MILLS OAKLEY
LAWYERS

Residential Contract of Sale of Land

Vendor:

Allam Land No. 6 Pty Limited (ACN 637 205 595)

Property:

19 Fairywren Avenue, Beveridge VIC 3753

MILLS OAKLEY
Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: 61 3 9670 9111
Facsimile: 61 3 9605 0933
www.millsoakley.com.au
Ref: JCP/RXXM/6408097

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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 ...../...../20.....

Print name(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 ...../...../20.....

Print name(s) of person(s) signing: .....

.....

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: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Vendor

Name: Allam Land No. 6 Pty Ltd (ACN 637 205 595)

Address: Level 6, 530 Collins Street, Melbourne, VIC, 3000

ABN/ACN: 637 205 595 .....

Email: .....

Vendor's legal practitioner or conveyancer

Name: Mills Oakley

Address: Level 6, 530 Collins Street, Melbourne VIC 3000

Email: rmcleod@millsoakley.com.au

Tel: 03 9670 9111 ..... Fax: 03 9605 0933 ..... Ref: JCP/RXXM/6408097

Purchaser's estate agent

Name: N/A .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 12525	Folio 067	310	PS842988W

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: 19 Fairywren Avenue, Beveridge VIC 3753

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

All fixed floor coverings, electrical light fittings and window furnishings.

Payment

Price $.....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $..... payable at settlement.

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than $ ..... Approval date: ..... / ..... /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Vendor Sales Information Form

GST Withholding

This is a notice from the Vendor to the Purchaser for the purposes of section 14-250 of the Taxation Administration Act 1953 (Cth).

☐ The Purchaser is not required to make a payment.

OR

☒ The Purchaser is required to make a payment and the Vendor provides the following information required under section 14-255(1) of the Taxation Administration Act 1953 (Cth):

Supplier information:

ABN	Supplier Name	% held
56 637 205 595	ALLAM LAND NO.6 PTY LIMITED	100%

Amount to be paid by the Purchaser under section 14-250 of the Taxation Administration Act 1953 (Cth):

To be advised

When the amount must be paid by the purchaser:

To be advised

GST-inclusive market value of any non-monetary consideration which forms part of the consideration of this Contract (if applicable):

To be advised

Any other matters required by section 14-255(1)(v) of the Taxation Administration Act 1953 (Cth):

To be advised

Schedule to the Particulars of Sale

Encumbrances -

All registered and unregistered encumbrances, easements, covenants and restrictions including:

(a) any disclosed in the statement required to be given by the Vendor under section 32 of the *Sale of Land Act* 1962 (Vic);

(b) any apparent or implied easements;

(c) any created by section 98 of the *Transfer of Land Act* 1958 (Vic) or implied under the *Subdivision Act* 1988 (Vic);

(d) any referred to or described in the plan of subdivision;

(e) any provided in or contemplated by the rules of any owners corporation affecting the Property;

(f) the lot liability of the Property (if applicable);

(g) any vested in any Authority;

(h) the Restrictions (as defined in special condition 14)

(i) any required or contemplated by this Contract.

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 General Conditions

1.1 Amendments to general conditions

(a) In relation to the warranties in General Condition 6.4, the Vendor only has knowledge of decisions of public authorities and government departments affecting the Property which are communicated to the Vendor.

(b) General conditions 13, 23.2(b), 31.4, 31.5 and 31.6 do not apply to this Contract.

(c) General condition 3. At the end of the general condition, insert the words "On the Day of Sale, each director must sign the guarantee and indemnity contained in Annexure A."

(d) General condition 20.2(c), delete the words "within 2 clear business days after" and replace with "by".

(e) General condition 20.3 is amended by inserting the words "with the exception of $1,000 which will be retained by the vendor to cover their associated legal fees" after the words "contract is ended".

(f) General condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

(g) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

(h) General condition 35.3, delete (a), (b) and (c) and replace with "the Purchaser must be repaid any money paid under the contract and any interest on that money and will not be able to make any other claim against the Vendor".

1.2 Special conditions take precedence

The general conditions apply as amended by special condition 1.1. The special conditions take precedence over the general conditions.

1.3 Vendor's discretion

(a) Notwithstanding of the foregoing provision, the Purchaser acknowledges and agrees that the acceptance of the Purchaser's nomination under general condition 4 is subject to the Vendor's discretion.

(b) If the Vendor refuses to accept the nomination of the Purchaser under general condition 4, the Purchaser must not rescind this Contract, make any objections, requisitions or refuse to pay the Price or delay settlement because of any matter contained in this special condition 6 and the Purchaser remains liable under this Contract.

