorian Civil and Administrative Tribunal pursuant to section 149 of the Act.

**EXECUTED** as a deed.

THE COMMON SEAL of HUME CITY COUNCIL was here to affixed on the

in the presence of:

Councillor

Chief Executive Officer



**AE330131M**



15

THE COMMON SEAL of PEET & COMPANY LTD ACN 008 665 834 was affixed in the presence of authorised persons:

)  
)  
)  
)  
)



[Signature]  
Director

WARNICK HEMSLEY  
Full name

3 SUTCLIFFE ST, DALKEITH WA  
Usual address

[Signature]  
\*Director/secretary \*Delete whichever is inapplicable

Dom Scarratt  
Full name

11 Santalum Rt, Canning Vale WA 6155  
Usual address

THE COMMON SEAL of PEET GREENVALE NO. 2 LIMITED ACN 100 290 677 was affixed in the presence of authorised persons:

)  
)  
)  
)  
)



[Signature]  
Director

WARNICK HEMSLEY  
Full name

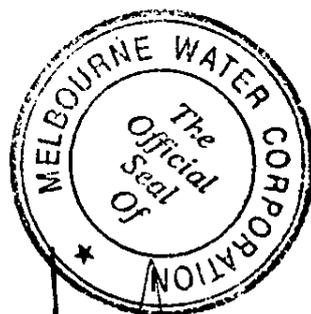
3 SUTCLIFFE ST, DALKEITH WA  
Usual address

[Signature]  
\*Director/secretary \*Delete whichever is inapplicable

Dom Scarratt  
Full name

11 Santalum Rt Canning Vale WA 6155  
Usual address

THE OFFICIAL SEAL of MELBOURNE WATER CORPORATION, the fixing of which was witnessed by:



[Signature]  
Signature of director

[Signature]  
Signature of secretary 16.11.05

Rob Skinner  
Name

JANE DENTON  
Name

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**SCHEDULE 1**

**Plan of the Site**

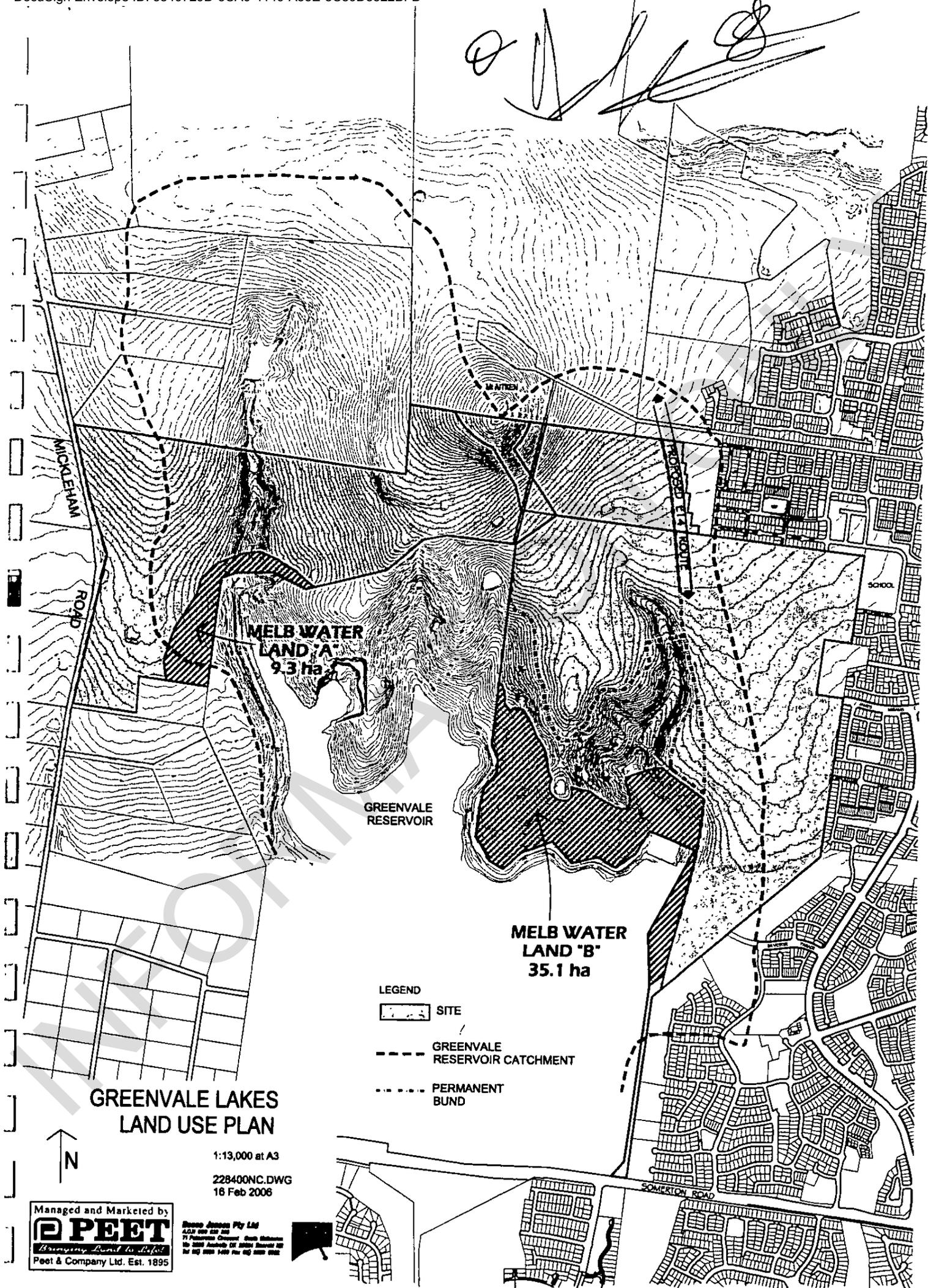
INFORMATION ONLY

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### GREENVALE LAKES LAND USE PLAN

1:13,000 at A3  
228400NC.DWG  
18 Feb 2006

- LEGEND**
-  SITE
  -  GREENVALE RESERVOIR CATCHMENT
  -  PERMANENT BUND

Managed and Marketed by  
**PEET**  
*Planning Built to Last*  
Peet & Company Ltd. Est. 1895

Greene Jackson Pty Ltd  
A/CN 100 020 200  
71 Pittwater Circuit, South Brisbane  
QLD 4008 Australia Tel: (07) 3592 1000 Fax: (07) 3592 1000



**SCHEDULE 2**

**Mortgagee's Consent**

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB636350U (Thomas Land) and as Mortgagee of registered mortgage No. AC262897X (RANAD Land) consents to Peet entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited  
by its Attorney Rachelle Anne Lewis

under Power of Attorney dated 28th February 1991 (who states that he/she holds the position in the bank indicated under his / her signature) in the presence of:

Rachelle Anne Lewis  
Signature of Attorney

Bank Manger  
Position

[Signature]  
Signature of Witness

JOHN RUSSELL POWELL  
Name of Witness

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03/05/2006 \$92.30 173



Macpherson+Kelley Lawyers Pty Ltd  
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114 William St  
Melbourne Victoria 3000  
Facsimile 03 8615 9999  
DX 174 Melbourne

**KEEP**



**PLEASE REPLY TO MELBOURNE OFFICE**

The Registrar  
Land Victoria  
570 Bourke Street  
MELBOURNE VIC 3000

DATE: 5 April, 2006  
YOUR REF:  
OUR REF: CLT:158346  
DIRECT DIAL: 9794 2504  
DIRECT FAX: 8615 9999  
EMAIL: carolyn.telfer@mk.com.au

Dear Sir/Madam

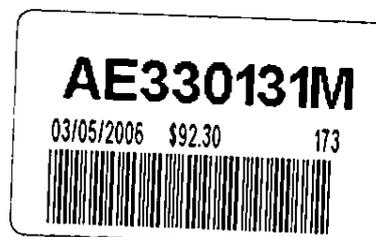
**SECTION 173 AGREEMENT - PEET & COMPANY, PEET GREENVALE NO. 2 LTD,  
HUME CITY COUNCIL & MELBOURNE WATER**

We act on behalf of Peet & Company Limited and Peet Greenvale No. 2 Ltd, the registered proprietor of the land contained in Certificates of Title Volume 10890 Folio 002 and Volume 10750 Folio 343 and the controlling party of dealing numbers PS532354V and AE211640E.

We advise we consent to Phillips Fox, Current Practitioners for Hume City Council, lodging Section 181 Application and the Section 173 Agreement as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours faithfully

**Macpherson + Kelley**  
Current Practitioner for the Registered Proprietor



# KEEP

Our ref: LMH:KNP:0375799

3 May 2006

The Registrar  
Land Victoria  
570 Bourke Street  
MELBOURNE VIC 3000  
**By hand**

140 William Street  
Melbourne VIC 3000  
PO Box 4301PP  
Melbourne VIC 3001  
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DX 147 Melbourne  
Tel +61 3 9274 5000  
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Adelaide  
Brisbane  
Canberra  
Melbourne  
Perth  
Sydney  
Auckland  
Wellington  
Hanoi  
Ho Chi Minh City

Dear Registrar

**Greenvale Lakes**  
**Section 173 Agreement - Peet & Company, Peet Greenvale No.2 Ltd, Hume City Council and Melbourne Water**

I refer to the letter from Macpherson & Kelley Lawyers to you dated 5 April 2006 in relation to this matter.

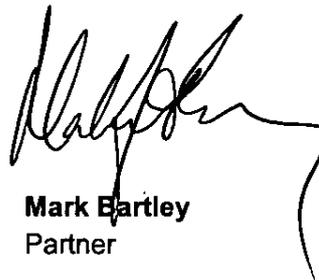
I confirm that I act on behalf of Hume City Council.