2 Acknowledgment

The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:

(a) a copy of this Contract, including the Checklist attached in Annexure B;

(b) a Vendor's Statement (signed by the Vendor); and

(c) if a promise has been made with respect to obtaining a loan of money for some or all of the Price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act 1980* (Vic).

3 Whole Contract

The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor, any agent or other person on behalf of the Vendor except those set out in this Contract but has relied entirely upon the Purchaser's own enquiries and inspection of the Property.

4 Restrictions

The Purchaser buys the Property subject to any statute, order, regulation, by-law, local law, restriction and condition affecting the Property including those restrictions imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the Property.

5 Condition of Property

5.1 Reliance on own inspections and enquiries

The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the Property, the Purchaser is satisfied with the condition, quality and state of repair of the Property (including the quantity of any Goods not otherwise specified) and accepts the Property as it is and subject to any defects, need for repair or infestation.

5.2 Compliance with laws and regulations

The Purchaser acknowledges that:

(a) the improvements on the Property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed;

(b) if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense; and

(c) if there is a swimming pool or spa on the Property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations.

A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title. The Purchaser indemnifies and keeps indemnified the Vendor on or after the day of sale in respect of all orders or requirements under the building regulations.

5.3 No representation or warranty as to contamination

(a) The Purchaser acknowledges that the Vendor has not made nor shall be construed as having made any representation or warranty that the Property is free of Contamination. The Purchaser acknowledges having made its own enquiries and investigations as to the environmental state of the Property and the Purchaser relies entirely on the result of its investigations and on its own judgement in entering into this Contract.

(b) The Purchaser assumes full liability and responsibility for any Contamination and releases and discharges the Vendor from any liability for any Contamination and indemnifies and will keep indemnified from and against any damage, loss, cost or liability incurred or suffered by the Vendor as a result of any Contamination.

(c) For the purposes of this special condition,

(i) Contamination means the presence in under or upon land or groundwater of a substance, gas, odour, or heat at a concentration above the concentration at which such substance, gas, odour or heat is normally present and being a presence that:

(A) fails to comply with any Environmental Law;
(B) fails to comply with any standard prescribed for that matter; or
(C) presents, or may present, a risk of harm to human health or the Environment.

(ii) Environment has the meaning given in the Environment Protection Act 2017 (VIC);

(iii) Environment Law means any law regulating or otherwise relating to the Environment or any Contamination including any law relating to land use, planning, pollution of air, water, soil or ground water, chemicals, waste, asbestos, dangerous goods or to any other aspect of the Environment or person or property.

5.4 Boundaries

Further to General Condition 7, the Vendor sells the Property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the Property.

5.5 Services

The Purchaser acknowledges and agrees that:

(a) the Vendor is not responsible for connecting any services to the Property;

(b) the Purchaser has researched the nature and level of services that will be available to the Property at settlement and is satisfied with the services available;

(c) the Property may contain utilities or services which may be a joint service with any other land or building as required by the planning permit or any other approvals required by a relevant Authority in relation to the Development; and

(d) if as a result of the presence of utilities or services on the Land, any relevant Authority or any other person (as necessary) has the benefit of any right or easement over the Land in respect of those utilities.

5.6 No claim or requisition

The Purchaser will not make a claim or requisition or delay settlement of this transaction or rescind or terminate this Contract because of:

(a) any matter that was capable of discovery by or on behalf of the Purchaser or was or should have been within the knowledge of the Purchaser as a result of the Purchaser's inspections and enquiries;

(b) any omission or mistake in the description, measurements or area of the Property;

(c) any encroachment by or on the Property;

(d) any need to erect new fencing on correct boundaries or to dismantle existing fencing;

(e) any loss, damage, need for repair relating to the Property;

(f) any matter related or incidental to any services and/or utilities referred to in special condition 5.5; or

(g) the requirements of a statutory authority made on or after the Day of Sale.

6 Non Merger

The Contract and all warranties and indemnities given by each party to the other under this Contract:

(a) will remain in full force and effect regardless of the completion of the sale of the Property; and

(b) will not merge with any conveyance or transfer of the Property or with any registration of any conveyance or transfer of the Property.