I request that the section 181 application and the section 173 agreement concerning land contained in Certificate of Title Volume 10890 Folio 002 and Certificate of title Volume 10750 Folio 343 be lodged with the titles office as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours sincerely



**Kim Piskuric**  
Solicitor  
Direct +61 3 9274 5351  
Email kim.piskuric@phillipsfox.com



**Mark Bartley**  
Partner

**AE330131M**

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# Application by Hume City Council for Recording of an Agreement

Section 181(1) Planning and Environment Act 1987

**AF988797X**

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**Lodged by:** DLA Phillips Fox

**Name:** Karina Shpigel

**Phone:** 9274 5557

**Address:** 140 William Street Melbourne

**Ref:** MWB:KZS: 0445120

**Customer Code:** 1390B

Hume City Council having made an agreement requires a recording to be made in the Register for the land.

**Land:** (volume and folio reference, if only part define the part)

Volume 11076 Folio 319 and Volume 10861 Folio 822

**Authority or Council:** (name and address including postcode)

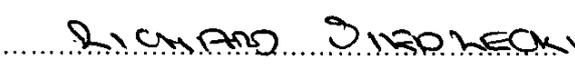
Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria

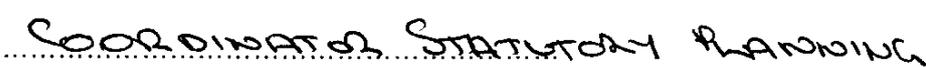
**Section and Act under which agreement is made:**

Section 173 of the *Planning & Environment Act 1987*

A copy of this agreement is attached to this application.

**Signed:** 

**Name of Officer:** 

**Office Held:** 

**Date:** 

**Agreement Under Section 173  
of the Planning and Environment Act 1987**

**Hume City Council**

**Peet Greenvale No. 2 Pty Limited**

Greenvale Lakes East, Somerton Road, Greenvale

**AF988797X**

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**MILLS OAKLEY LAWYERS**

Level 4, 121 William Street,  
MELBOURNE VIC 3000

AUSDOC DX: 558

Tel: 9670 9111

Fax: 9605 0933

email: [dga@millsoakley.com.au](mailto:dga@millsoakley.com.au)

Ref: DGA:2099257

Version 8: 16/6/2008

Agreement under section 173 of the Planning and Environment Act 1987

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Agreement under section 173 of the Planning and Environment Act 1987

THIS AGREEMENT is made the 9<sup>th</sup> day of July 2008

BETWEEN:

HUME CITY COUNCIL of 1079 Pascoe Vale Road, Broadmeadows, Victoria [Council]

of the First Part

-and-

PEET GREENVALE NO. 2 PTY LIMITED (ACN 100 290 677) of Level 1, 436 St. Kilda Road, Melbourne, Victoria

[Owner]

of the Second Part

WHEREAS

- A The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B The Owner is the registered proprietor of the Subject Land.
- C The Owner has requested the Council to rezone part of the Subject Land so that it becomes included within a Comprehensive Development Zone and accompanying Schedule and has applied to it an Environmental Audit Overlay and Development Plan Overlay and accompanying Schedule.
- D Pursuant to Section 9 (2) of the Act the Minister for Planning has authorised the Council to prepare and exhibit Amendment C75 to the Hume Planning Scheme.
- E Council and the Owner enter into this agreement under Section 173 of the *Planning and Environment Act 1987* to provide for the satisfactory provision of Developer Contributions arising from development of the Subject Land.
- F The Parties enter into this Agreement:
  - to provide for the satisfactory provision of Developer Contributions arising from the development of the Subject Land; and
  - to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**THE PARTIES AGREE**

**1 DEFINITIONS**

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

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

- 1.1 the "Act" means the Planning and Environment Act 1987 (Vic).
- 1.2 this "Agreement" means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "Authorised Lots" means:
- 1.3.1 Lot 400 in relation to Clause 3.2 and 3.16;
  - 1.3.2 Lot 625 in relation to Clause 3.3;
  - 1.3.3 Lot 455 in relation to Clause 3.8 and 3.9;
  - 1.3.4 Lot 550 in relation to Clause 3.10; and
  - 1.3.5 Lot 200 in relation to Clause 3.14;
- 1.4 the "Building Cost Index" means the building cost index for Melbourne published periodically in Rawlinson's Australian Construction Handbook or, in the event of it no longer being published, in a similar type of publication which contains details of the fluctuations in building costs in Melbourne, Victoria.
- 1.5 the "Bank Guarantee" means an unconditional bank guarantee, issued by a bank with not less than an 'A' rating by Standard and Poors in favor of Council.
- 1.6 "Council" means Hume City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.7 the "Community Hub Land" means a parcel of land having an area of 3000 square metres provided on the Subject Land in the approximate position shown on the Plan annexed to Schedule 3 to this Agreement.
- 1.8 "Developer Contributions" means the Owner's obligations in relation to the provision of:
- 1.8.1 the District Active Sporting Reserve;
  - 1.8.2 the E-14 Land;
  - 1.8.3 the E14 Works;
  - 1.8.4 the James Mirrams Drive Land;
  - 1.8.5 the James Mirrams Drive Works;
  - 1.8.6 the Neighbourhood Park;
  - 1.8.7 the Neighbourhood Park Works; and
  - 1.8.8 the Schedule 1 Contributions

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

or substitute cash contributions as set out in this Agreement.

- 1.9 the "**District Active Sporting Reserve**" means a contiguous public park of 10.25 hectares provided on the Subject Land in the approximate position shown on the Plan annexed to Schedule 3 to this Agreement.
- 1.10 "**E14 Land**" means that part of the Subject Land to be vested in Council for the purpose of a road and shown in the approximate position on the Plan annexed to Schedule 3 to this Agreement including a road reservation which is not less than 46 metres wide along an alignment within the Subject Land which is approximate to the position of the E14 Land shown on the Plan annexed to Schedule 3 to this Agreement and which extends between the northern and southern boundaries of the Subject Land.
- 1.11 the "**E14 Works**" means the full construction of the two lanes of a two way dual lane road on the E14 Land to Council's satisfaction and to primary arterial road standard and in accordance with the detailed design to be approved by Council pursuant to Clause 3. The E14 Works will be constructed on that part of the E14 Land which is shaded grey on the Plan annexed to Schedule 3 to this Agreement and it is intended that the E14 Works to be provided by the Owner will form the first half of a duplicated primary arterial road, with the second half to be constructed by other parties.
- 1.12 The "**James Mirrams Drive Land**" means the strip of the Subject Land in the approximate position shown on the Plan annexed to Schedule 3 to this Agreement, including a road reservation which is not less than 32 metres wide along an alignment within the Subject Land which is approximate to the position of the James Mirrams Drive Land shown on the Plan annexed to Schedule 3 to this Agreement and which extends between the eastern and western boundaries of the Subject Land.
- 1.13 The "**James Mirrams Drive Works**" means the full construction of a two way single carriageway road to secondary arterial road standard in accordance with the detailed design approved by Council pursuant to Clause 3.15.
- 1.14 "**Lot**" means a lot created from the Subject Land; and includes
- 1.14.1 any proposed lot to be created by a plan of subdivision relating to the Subject Land, and
  - 1.14.2 each residential dwelling constructed on a lot created from the Subject Land in any retirement living area or similar development area on the Subject Land
- but does not include any Superlot unless it is used for residential purposes as part of the retirement living area or similar development area on the Subject Land .
- 1.15 the "**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 thereof.

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

- 1.16 the "**Neighbourhood Park**" means a contiguous public park of 1 hectare provided on the Subject Land in the approximate position shown on the Plan annexed to Schedule 3 to this Agreement.
- 1.17 the "**Neighbourhood Park Works**" means the works services and facilities approved by Council listed under Schedule 2 to this Agreement to be provided on the Neighbourhood Park.
- 1.18 the "**Owner**" means the registered proprietor of the Subject Land its assigns, transferees and registered proprietors registered by the Registrar of Titles as Mortgagee of the Subject Land or any part thereof.
- 1.19 the "**Planning Scheme**" means the Hume Planning Scheme.
- 1.20 the "**Schedule 1 Contributions**" means the payments to be made by the Owner to Council set out in Schedule 1 to this Agreement, indexed annually from the date of this Agreement in accordance with movements in the Building Cost Index.
- 1.21 "**Statement of Compliance**" means the Statement of Compliance issued by the Council in relation to any planning permit granted to the Owner which allows the subdivision or development of the Subject Land or any part of it.
- 1.22 the "**Subject Land**" means that part of 400 Somerton Road, Greenvale as shown in the Plan annexed to Schedule 3 to this Agreement, being the land contained in Certificate of Titles Volume 11076 Folio 319 and Volume 10861 Folio 822. 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.
- 1.23 "**Superlot**" means a Lot created or proposed to be created from the Subject Land that is identified as a superlot on a plan of subdivision and that is intended to be subdivided into further Lots.
- 1.24 the "**Tribunal**" means the Victorian Civil and Administrative Tribunal established under the *Victorian Civil and Administrative Tribunal Act 1988*.

## 2 INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular means the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation and other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

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Agreement under section 173 of the Planning and Environment Act 1987

- 2.5 A word or expression used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act or the Planning Scheme it has the meaning as defined in the Act or the Planning Scheme. If defined in both the Act and the Planning Scheme it has the meaning as defined in the Planning Scheme.
- 2.6 Any reference to an Act, Regulation or the Planning Scheme includes any Acts Regulations or amendments amending, consolidation or replacing the Act Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run to law and equity with the Subject Land provided that if the Subject land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3 SPECIFIC OBLIGATIONS OF THE OWNER**

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**Schedule 1 Contributions**

- 3.1 The Owner must pay to Council the Schedule 1 Contributions prior to the issue of a Statement of Compliance in respect of the 1<sup>st</sup> and every subsequent Lot to be created from the Subject Land.

**Community Hub Land**

- 3.2 The Owner must transfer to Council the Community Hub Land prior to the issue of a Statement of Compliance in respect of the 400th Lot to be created from the Subject Land.

**Neighbourhood Park and Works**

- 3.3 The Owner must:
  - 3.3.1 transfer the Neighbourhood Park to Council; and
  - 3.3.2 construct the Neighbourhood Park Works, or with Council's written consent provide Council with a cash payment in lieu of fully completing or undertaking the Neighbourhood Park Works

prior to the issue of a Statement of Compliance in respect of the 625<sup>th</sup> Lot to be created from the Subject Land:
- 3.4 Prior to commencing the Neighbourhood Park Works, the Owner must obtain Council's written approval of all plans and specifications relating to those works and

Agreement under section 173 of the Planning and Environment Act 1987

must obtain any other permit required under the Planning Scheme or other approval, consent or permission required by any other law

3.5 The Owner must complete the Neighbourhood Park Works to the reasonable satisfaction of Council.

3.6 Council may grant an extension of time for the completion of the Neighbourhood Park Works subject to the Owner providing a Bank Guarantee to Council in accordance with Clause 3.7.

3.7 The Bank Guarantee referred to in Clause 3.6 will be subject to the following terms:

3.7.1 The Bank Guarantee must be to Council's satisfaction acting at all times reasonably and in good faith.

3.7.2 The Bank Guarantee must be for an amount equal to or greater than 100% of the cost of undertaking the Neighbourhood Park Works that have not been completed in accordance with this Agreement.

3.7.3 If the Neighbourhood Park Works are not completed by the expiry of any extended time period set in accordance with Clause 3.6 of this Agreement, Council is entitled to convert and have recourse to the Bank Guarantee and use the funds to complete the Neighbourhood Park Works without further notice.

3.7.4 If the Owner completes the Neighbourhood Park Works to the satisfaction of Council, then Council will return the Bank Guarantee to the Owner.

3.7.5 Council will be entitled to use the Bank Guarantee in accordance with this Clause 3.7 regardless of whether the Owner remains in control of the development being undertaken on the Subject Land.

**District Active Sporting Reserve**

3.8 The Owner must vest the District Active Sporting Reserve in Council prior to the issue of a Statement of Compliance in respect of the 455<sup>th</sup> Lot to be created from the Subject Land.

**E14 Land and Works**

3.9 The Owner must vest the E14 Land in Council prior to or as part of the issue of a Statement of Compliance in respect of the 455<sup>th</sup> Lot to be created from the Subject Land.

3.10 Subject to Clause 3.13, the Owner must commence the E14 Works by no later than 1 July 2014 and complete those works prior to Council issuing a Statement of Compliance in respect of the 550<sup>th</sup> Lot to be created from the Subject Land unless the Council agrees in writing to accepting a cash contribution in substitution to the construction of the E14 works.

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Agreement under section 173 of the Planning and Environment Act 1987

- 3.11 The Owner must submit to Council for its approval design and specification details for the E14 Works by no later than 1 December 2013.
- 3.12 The Owner agrees to design and construct the E14 Works at its own cost and risk.
- 3.13 Notwithstanding Clause 3.10, the Owner is only required to commence the E14 Works at such time as Council or some other person has commenced physical construction of the section of the E14 Road between Somerton Road and Silvester Parade. The intent of this sub-clause being that the Owner's performance of the obligations imposed by sub-clause 3.10 is to be postponed until such time as construction of the section of the E14 road as described in this sub-clause has been physically commenced.

**James Mirram Drive Land and Works**

- 3.14 The Owner must vest James Mirrams Drive Land in Council prior to the issue of a Statement of Compliance in respect of the 200<sup>th</sup> Lot to be created from the Subject Land.
- 3.15 The Owner must submit design and specification details for the James Mirrams Drive Works to Council for approval no later than 1 December 2013.
- 3.16 The Owner must commence the James Mirrams Drive Works by no later than 1 July 2014 and complete those works prior to Council issuing a Statement of Compliance in respect of the 400<sup>th</sup> Lot to be created from the Subject Land
- 3.17 The Owner agrees to design and construct the James Mirrams Drive Works at its own cost and risk.

**4 RELEASE OF ADDITIONAL PERMITTED LOTS**

4.1 Notwithstanding Clauses 3.2, 3.3, 3.8, 3.9, 3.10, 3.14 and 3.16, Council may upon the written request of the Owner, consent in writing to vary the number of Lots constituting the Authorised Lots for the purpose of any part of this Agreement;

4.2 If Council provides its consent under Clause 4.1, the Owner must:

- 4.2.1 transfer to or vest any land in Council;
- 4.2.2 construct any buildings or works; or
- 4.2.3 pay any sum

required under this Agreement, before the issue of a Statement of Compliance for the Authorised Lots as varied pursuant to this Agreement.

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4.3 The Parties agree that: Council may as a condition of its consent under Clause 4.1, require the Owner to provide a Bank Guarantee to secure the Owners performance for those relevant obligations that remain outstanding at the time of the Owner's request .

**5 OBLIGATIONS OF COUNCIL**

5.1 Council agrees that any contributions made by the Owner under this Agreement must be credited for the purpose of any developer contributions that are required under a development contributions plan prepared under a future Development Contributions Plan Overlay introduced into the Planning Scheme and affecting the Subject Land.

5.2 Council agrees that all monetary contributions received from the Owner pursuant to this Agreement will be placed in a separate bank or trust account and applied only for the purpose for which they have been provided.

**6 FURTHER COVENANTS OF THE OWNER**

**Notice and Registration**

6.1 The Owner further covenants and agrees that it will bring this Agreement to the attention of any prospective purchaser, lessee, mortgagee, charge, transferee and assignee.

**Further actions**

6.2 The Owner further covenants and agrees that:

6.2.1 It will do all things necessary to give effect to this Agreement; and

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

**Council's Cost to be Paid**

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

6.4 The Owner further covenants and agrees that it will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental



Agreement under section 173 of the Planning and Environment Act 1987

to the enforcement of this Agreement against it which are and until paid will remain a debt due to Council by the Owner.

**7 AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specific purposes.

**8 OWNER'S WARRANTIES**

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

**9 SUCCESSORS IN TITLE**

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

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

**10 GENERAL MATTERS**

**Notices**

- 10.1 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:
  - 10.1.1 by delivering it personally to that party
  - 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
  - 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

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Agreement under section 173 of the Planning and Environment Act 1987

**Service of Notice**

- 10.2 A notice or other communication is deemed served:
  - 10.2.1 if delivered, on the next following business day;
  - 10.2.2 if posted, on the expiration of 2 business days after the date of posting; or
  - 10.2.3 if sent by facsimile, on the next following business day unless the receiving party have requested retransmission before the end of that business day.

**No Waiver**

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

**Severability**

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

**No Fettering of Council's Powers**

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

**11 COMMENCEMENT OF AGREEMENT**

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

**12 ENDING OF AGREEMENT**

- 12.1 This Agreement ends when the Owner has complied with all obligations imposed on it under this Agreement.
- 12.2 As soon as reasonably practicable after the Agreement has ended Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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Agreement under section 173 of the Planning and Environment Act 1987

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

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 9<sup>th</sup> JULY 2008 in the presence of:



Councillor [Signature]
Chief Executive Officer [Signature]

Executed by PEET GREENVALE NO. 2 LTD Pty Limited by being signed by those persons who are authorised to sign for the Company:



[Signature]
Signature of director

[Signature]
Signature of director/company secretary

ANTHONY LENNON
Name of director (print)

DOMENICO SURGATTA
Name of director/company secretary (print)



Agreement under section 173 of the Planning and Environment Act 1987

**Schedule 1 - Contributions**

Contribution per residential Lot of \$2,603.75 comprised of the following items:

Community Facility (building only)	\$2,127.65
Principal Population Centre Active Sporting Reserves and Recreation Facilities	\$342.90
Library and Learning Centre	\$133.20

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Agreement under section 173 of the Planning and Environment Act 1987

### Schedule 2 - Neighborhood Park Works Specifications

- Site preparation including any necessary earthworks, basic levelling, weed control, topsoil and seeding.
- Provision for following items to the satisfaction of the Responsible Authority :
  - Access for maintenance vehicles
  - Paths
  - Seating
  - Rubbish Bins
  - Shade structures
  - Water – including water tapping
  - Playground equipment
  - Lighting
  - Landscaping
- Provision of such other items as Council may reasonably require.
- Neighbourhood Park Works are to be provided in accordance with plans and specifications submitted to and approved by Council.