7 Purchaser's Warranties

7.1 Warranties

The Purchaser agrees with and warrants to the Vendor that:

(a) any person who executes this Contract is liable for the performance and observance of this Contract notwithstanding that person may have executed the Contract for and on behalf of the Purchaser or as an authorised person on behalf of the Purchaser;

(b) if the Purchaser is a corporation, it is a company limited by shares incorporated and registered under the *Corporations Act 2001* (Cth) (unless it is specifically stated in the Particulars of Sale that it is incorporated outside the Commonwealth of Australia) and is not under any disability;

(c) the consent or licence of any person or body is not required prior to the Purchaser entering into this Contract;

(d) the Purchaser is empowered to enter into this Contract and is not prohibited from entering into it by any reason including (without limitation) any trust, charge or undertaking;

(e) if this Contract has been signed by a person on behalf of a corporation, the person signing this Contract represents and warrants to the Vendor as an additional inducement to the Vendor to enter into this Contract, that he or she has authority pursuant to the constitution of that corporation (or charter if that corporation is a foreign corporation) to bind that corporation to all of the provisions contained in this Contract;

(f) a person executing this Contract as attorney for the Purchaser represents and warrants to the Vendor as an additional inducement to the Vendor to enter into this Contract that he or she has been validly appointed as attorney for the Purchaser and that upon execution of the Contract, the attorney will be bound as if the attorney had executed the Contract personally; and

(g) if the Purchaser is a Foreign Person, it has obtained FIRB Approval or is not required to obtain FIRB Approval (as the case may be).

7.2 Indemnity

The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of any warranty given under Special Condition 7.1.

8 Capacity

If the Purchaser:

(a) resolves to go into liquidation;

(b) has an application for its winding up presented and not withdrawn within thirty (30) days of its presentation;

(c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation;

(d) has a liquidator, provisional liquidator, receiver, receiver and manager or administrator appointed;

(e) is unable to pay its debts when they fall due or commits an act of bankruptcy;

(f) makes a statement or conducts itself in a manner from which it may be reasonably determined that the Purchaser is unable to pay its debts when they fall due; or

(g) an event analogous to those set out in Special Conditions 8(a) to 8(f) (inclusive) occurs,

the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting in any way the Vendor's other rights or remedies, accept such repudiation and rescind this Contract at any time before settlement in which case the provisions of General Condition 35.4 shall apply.

9 Restrictions on Vendor

9.1 Restriction on Vendor

In the event that the Vendor is restrained or prevented from completing this Contract by injunction, caveat or otherwise, the Vendor may at its option:

(a) terminate this Contract by notice in writing to the Purchaser prior to settlement whereupon this Contract will end and any deposit paid by the Purchaser will be refunded to the Purchaser and the Vendor will not be liable to the Purchaser for any damages or compensation due to such termination and the Purchaser will release the Vendor from all liability under this Contract; or

(b) extend the time for payment of the Balance for up to 60 days to enable the Vendor to remove any injunction, caveat or other restraint so that the Vendor will be able to give title to the Purchaser under the terms of this Contract. The Purchaser will not be entitled to claim and the Vendor will not be liable to the Purchaser for any damages or compensation by reason of this extension.

9.2 Termination by Vendor

If the Vendor is unable to give title to the Purchaser under the terms of this Contract by the extended date the Vendor may by notice in writing terminate this Contract and any deposit paid by the Purchaser will be refunded to the Purchaser and the Purchaser will not be entitled to claim and the Vendor will not be liable to the Purchaser for any damages or compensation due to termination and the Purchaser will release the Vendor from all liability under this Contract.

9.3 No Liability

If the Vendor extends the settlement date or terminates the Contract (or both) in accordance with this special condition 9, the Purchaser releases the Vendor from all liability under this Contract and the Purchaser will not be entitled to claim and the Vendor will not be liable to the Purchaser for any damages or compensation due to termination of the Contract or extension of the settlement date.

10 Auction Rules

10.1 Application

If the Property is offered for sale by public auction, then this Special Condition 10 will apply.

10.2 Offer by auction

Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.

10.3 Conduct

The Rules for the conduct of the auction shall be set out in the *Sale of Land Regulations 2005,* or any rules prescribed by regulation which modify or replace those rules together with the additional requirements as set out in this Special Condition.

10.4 Signing of Contract

(a) Within 15 minutes after the fall of the hammer the successful bidder must:

(i) sign this Contract;

(ii) pay the deposit set out in this Contract; and

(iii) arrange for all persons to sign the Guarantee as required under this Contract.

(b) If the successful bidder fails to comply with Special Condition 10.4(a), the Vendor may sell the Property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:

(i) any right of action against the Vendor or the Vendor's agent; or

(ii) any interest in the Property, whether legal or equitable.

11 Residential Tenancy agreement

11.1 Sale with lease

If the Property is leased, then the Purchaser buys the Property subject to lease or leases as contained in the Vendor's Statement ("**Leases**").

11.2 Leases and Goods

(a) The Purchaser acknowledges that it has received, read and understood the Leases and has had sufficient opportunity to seek independent advice about it.

(b) Any goods owned by the tenant under the Leases remain the property of the tenant and are expressly excluded from this sale.