**AF988797X**

24/07/2008 \$99.90 173



Agreement under section 173 of the Planning and Environment Act 1987

**Schedule 3 – Greenvale Lakes East, Plan for Development Contribution  
Infrastructure Items**

INFORMATION ONLY

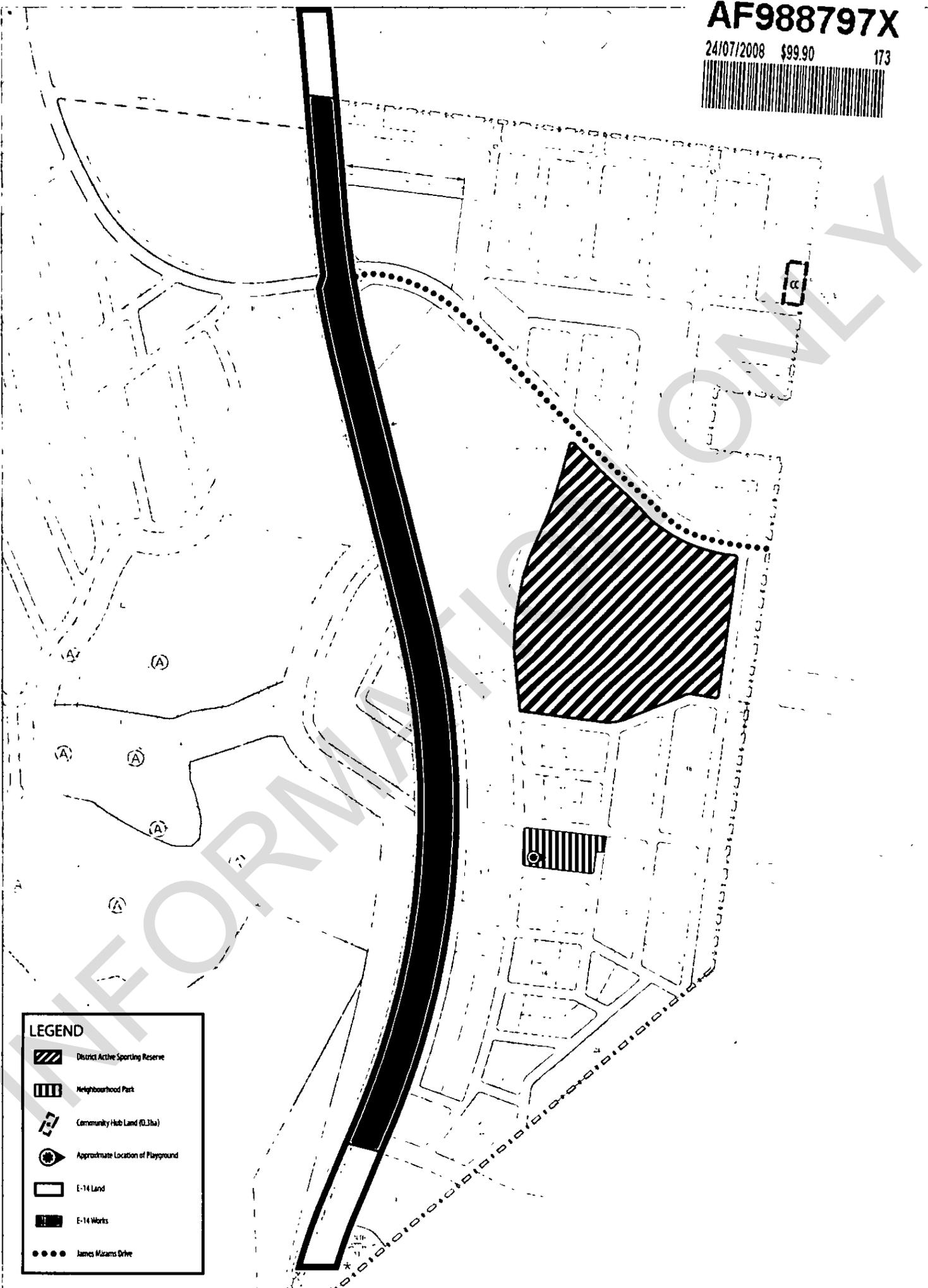
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24/07/2008 \$99.90 173



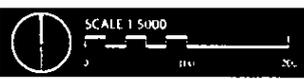
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24/07/2008 \$99.90 173



**LEGEND**

-  District Active Sporting Reserve
-  Neighbourhood Park
-  Community Hub Land (0.3ha)
-  Approximate Location of Playground
-  E-14 Land
-  E-14 Works
-  James Mirams Drive



DEVELOPMENT CONTRIBUTIONS INFRASTRUCTURE ITEMS  
GREENVALE EAST



# Imaged Document Cover Sheet

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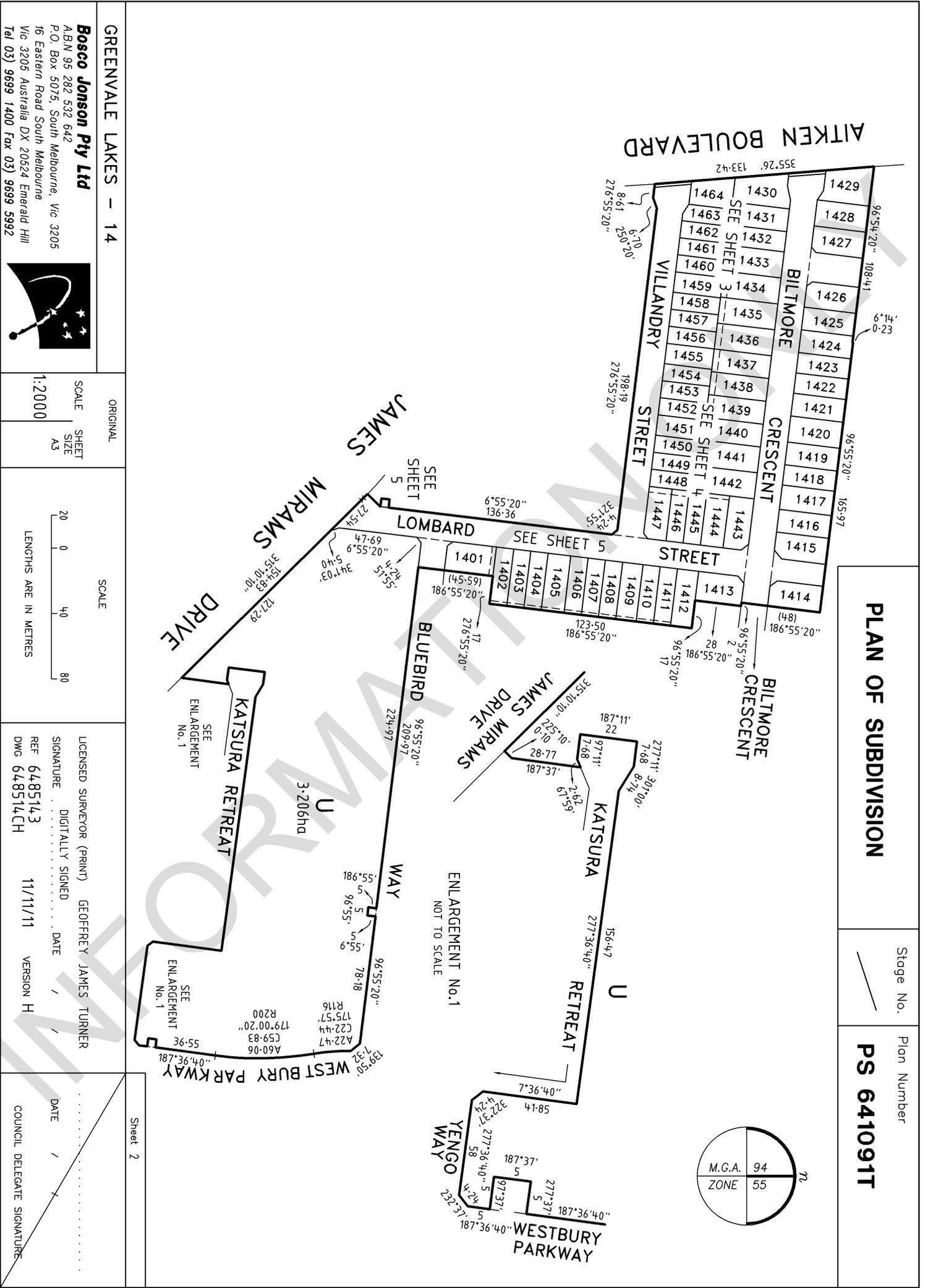
Document Type	<b>Plan</b>
Document Identification	<b>PS641091T</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>28/09/2023 13:25</b>

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<b>PLAN OF SUBDIVISION</b>		Stage No. <hr/>	LRS use only <b>EDITION 1</b>	Plan Number <b>PS 641091T</b>								
Location of Land Parish: YUROKE  Township: - Section: 14 (PART) Crown Allotment: - Crown Portion: U & V (PARTS), SECTION 13 Title Reference: VOL 11329 FOL 906  Last Plan Reference: PS702803W LOT B  Postal Address: JAMES MIRAMS DRIVE (at time of subdivision) GREENVALE 3059  MGA Co-ordinates E 316100 Zone: 55 (of approx. centre of land in plan) N 5834750		<b>Council Certification and Endorsement</b> Council Name: HUME CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage.....  Council Delegate Council Seal Date / /  Re-certified under section 11(7) of the Subdivision Act 1988  Council Delegate Council Seal Date / /										
<b>Vesting of Roads and/or Reserves</b>												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td>ROAD R1</td> <td>HUME CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.1</td> <td>HUME CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.2</td> <td>JEMENA ELECTRICITY NETWORKS (VIC) LTD</td> </tr> </table>		Identifier	Council/Body/Person	ROAD R1	HUME CITY COUNCIL	RESERVE No.1	HUME CITY COUNCIL	RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD	<b>Notations</b>		
Identifier	Council/Body/Person											
ROAD R1	HUME CITY COUNCIL											
RESERVE No.1	HUME CITY COUNCIL											
RESERVE No.2	JEMENA ELECTRICITY NETWORKS (VIC) LTD											
		<b>Staging</b> This <del>is</del> /is not a staged subdivision Planning Permit No. P13223										
		<b>Depth Limitation</b> DOES NOT APPLY  TANGENT POINTS ARE SHOWN THUS:   LOTS A TO T (BOTH INCLUSIVE) AND LOTS 1 TO 1400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  LAND SUBDIVIDED (EXCLUDING LOT U) - 4.056ha										
		<b>Survey</b> This plan is/ <del>is not</del> based on survey VIDE PS623484A This survey has been connected to permanent marks no(s) 74, 211, 212, 216 In Proclaimed Survey Area No. - 217, 218, 328, 478										
THIS IS A SPEAR PLAN												
<b>Easement Information</b>												
<b>Legend:</b>		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)										
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of								
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER LIMITED								
<b>LRS use only</b>  Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date 23 / 03 / 2012												
<b>LRS use only</b>  PLAN REGISTERED TIME 6.22 pm DATE 28 / 03 / 2012  <b>Mark Cagdas</b> Assistant Registrar of Titles												
Sheet 1 of 7 sheets												
GREENVALE LAKES - 14 64 LOTS AND BALANCE LOT U  <b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE ..... DIGITALLY SIGNED ..... DATE / / REF 6485143 11/11/11 VERSION H DWG 648514CH										
		DATE / /  COUNCIL DELEGATE SIGNATURE Original sheet size A3										



GREENVALE LAKES - 14

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16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel (03) 9699 1400 Fax (03) 9699 5992



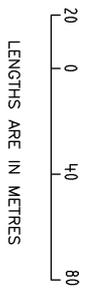
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A3

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DWG 648514CH

Sheet 2

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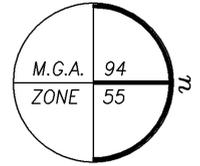
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**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 641091T**



GREENVALE LAKES - 14

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16 Eastern Road South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel (03) 9699 1400 Fax (03) 9699 5992