11.3 Rights and objections

(a) The Purchaser acknowledges that:

(i) the Vendor may exercise its rights under the Leases from the Day of Sale until settlement in its absolute discretion;

(ii) the Vendor may not have the original Leases to hand over to the Purchaser at settlement;

(iii) the tenant under the Leases may be in default under that agreement at settlement; and

(iv) the Leases may have been terminated by settlement.

(b) Despite anything else in this Contract and to the maximum extent permitted by law and equity, the Purchaser may not make any requisition or objection, claim compensation, bring any action, suit or proceeding, seek any order, delay completion or end this Contract as a consequence of anything in any way related to the Leases, including those matters set out in Special Condition 11.3(a).

11.4 Rent and profits

(a) Rent and profits of the Property belong to the Vendor until settlement and the Purchaser after settlement.

(b) Rent will be adjusted as follows:

(i) if rent or any other amounts due at settlement are paid for a period extending past settlement, the amount representing the period before and including settlement will be adjusted to the Vendor and the amount representing the period after settlement will be adjusted to the Purchaser; or

(ii) if rent or any other amounts due at settlement are not paid for the period before and including settlement, then the Purchaser shall adjust that amount in favour of the Vendor.

(c) Any outgoings (including but not limited to any rates and taxes) which are payable by the Tenant under any of the Leases will not be adjusted at settlement.

11.5 Vendor assigns interest

After settlement the Vendor assigns to the Purchaser the benefit of all covenants, agreements and obligations under the Leases, whether or not they touch and concern the Property.

11.6 Compliance after settlement

The Purchaser undertakes, represents and warrants to the Vendor that the Purchaser will comply with each of its obligations as landlord under the Leases on and from settlement and indemnifies the Vendor from and against all loss for failing to comply with this special condition.

12 Disclosure Material

12.1 Purchaser Acknowledgements

The Purchaser acknowledges that:

(a) the Vendor has made available to the Purchaser on or before the Day of Sale the Disclosure Material;

(b) the Vendor makes no representation or warranty:

(i) as to the accuracy or otherwise of the information contained in the Disclosure Material;

(ii) that it has complied with any of the matters contained or referred to in the Disclosure Material;

(iii) that it holds any title (whether encumbered or unencumbered) to, or any rights under, any of the Disclosure Material; or

(iv) that it has in its possession or control all originals or counterparts of the Disclosure Material;

(c) the Vendor has not conducted its own independent enquiries and investigations into information in the Disclosure Material prepared by third parties;

(d) some of the information contained in the Disclosure Material will be specialised information and/or prepared on the basis of specialised knowledge and that the Vendor does not hold or purport to hold the specialised knowledge required to prepare or verify such information;

(e) the Disclosure Material:

(i) may include statements, estimates and projections that reflect various assumptions which may or may not be correct;

(ii) does not purport to contain all the information the Purchaser may require; and

(iii) may not be appropriate for the Purchaser, as it is not possible for the Vendor to consider the investment objectives, financial situation, development objectives and/or particular needs of the Purchaser.

12.2 Purchaser Warranty

The Purchaser warrants that the Purchaser has examined and satisfied itself in relation to all matters contained in, arising from or relating to the Disclosure Material (including without limitation the accuracy or otherwise of the Disclosure Material) prior to entering into this Contract, and the Purchaser has not entered into this Contract in reliance upon the Disclosure Material or upon any matters or things referred to in the Disclosure Material.

12.3 No objections or requisitions

The Purchaser will not make any objection or requisition, claim any compensation, ask the Vendor to amend the title or to bear or contribute to any expense of any amendment to the title, purport to rescind or terminate this Contract, or delay Settlement because of any matter or thing referred to in or arising out of or relating to this Special Condition 12 or the Disclosure Material.

12.4 Disclosure Material

For the purposes of this special condition 12, Disclosure Material means all information and materials relating in any way to the Property which were at any time made available to the Purchaser, its employees, advisors, agents or solicitors including that:

(a) set out in the Vendor's Statement; and

(b) provided by the Vendor and/or the Vendor's employees, advisors, agents or solicitors.

13 General provisions

13.1 Waiver and variation

A provision of or a right created under this Contract cannot be:

(a) waived except in writing signed by the party granting the waiver; or

(b) varied except in writing signed by or on behalf of the parties.

13.2 Severability

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

13.3 No assignment

The Purchaser must not assign, transfer, encumber or in any other way deal with or dispose of any interest in this Contract or, prior to settlement, the Property except with the prior written consent of

the Vendor. The Vendor is not required to give consent or to justify why any consent has been withheld. This special condition does not apply to any nomination.