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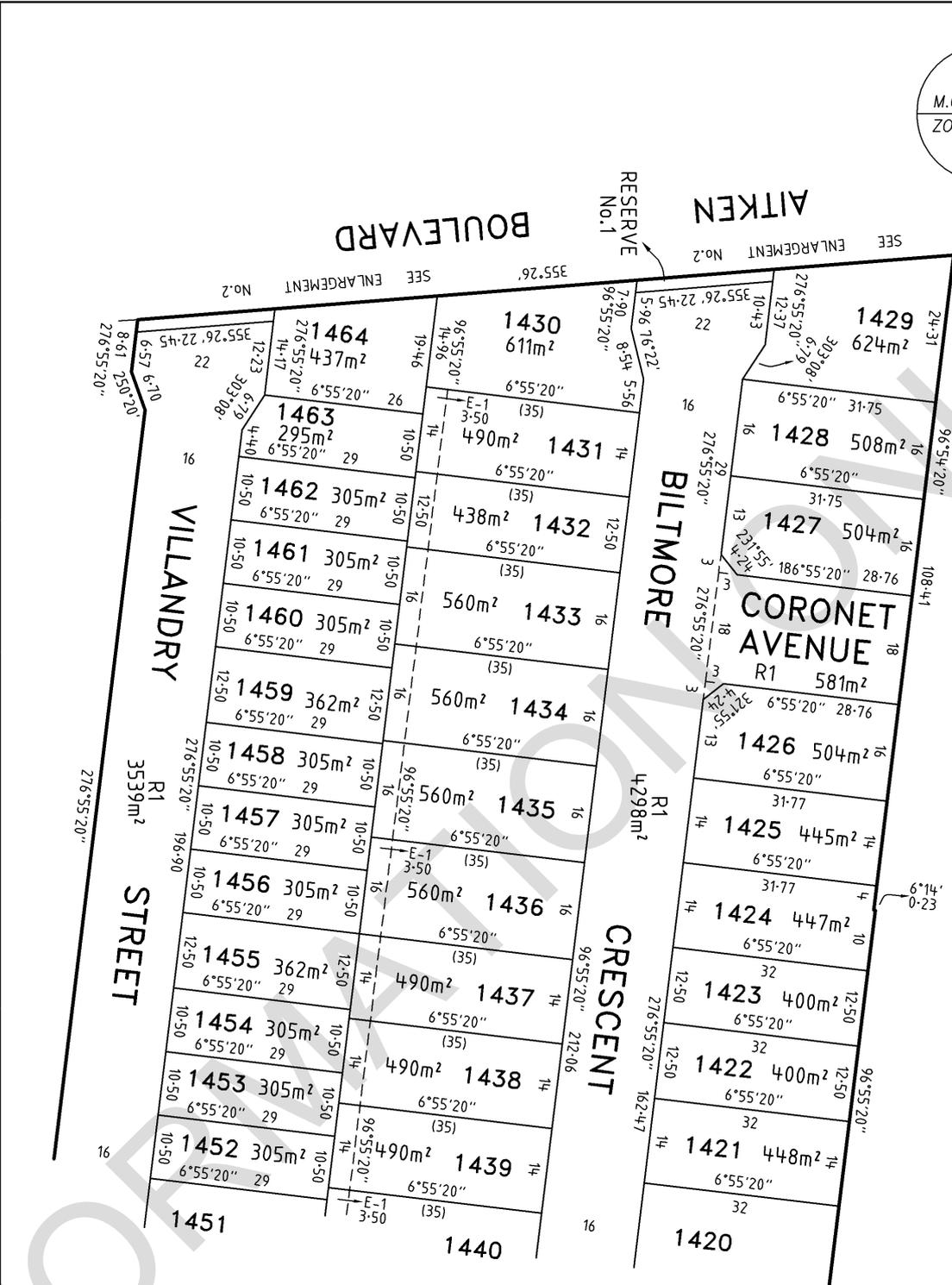
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DWG 648514CH 11/11/11 VERSION H

DATE / /  
COUNCIL DELEGATE SIGNATURE

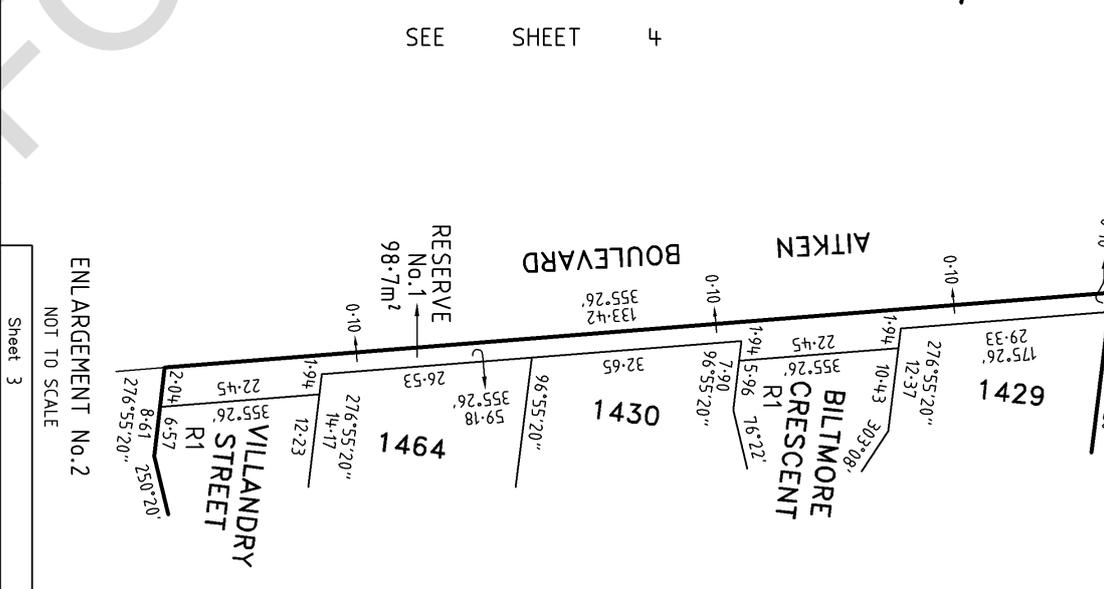


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 641091T



ENLARGEMENT No.2  
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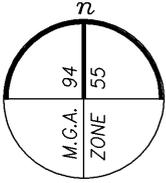
Sheet 3

# PLAN OF SUBDIVISION

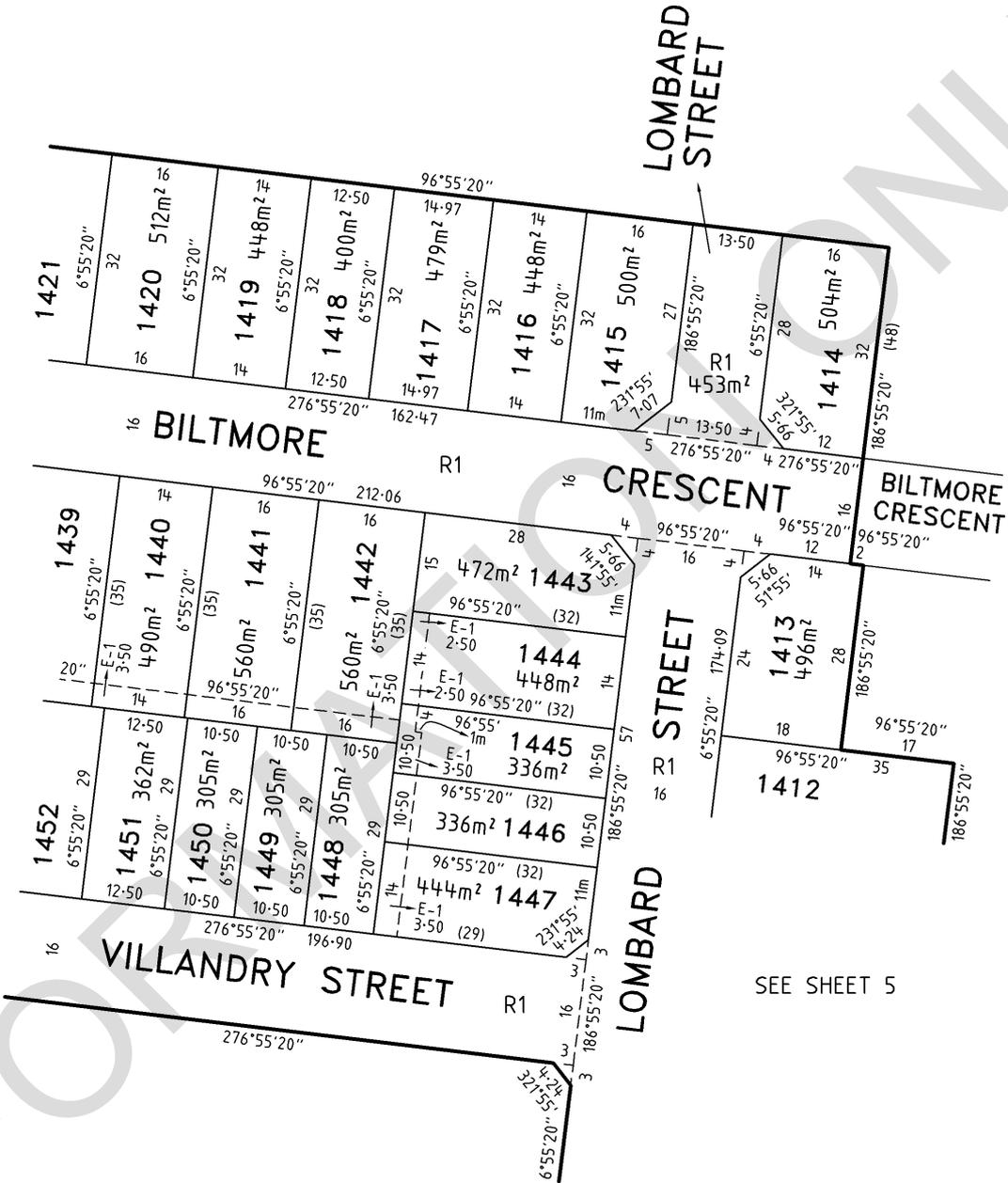
Stage No.