13.4 Assurances

Each party must do all things, including executing and delivering any document, and give all contracts which may be reasonably necessary or desirable to give effect to this Contract and any part of this Contract. The terms and conditions of this Contract in favour of the Vendor do not merge at settlement.

13.5 Governing law and jurisdiction

(a) The law of Victoria governs this Contract.

(b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

13.6 Counterparts

(a) This Contract may be executed in any number of counterparts.

(b) Each counterpart is an original and the counterparts together are one and the same contract.

13.7 Re-calculate

The Vendor reserves the right to re-calculate the adjustments under general condition 23 if there was an error in the adjustments at settlement. Further land tax will be adjusted on a proportional basis (including any applicable trust) as assessed by the State Revenue Office if section 10G of the Sale of Land Act 1962 does not apply.

14 Memorandum of Common Provisions

14.1 The Purchaser acknowledges and agrees that:

(a) the Property forms part of the Development, and is subject to the Restrictions;

(b) any dwelling house to be constructed on the Property (inclusive of any further construction or renovation works carried out or proposed to be carried out by the Purchaser) must comply with the Restrictions;

(c) the Memorandum of Common Provisions has been registered with Land Use Victoria, and the Purchaser shall complete the Transfer and must refer to and incorporate the Memorandum of Common Provisions by way of an instrument reference, so as ensure that the Restrictions apply to the Property on and from registration of the Transfer;

(d) upon registration of the Transfer, the Restrictions will apply to the Land;

(e) the Purchaser must accept and observe any amendment to the Restrictions including any amendments made to the Memorandum of Common Provisions or any subsequent memorandum of common provisions which are updated and registered to comply with Land Use Victoria requirements; and

(f) the Purchaser covenants and agrees with the Vendor that it will observe and comply with the terms of the Memorandum of Common Provisions including the approved building envelopes, and the Design guidelines (a copy of which are attached to the Vendor's Statement).

14.1 The Purchaser must not do anything or allow anything to be done on the Property before registration of the Transfer, which would be a breach of the terms of the Restrictions.

14.2 The Purchaser agrees not to make any requisition or objection or claim any compensation or purport to terminate the Contract based on any matter arising in relation to the Restrictions.

14.3 The Vendor will not be liable to the Purchaser in respect of any buildings to be constructed on other lots on the plan of subdivision no.842988W or within the Development or any failure by the Vendor to enforce any of the terms of the Memorandum of Common Provisions.

14.4 For the purpose of this special condition 14, the following terms are defined as follows:

(a) **AAP** means the Alkyra Assessment Panel being the design approval panel appointed by the Vendor for the Development;

(b) **Design Guidelines** means the guidelines for construction of a private dwelling on the Land as approved by the AAP and the Responsible Authority as amended from time to time, a copy of which is attached to the Vendor's Statement;

(c) **Development** means the multi-lot subdivision known as "Alkyra" being constructed and developed by the Vendor in accordance with the Planning Permit;

(d) **Memorandum of Common Provisions** means the registered memorandum of common provisions no. AA010143 which apply to the Property (a copy of which is attached to the Vendor's Statement), and any subsequent memorandum of common provisions registered by the Vendor (at the Vendor's discretion);

(e) **Responsible Authority** means the Mitchell Shire Council, the Department of Environment, Land Water and Planning, the Minister for Planning and any other authority responsible for the issue of planning permission in connection with the Development under the *Planning and Environment Act* 1987 (Vic) and includes each relevant referral authority for the purposes of section 66 of that Act;

(f) **Restrictions** includes all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* (Vic)) including the Memorandum of Common Provisions, Design Guidelines, and any agreement required under the Planning Permit), or other approval, leases, licences, or other occupation rights and arrangements relating to all or part of the land comprised in the Development; and

(g) **Planning Permit** means Planning Permit No. PLP304/19 and any subsequent or related permits obtained by the Vendor in relation to the Development and its various stages.

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.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

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

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

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

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

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

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

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

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

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

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not

less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without

affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annexure A Guarantee and Indemnity

Deed dated

Between

The Vendor; and

The Guarantor.

Introduction

A. At the request of the Guarantor, the Vendor has agreed to enter into the Contract.

B. Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Deed.

It is agreed

1 Definitions

Capitalised words in this guarantee and indemnity that appear in the Schedule have the meaning given to them in the Schedule.