Plan Number

## PS 641091T



SEE SHEET 3



### GREENVALE LAKES - 14

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Sheet 4

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LENGTHS ARE IN METRES

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SIGNATURE DIGITALLY SIGNED DATE / /

REF 6485143 11/11/11 VERSION H  
DWG 648514CH

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width: 50%; margin: 0 auto;"/>	Plan Number <b>PS 641091T</b>
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**CREATION OF RESTRICTION**

The following restriction is to be created upon registration of Plan of Subdivision No. PS641091T (Plan of Subdivision) by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Land to be benefited: Lots 1401 to 1464 (all inclusive) on the Plan of Subdivision  
 Land to be burdened: Lots 1401 to 1464 (all inclusive) on the Plan of Subdivision

**DESCRIPTION OF RESTRICTION**

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

**Subdivision/Consolidation**

- (a) subdivide or allow the Lot to be subdivided.
- (b) consolidate or allow the Lot to be consolidated.

**Primary Dwelling Construction**

- (c) build or allow to be built on the Lot a dwelling that has not been approved by Peet or the Peet Greenvale Lakes Design Review Panel in accordance with the Peet Greenvale Lakes Design Guidelines.
- (d) build or allow to be built on the Lot more than one private dwelling house together with the usual outbuildings.
- (e) build or allow to be built a dwelling house which is not constructed:
  - (i) with any material used in the primary façade comprising more than 80% of the total area of the façade;
  - (ii) with a roof:
    - (1) if pitched, at a pitch of less than 22 degrees;
    - (2) of any material other than colour bonded steel sheeting or tile, slate or shingles;
  - (iii) of a colour not listed in the following table (or a similar colour regardless of whatever product name by which it may be identified); and

Harvest	Pale Eucalypt	Blue Ridge
Dune	Wilderness	Deep Ocean
Riversand	Headland	Ironstone
Cottage Green	Manor Red	Woodland Grey
Shale Grey	Windspray	

Table e(iii) Colour palette for colour bonded steel

- (iv) with a front verandah which has an area of not less than 4 square metres and a dimension of not less than 1.2 metres (unless otherwise expressly provided in these Restrictions) except for a dwelling house on Lots 1401, 1413, 1414, 1415, 1426, 1427, 1429, 1430, 1443, 1447 and 1464 with a minimum of one window visible from the street of an area of not less than 1.62 square metres on the sides of the dwelling house with a road frontage or without both sides of the dwelling house with a road frontage each having a verandah of not less than 3.5 metres in length and not less than 1.2 metres in width which connects with the other verandah.
- (f) on Lots 1401, 1413, 1414, 1415, 1426, 1427, 1429, 1430, 1443, 1447 and 1464, build or allow to be built a dwelling house without an eave overhang of at least 450 millimetres to the entire dwelling house, except where such eave is adjacent to the Lot boundary where a zero tolerance is approved, in which case no overhang is required.
- (g) build or allow to be built a dwelling house or part thereof with exposed stumps.
- (h) allow any external plumbing (waste pipes and fittings but not including down pipes and guttering) to be visible from the street.

**Garage**

- (i) on Lots 1402, 1403, 1404, 1406, 1407, 1408, 1410, 1411, 1445, 1446, 1448, 1449, 1450, 1452, 1453, 1454, 1456, 1457, 1458, 1460, 1461, 1462 and 1463, build or allow to be built a dwelling house which does not simultaneously have constructed one roofed garage capable of accommodating at least one passenger vehicle
- (j) on Lots 1401, 1405, 1409, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1447, 1451, 1455, 1459 and 1464, build or allow to be built a dwelling house which does not simultaneously have constructed one roofed garage capable of accommodating two passenger vehicles side by side
- (k) build or allow to be built a garage that is capable of accommodating more than two passenger vehicles side by side.
- (l) build or allow to be built a garage that is not set back from the primary building line a minimum of 840 millimetres.
- (m) build or allow to be built a garage that is not set back from the front boundary a minimum of 5.5 metres.

**Garage Doors**

- (n) build or allow to be built a garage which does not have sectional panels or panel doors

**Outbuildings**

- (o) build or allow to be built on the Lot outbuildings (including any garage, workshop, garden shed, storage shed or other outbuilding):
  - (i) which exceed 20 square metres;
  - (ii) which has a maximum height of greater than 3.6 metres.
- (p) allow any clothes lines, water tanks, bins, storage or part thereof to be visible from the street.

**Fencing**

- (q) build or allow to be built:
  - (i) side or rear boundary fences between the Lots which are less than 1.8 metres in height and not capped and which are in any material other than colour bonded type steel;
  - (ii) any fence between the side boundary fence and the private dwelling house which is not consistent in height and colour and material to the side boundary fence and which is forward of the front building line;

**GREENVALE LAKES – 14**

**Bosco Jonson Pty Ltd**  
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 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel 03) 9699 1400 Fax 03) 9699 5992



**CONTINUED ON NEXT SHEET**

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER	Sheet 6
SCALE	SHEET SIZE A3	SIGNATURE . . . . . DATE / /	DATE / /
<p>LENGTHS ARE IN METRES</p>		REF 6485143 11/11/11 VERSION H	COUNCIL DELEGATE SIGNATURE
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<b>PLAN OF SUBDIVISION</b>	Stage No. <hr/>	Plan Number <b>PS 641091T</b>
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**CREATION OF RESTRICTION (CONTINUED)**

- (iii) side boundary fences between the Lots which are forward of the front building line, except when the side boundary forms part of the rear boundary of an adjoining Lot;
- (iv) a courtyard fence which is constructed of material other than brick, rendered brick masonry, stone, rendered fibrous cement sheeting, brushwood or any combination of those materials and which is more than 2.0 metres in height;
- (v) any front boundary fence;
- (vi) any side boundary fence along the secondary street frontage covering more than 60 percent of the Lot boundary.

**Design Plans**

- (r) commence, carry out, erect, construct or alter any development on the Lot, or enter into any agreement for such action without applicable plans and specifications (including finishes schedules) being first prepared and submitted to and approved by Peet and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by Peet in respect of that approval.

**Landscaping**

- (s) allow landscaping to the front street view to remain or be left incomplete for a period of more than three months after the date of issue of the Occupancy Permit for the dwelling house, or leave any boundary fencing incomplete after the completion of the construction of the dwelling house.
- (t) permit the letter box to remain uninstalled after the commencement of occupation of the dwelling house.
- (u) permit the front yard to remain without at least one native tree of a minimum mature height of 3 metres after the completion of landscaping.

**Removal of Existing Items**

- (v) mutilate or remove in whole or part from a Lot or a reserve (without the written approval of Peet) any tree or part of any tree, fence, sign, irrigation pipe, underground pipe or conduit.

**Driveway Construction**

- (w) construct or allow to be constructed any driveway on the Lot of any material other than brick, asphalt or coloured concrete or exposed aggregate.
- (x) leave any driveway incomplete or partly constructed after the issue of an Occupancy Permit for the dwelling house constructed on the Lot.
- (y) construct or allow to be constructed any driveway that is less than 300mm from the side boundary.
- (z) construct or allow to be constructed more than one driveway or one motor vehicle crossover per lot without the written approval of and in the case of a motor vehicle crossover, which does not match the colour and finish of the original motor vehicle crossover to the Lot as provided by Peet.

**Building Setbacks**

- (aa) construct or allow to be constructed on the Lot any building which is not set back from frontages or boundaries the minimum distance specified in the Peet Greenvale Lakes Design Guidelines, or greater if required by the Responsible Authority.
- (bb) construct or allow to be constructed on a Lots 1401, 1413, 1414, 1415, 1426, 1427, 1429, 1430, 1443, 1447 and 1464 any building which is not set back to the secondary street frontage a minimum distance of 2 metres, or greater if required by the Responsible Authority
- (cc) construct or allow to be constructed on a Lot any building which is not set back from the rear boundary a minimum distance of:
  - (a) 3 metres in respect to the ground storey, or greater if required by the Responsible Authority;
  - (b) 6 metres in respect to the first storey above the ground storey, or greater if required by the Responsible Authority.

**Building Height**

- (dd) construct or allow to be constructed on the Lot:
  - (a) any building which has more than one storey above the ground storey;
  - (b) any building which has a maximum height of greater than 9 metres above the finished surface level of the Lot.

**Private Open Space**

- (ee) provide an area of private open space with an area of less than 40 square metres (excluding driveways, car parking, and service areas of which 25 square metres must be one continuous space with a minimum dimensions of 4 metres and a maximum grade of 5 degrees.

**Site Coverage and Permeability**

- (ff) permit more than 80 percent of the total area of the Lot to be covered with non-permeable surfaces.

**Display Homes**

- (gg) permit any dwelling house constructed on the Lot to be used for the purposes of a display home or for the purposes of marketing display homes unless prior written consent of Peet has first been obtained.

**Signage**

- (hh) erect, permit or allow to be erected or to remain erected on the Lot any advertisement, hoarding, sign or similar structure and will not permit the Lot or any building or buildings constructed thereon to be used for the display of any advertisement, sign or notice provided that this restriction shall not prevent the erection of a signboard that the Lot is for sale and shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate.

**Delivery of Building Materials**

- (ii) allow any building materials to be delivered or stored on the nature strip or anywhere else outside the title boundary of the Lot upon which the dwelling house is being constructed and allow any rubbish to remain unsecured on the Lot.

The restrictions specified in paragraphs (a) to (ii) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect from 31 December 2020.

For the purposes of this restriction "Peet" means Peet Greenvale No.2 Pty Ltd ACN 82 100 290 677 or any of its related bodies corporate within the meaning of Section 50 of the Corporations Act 2001.