2 Consideration and guarantee

In consideration of the Vendor having agreed, at the request of the Guarantor, to sell the land described in the annexed contract (**Contract**) to the Purchaser, the Guarantor guarantees to the Vendor:

(a) the due and punctual payment by the Purchaser of all moneys that are or may become payable pursuant to the Contract (**Secured Moneys**). If the Purchaser fails to pay the Vendor as and when due the Secured Moneys the Guarantor will immediately on demand pay them to the Vendor; and

(b) the due performance and observance by the Purchaser of the covenants conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed (**Purchaser's Obligations**). If the Purchaser fails to carry out or perform any of the Purchaser's Obligations the Guarantor will immediately on demand carry out and perform them.

3 Contract

The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

4 Joint and several liability

The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the Secured Moneys and the performance of the Purchaser's Obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the Secured Moneys or to carry out and perform the Purchaser's Obligations.

5 Continuing security

This guarantee and indemnity is a continuing security and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.

6 No merger

This guarantee and indemnity is in addition to and not in substitution for any other guarantee or other security given in favour of the Vendor and will not merge with or be affected by any other guarantee or other security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.

7 No obligation to provide notice

Nothing in this guarantee and indemnity imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under the guarantee and indemnity particulars of the Vendor's default resulting in that demand.

8 Indemnity

The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs on a full indemnity basis howsoever arising out of the default of the Purchaser in payment of the Secured Moneys or the performance of the Purchaser's Obligations including where a liquidator or trustee in bankruptcy disclaims the Contract or this guarantee and indemnity.

9 Matters not affecting Guarantor's liability

The Guarantor liability under this guarantee and indemnity is not affected by:

(a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;

(b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;

(c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;

(d) a variation, novation, renewal or assignment of the Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this guarantee and indemnity;

(e) the termination of the Contract;

(f) the fact that this guarantee and indemnity or the Contract is wholly or partially void, voidable or unenforceable;

(g) the non-execution of this guarantee and indemnity by the Vendor or any Guarantor or the unenforceability of the guarantee or indemnity against any Guarantor;

(h) the exercise or purported exercise by the Vendor of its rights under this guarantee and indemnity or the Contract;

(i) a problem that means:

  (i) the Vendor has no legal right to recover any money from the Purchaser;

  (ii) the Purchaser does not owe any money that otherwise would be payable under Contract;

  (iii) the Vendor knew of the problem, or should have known; or

  (iv) the Purchaser could never have been required to pay the Vendor the Secured Moneys; or

(j) the nomination by the Purchaser of a nominee or substitute purchaser under the Contract.

10 Assignment

If the Vendor assigns its rights under this guarantee and indemnity, the benefit of the guarantee and indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

11 Payment later avoided

The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

12 Guarantor not to prove in liquidation or bankruptcy

Until the Vendor has received all money payable to it by the Purchaser:

(a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and

(b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

13 Guarantor not to claim benefits or enforce rights

Until the Guarantor's liability under this guarantee and indemnity is discharged the Guarantor may not, without the consent of the Vendor:

(a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;

(b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or

(c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity.

14 Costs and expenses

The Guarantor agrees to pay or reimburse the Vendor on demand for:

(a) its costs, charges and expenses of making, enforcing and doing anything in connection with this guarantee and indemnity, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and

(b) all taxes (except income tax) which are payable in connection with this guarantee and indemnity or any payment, receipt or other transaction contemplated by it.

15 Joint and several

When this guarantee and indemnity is executed or intended to be executed by two or more persons:

(a) each of those persons is not released from liability if this guarantee and indemnity ceases to bind any one or more of them as a continuing security;

(b) if one or more persons has not signed this guarantee and indemnity, the other person or persons having executed the guarantee and indemnity will not be released from liability but will be bound by it as a continuing security;

(c) a demand or notice given under this guarantee and indemnity if given to any one or more of those persons is deemed to have been given to all of them; and

(d) the expression "the Guarantor" includes all of those person jointly and each of them severally.

SCHEDULE

GUARANTOR (including personal representatives, successors, substitutes and assigns):

Name: .....

Address: .....

Tel (Home): Tel (Mobile): Email:

Name: .....

Address: .....

Tel (Home): Tel (Mobile): Email:

Name: .....

Address: .....

Tel (Home): Tel (Mobile): Email:

VENDOR:

Name: .....

Address: .....

PURCHASER:

Name: .....

Address: .....

Tel (Home): Tel (Mobile): Email:

EXECUTED as a **DEED**

Dated the day of 202…..