**GREENVALE LAKES – 14**

**Bosco Jonson Pty Ltd**

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 16 Eastern Road South Melbourne  
 Vic 3205 Australia DX 20524 Emerald Hill  
 Tel 03) 9699 1400 Fax 03) 9699 5992



Sheet 7
..... DATE / /
COUNCIL DELEGATE SIGNATURE
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ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
SCALE	<p>LENGTHS ARE IN METRES</p>	SIGNATURE . . . . . DATE / /
SHEET SIZE A3		REF 6485143 11/11/11 VERSION H DWG 648514CH



**Plan of Subdivision PS641091T**  
**Certifying a New Version of an Existing Plan**  
**(Form 21)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S011102E  
Plan Number: PS641091T  
Council Name: Hume City Council  
Council Reference Number 1: S006158  
Surveyor's Plan Version: H

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 21/02/2011  
Date of previous recertifications under Section 11(7): 30/03/2011  
Date of previous recertifications under Section 11(7): 30/08/2011  
Date of previous recertifications under Section 11(7): 18/10/2011

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Tony Magazzu  
Organisation: Hume City Council  
Date: 30/01/2012

INFORMATION ONLY

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

967244

## APPLICANT'S NAME & ADDRESS

INFOTRACK (SMOKEBALL) C/- LANDATA  
DOCKLANDS

## VENDOR

JORGENSEN, LUCIA HELENA

## PURCHASER

.. .

## REFERENCE

665856

This certificate is issued for:

LOT 1454 PLAN PS641091 ALSO KNOWN AS 16 VILLANDRY STREET ROXBURGH PARK  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE 3
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 22
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 9

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

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

28 September 2023

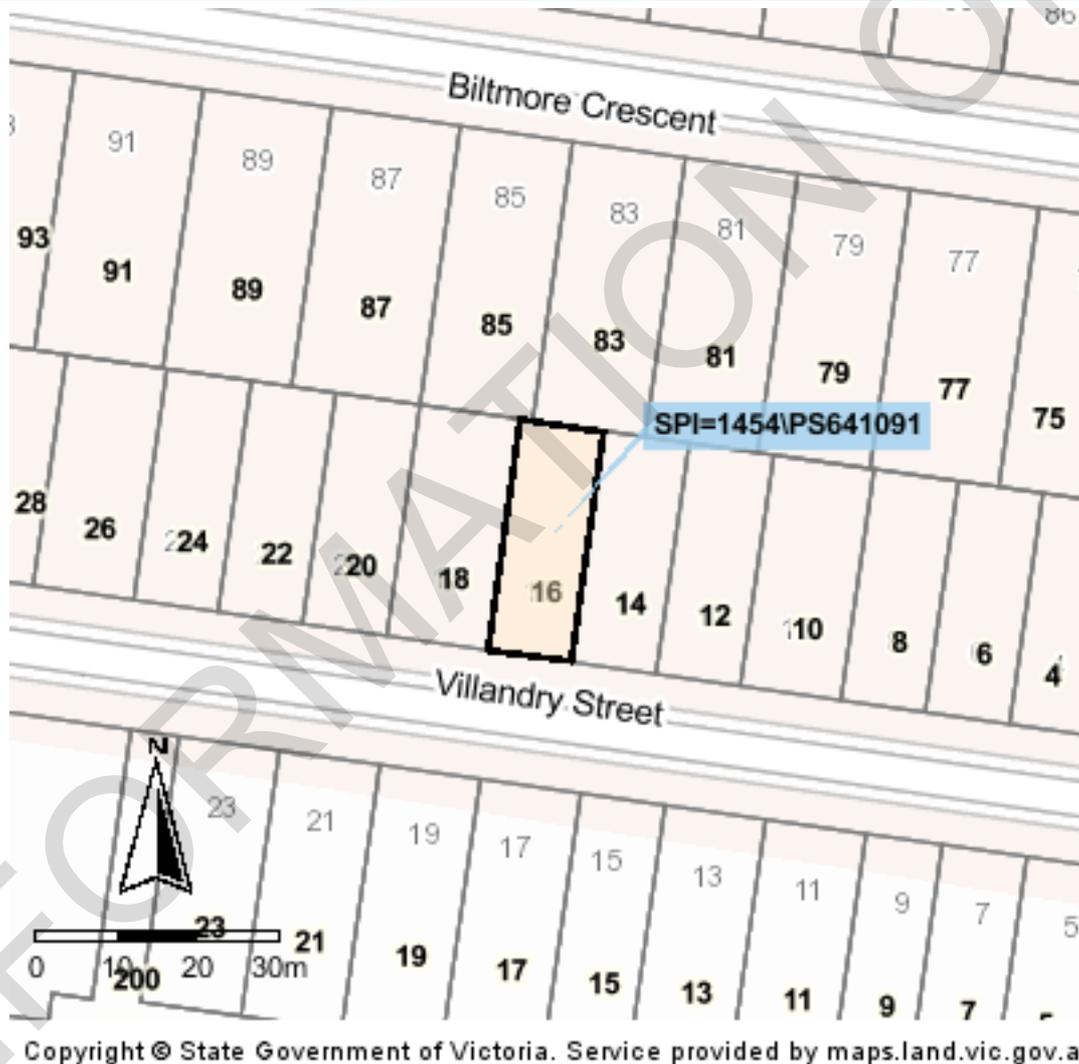
**Sonya Kilkenny**  
Minister for Planning

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@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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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.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 October 2023 11:57 AM

## PROPERTY DETAILS

Address: **16 VILLANDRY STREET ROXBURGH PARK 3064**

Lot and Plan Number: **Lot 1454 PS641091**

Standard Parcel Identifier (SPI): **1454\PS641091**

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

Council Property Number: **682954**

Planning Scheme: **Hume**

Directory Reference: **Melway 179 G2**

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

[Planning Scheme - Hume](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **GREENVALE**

## OTHER

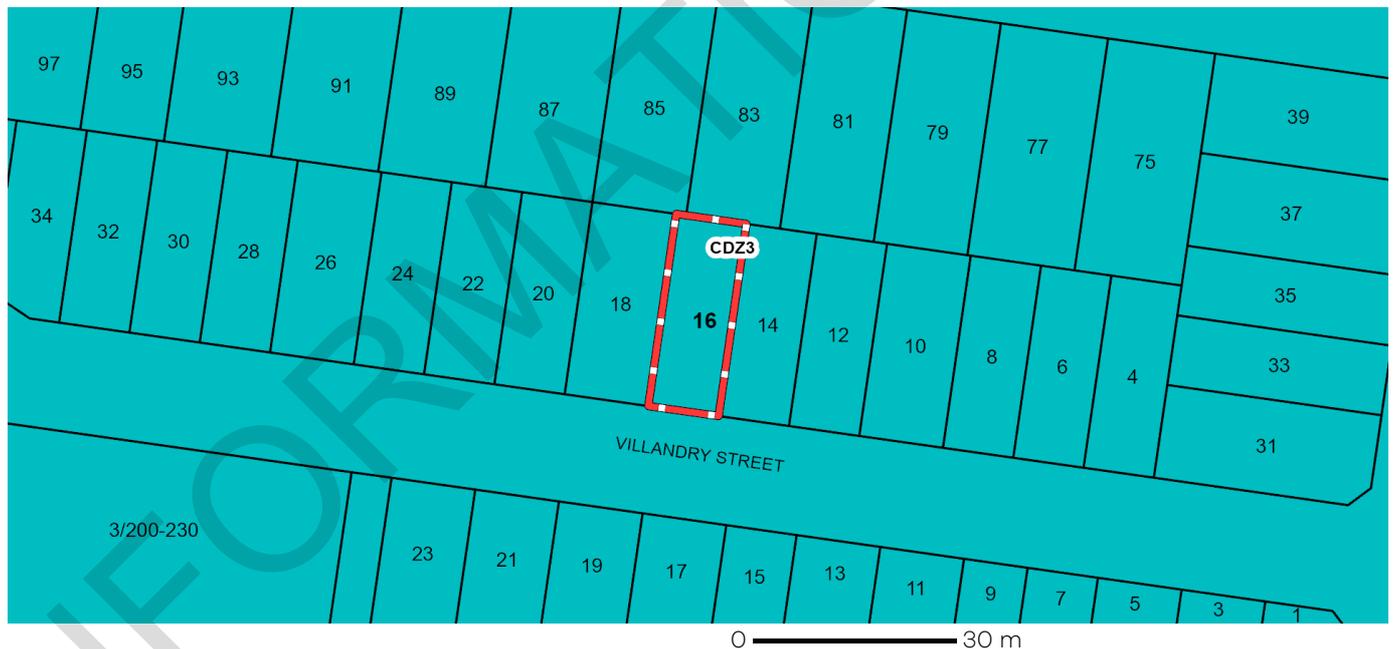
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 3 \(CDZ3\)](#)



**CDZ - Comprehensive Development**

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

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

# PLANNING PROPERTY REPORT

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 22 (DPO22)



 **DPO - Development Plan Overlay**

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

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 9 (ESO9)



 **ESO - Environmental Significance Overlay**

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

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# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 4 October 2023.