EXECUTED by the **GUARANTOR**:)
)

Signature of **GUARANTOR**

In the presence of:

Witness - Signature

Witness – Print name

EXECUTED by the **GUARANTOR**:)
)

Signature of **GUARANTOR**

In the presence of:

Witness - Signature

Witness – Print name

EXECUTED by the **GUARANTOR**:)
)

Signature of **GUARANTOR**

In the presence of:

Witness - Signature

Witness – Print name

EXECUTED by the **GUARANTOR**:)
)

Signature of **GUARANTOR**

In the presence of:

Witness - Signature

Witness – Print name

Annexure B Checklist

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

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

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

Growth areas
Are you moving to a growth area?
You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk
Does this property experience flooding or bushfire?
Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties
Moving to the country?
If you are looking at property in a rural zone, consider:

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

Is there any earth resource activity such as mining in the area?
You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

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

consumer.vic.gov.au/duediligencechecklist

State Government Victoria

Consumer Affairs Victoria

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

consumer.vic.gov.au/duediligencechecklist

State Government Victoria

Vendor's Statement to the Purchaser

PROPERTY:

Lot 310, Beveridge VIC 3753

(19 Fairywren Avenue, Beveridge VIC 3753)

MILLS OAKLEY
Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: 61 3 9670 9111
Facsimile: 61 3 9605 0933
www.millsoakley.com.au
Ref: RXMM/JCP/6408097

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE UNDER SECTION 32 OF THE *SALE OF LAND ACT* 1962 (VIC) ("ACT")

VENDOR: Allam Land No. 6 Pty Ltd (ACN 637 205 595)
PROPERTY: Lot 310, Beveridge VIC 3753
(19 Fairywren Avenue, Beveridge VIC 3753)

In this Statement words importing the singular mean and include the plural and vice versa.

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

1 Restrictions

Information concerning any easement, covenant or other similar restriction affecting the Property (whether registered or unregistered) is set out in the attached copies of documents concerning title to the Property and as follows:

(a) easements that are implied under section 12(2) of the *Subdivision Act* 1988;

(b) any public rights of way and any private easement arising by use of the land by persons other than the Vendor. These may be evident from an inspection or observation from the land;

(c) any conditions under Covenant PS842988W dated 10 January 2024;

(d) any conditions under Agreement AT805202P dated 26 November 2020;

(e) any conditions under Agreement AV789259Y dated 27 June 2022;

(f) any conditions under Agreement AW246996J dated 8 November 2022;

(g) any conditions under Agreement AX513608B dated 4 December 2023;

(h) any conditions under Agreement AX513624D dated 4 December 2023;

(i) any conditions under Agreement AX513610Q dated 4 December 2023;

(j) any conditions under Agreement AY2979199J dated 6 August 2024;

(k) Planning Permit PLP304/19 amended 18 September 2020;

(l) any conditions under Memorandum of Common Provisions AA010143; and

(m) there are proposed planning scheme amendments which may affect the Property, as detailed in the attached planning certificate.

To the best of the Vendor's knowledge, the Vendor is not aware of any existing failure to comply with them.

2 Planning and Road Access

2.1 The Property is affected by a planning instrument as follows and as set out in the attached certificate:

(a) the Planning Scheme is Mitchell Planning Scheme;

(b) the responsible authority is Mitchell Shire Council;

(c) the Property is zoned Urban Growth Zone – Schedule 5; and

(d) the Property is affected by an Infrastructure Contributions Overlay – Schedule 2 and may be subject to a Growth Areas Infrastructure Contribution.

2.2 There is access to the Property by road.

3 Outgoings

3.1 Information concerning any rates, taxes, charges or other similar outgoings (including any owners corporation or service company charges) affecting the Property and any interest payable on any part of them are as per the attached copies of relevant certificates.

3.2 The Vendor is not aware of any other amounts (including any proposed owners corporation or service company levy) for which the Purchaser may become liable as a consequence of having purchased the Property.

3.3 An appropriate adjustment will be required at settlement of any council and water rates, connection fees for services, water consumption and owners corporation fees and any similar charges.

3.4 The Australian Valuation Property Classification Code (within the meaning of the Commercial Industrial Property Tax Act 2024 (Vic) ("**CIPT Act**")) most recently allocated to the land is contained in the attached Municipal rates notice or property clearance certificate.

3.5 The land is not tax reform scheme land within the meaning of the CIPT Act. However, the land may enter into the CIPT reform if it has a qualifying use as defined in CIPT Act (as amended from time to time) and if there is an entry transaction, entry consolidation or entry subdivision occurs in respect of the land.

3.6 If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is contained in the attached Municipal rates notice or property clearance certificate.

4 Services

4.1 The following services are not connected as at the date of this Statement:

(a) gas

4.2 Services may be available but not connected at time of or prior to settlement. The Purchaser should check with the appropriate authority as to the availability of and the cost of providing essential services not connected to the Property as such costs are the sole responsibility of the Purchaser. The Purchaser must make no objection or requisition and must not make any claim for compensation nor rescind or determine the contract of sale to which this Statement applies nor delay or postpone settlement as a result of any or all of the services being available but not connected to the Property.