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

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

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

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

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

# PLANNING PROPERTY REPORT

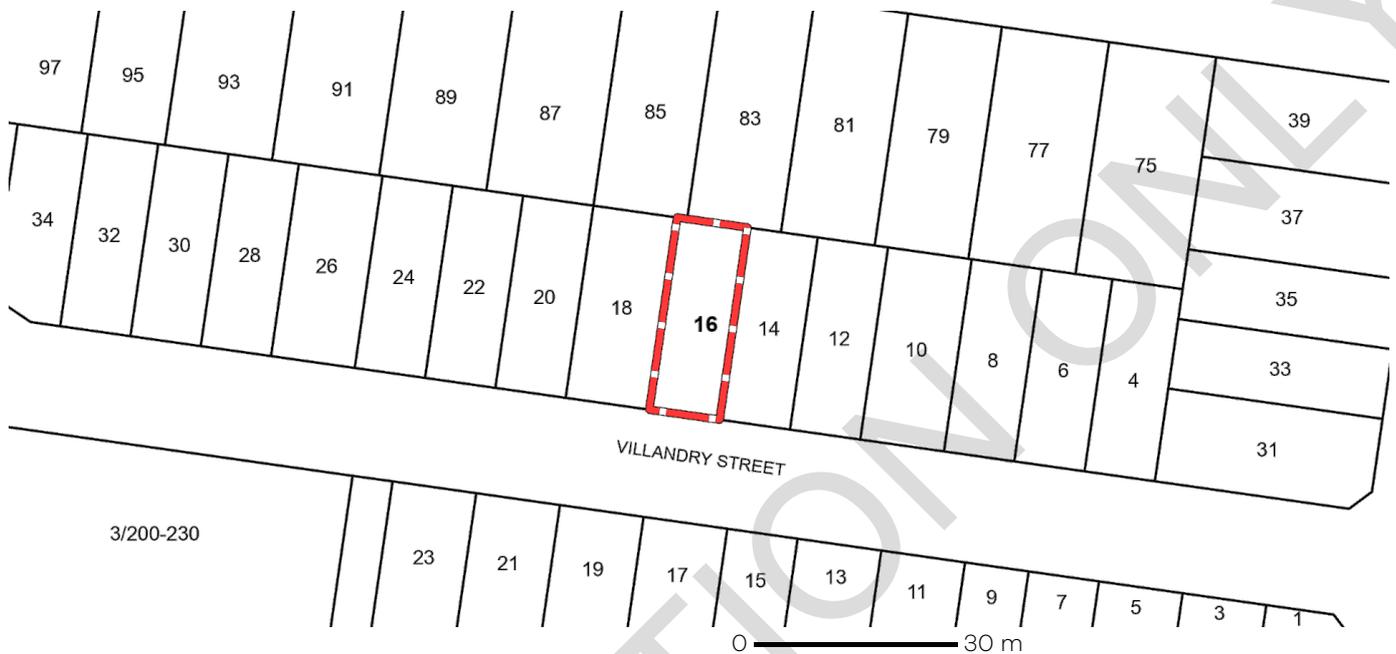
## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



**Designated Bushfire Prone Areas**

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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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

**Property No : 682954**  
**Certificate No : eLIC062045**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2024**  
**All Enquiries and Updates to Rates on 9205 2688**



ABN 14 854 354 856

1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9309 0109  
 www.hume.vic.gov.au

Your Reference: 665856  
 Date of Issue: 02/10/2023

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

Property Description:	Lot 1454 PS 641091T Vol 11341 Fol 775
Property Situated:	16 VILLANDRY ST ROXBURGH PARK VIC 3064

Site Value \$345000	C.I.V. \$510000	N.A.V. \$25500
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The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	<b>\$1,180.20</b>		<b>\$1,180.20</b>
Land Use Rebate	<b>\$0.00</b>		<b>\$0.00</b>
Optional Waste Charges	<b>\$0.00</b>		<b>\$0.00</b>
Fire Service Property Levy	<b>\$148.40</b>		<b>\$148.40</b>
Special Charge / Rate	<b>\$0.00</b>		<b>\$0.00</b>
Waste Rates and Charges	<b>\$496.67</b>		<b>\$496.67</b>
Arrears as at 30/06/2023			<b>\$0.00</b>
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$1,825.27</b>		<b>\$1,825.27</b>

<b>**PLEASE NOTE :</b>	Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024
------------------------	---

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance

**TOTAL OTHER CHARGES:**

<b>PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS</b>	
<b>TOTAL OUTSTANDING AT ISSUE DATE :</b>	<b>\$1,825.27</b>

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

**Property No : 682954**  
**Certificate No : eLIC062045**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2024**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 16 VILLANDRY ST ROXBURGH PARK VIC 3064

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

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

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

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

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

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

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

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



Delegated Officer  
02/10/2023

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

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code:** 357947  
**Ref:** 9749466

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

28th September 2023

InfoTrack (Smokeball) C/- LANDATA  
LANDATA

Dear InfoTrack (Smokeball) C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	16 VILLANDRY STREET ROXBURGH PARK 3064
<b>Applicant</b>	InfoTrack (Smokeball) C/- LANDATA LANDATA
<b>Information Statement</b>	30797618
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	665856

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

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

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	16 VILLANDRY STREET ROXBURGH PARK 3064
------------------	--

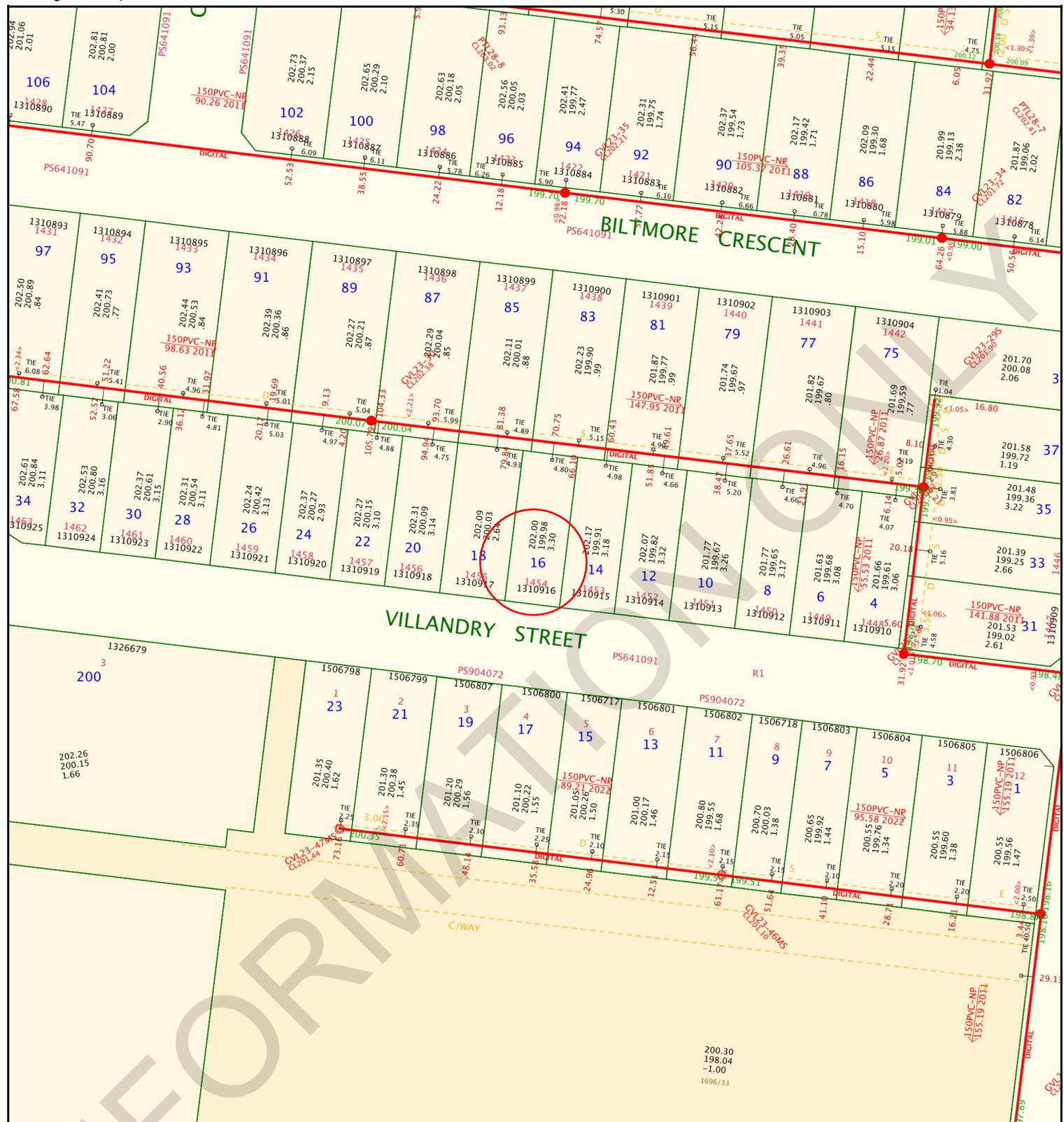
STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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



**Yarra Valley Water  
Information Statement  
Number: 30797618**

<b>Address</b>	16 VILLANDRY STREET ROXBURGH PARK 3064
<b>Date</b>	28/09/2023
<b>Scale</b>	1:1000



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

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



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ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

InfoTrack (Smokeball) C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 3651818223  
**Rate Certificate No:** 30797618

**Date of Issue:** 28/09/2023  
**Your Ref:** 665856

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
16 VILLANDRY ST, ROXBURGH PARK VIC 3064	1454\PS641091	5024907	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$0.00
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$0.00
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

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

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 5024907

**Address:** 16 VILLANDRY ST, ROXBURGH PARK VIC 3064

**Water Information Statement Number:** 30797618

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 36518182237

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 665856

NO PROPOSALS. As at the 3th October 2023, 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®.

16 VILLANDRY STREET, ROXBURGH PARK 3064  
CITY OF HUME

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

Date of issue: 3th October 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 70394145 - 70394145132202 '665856'**

# Property Clearance Certificate

## Land Tax



INFOTRACK / LUSH LEGAL

**Your Reference:** JORGENSENL**Certificate No:** 68451788**Issue Date:** 23 JAN 2024**Enquiries:** ESYSPROD**Land Address:** 16 VILLANDRY STREET ROXBURGH PARK VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39691652	1454	641091	11341	775	\$1,595.23

**Vendor:** LUCIA JORGENSEN**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS LUCY HELEN JORGENSEN	2024	\$345,000	\$1,595.23	\$0.00	\$1,595.23

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$510,000

SITE VALUE: \$345,000

CURRENT LAND TAX CHARGE: \$1,595.23

# Notes to Certificate - Land Tax

**Certificate No:** 68451788

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## 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 = \$1,485.00

Taxable Value = \$345,000

Calculated as \$1,350 plus ( \$345,000 - \$300,000) multiplied by 0.300 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 68451788

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 68451788

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / LUSH LEGAL

**Your Reference:** JORGENSENL**Certificate No:** 68451788**Issue Date:** 23 JAN 2024**Land Address:** 16 VILLANDRY STREET ROXBURGH PARK VIC 3064

Lot	Plan	Volume	Folio
1454	641091	11341	775

**Vendor:** LUCIA JORGENSEN**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

**CURRENT WINDFALL GAINS TAX CHARGE:****\$0.00**

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 68451788

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 68451780

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 68451780

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.