5 Bushfire – Prone Area

The Property is in a designated bushfire prone area under section 192A of the *Building Act* 1993 (Vic). Please see attached certificate.

6 Notices

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any:

(a) notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Property;

(b) notice, property management plans, reports or orders in respect of the Property 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;

(c) notice served under Section 6 of the *Land Acquisition and Compensation Act* 1986 (Vic),

are, other than contained in the attached certificates and statements, none to the Vendor's knowledge.

The Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities and government departments affecting the property unless they have been communicated to the Vendor at its current address and the Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser.

7 Title

Attached are copies of the following documents concerning title to the property:

(a) Register Search Statement of Certificate of Title Volume 12525 Folio 067;

(b) Plan of Subdivision No. 842988W;

(c) Covenant PS842988W;

(d) Agreement AT805202P;

(e) Agreement AV789259Y;

(f) Agreement AW246996J;

(g) Agreement AX513608B;

(h) Agreement AX513624D;

(i) Agreement AX513610Q;

(j) Agreement AY2979199J;

(k) Planning Permit PLP304/19; and

(l) Memorandum of Common Provisions AA010143.

8 Charges

There are no charges (whether registered or unregistered) over the Property imposed by or under an Act to secure an amount due under that Act.

9 GAIC

9.1 A work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987 (Vic)) does not apply to the Property.

9.2 Although the property is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

DATED 08/10/2025

Ben Allam

.....
Vendor or Vendor's representative

PURCHASER'S ACKNOWLEDGMENT

The Purchaser acknowledges being given a duplicate of this Statement signed by or on behalf of the Vendor before he signed any document committing him to purchase the property.

DATED

.....
Purchaser

.....
Purchaser

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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 12525 FOLIO 067

Security no : 124126191306Q
Produced 14/07/2025 03:08 PM

LAND DESCRIPTION

Lot 310 on Plan of Subdivision 842988W.
PARENT TITLE Volume 12438 Folio 104
Created by instrument PS842988W Stage 3 10/01/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ALLAM LAND NO.6 PTY LTD of LEVEL 3 11-13 BROOKHOLLOW AVENUE NORWEST NSW 2153
PS842988W Stage 3 10/01/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW066108V 15/09/2022
GREEN HOPE OPPORTUNITY IX LTD

MORTGAGE AY747875L 24/12/2024
ANZ FIDUCIARY SERVICES PTY LTD

COVENANT PS842988W 10/01/2024

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
AT805202P 26/11/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AV789259Y 27/06/2022

AGREEMENT Section 173 Planning and Environment Act 1987
AW246996J 08/11/2022

AGREEMENT Section 173 Planning and Environment Act 1987
AX513608B 04/12/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AX513624D 04/12/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AX513610Q 04/12/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AY279199J 06/08/2024

DIAGRAM LOCATION

SEE PS842988W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

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

NUMBER		STATUS	DATE
AZ228134T (E)	TRANSFER CONTROL OF ECT	Completed	03/06/2025

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

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

Street Address: 19 FAIRYWREN AVENUE BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 03/06/2025

DOCUMENT END

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PLAN OF SUBDIVISION

Under Section 37 of the Subdivision Act 1988

EDITION 4

PS842988W

LOCATION OF LAND

PARISH: MERRIANG
TOWNSHIP: BEVERIDGE
CROWN PORTION: -

SECTION: 2
CROWN ALLOTMENTS: 8 (PT) TO 17(PT) (BOTH INCLUSIVE)

SECTION: 3
CROWN ALLOTMENTS: 1 TO 20 (BOTH INCLUSIVE)

SECTION: 12
CROWN ALLOTMENTS: 18 (PT), 19(PT) & 20(PT)
1 TO 17 (BOTH INCLUSIVE)

SECTION: -
CROWN ALLOTMENT: 2005 (PT)

TITLE REFERENCE: Vol 12283 Fol 858
LAST PLAN REFERENCE: PS821579J (LOT A)
POSTAL ADDRESS: 33 CAMERONS LANE
(at time of subdivision) BEVERIDGE, 3753

MGA CO-ORDINATES: E: 319 960 ZONE: 55
(of approx centre of land in plan) N: 5 850 870 GDA94

COUNCIL NAME: MITCHELL SHIRE COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	MITCHELL SHIRE COUNCIL
ROAD R2	MITCHELL SHIRE COUNCIL
ROAD R3	MITCHELL SHIRE COUNCIL
ROAD R4	MITCHELL SHIRE COUNCIL
RESERVE No. 1	MITCHELL SHIRE COUNCIL
RESERVE No. 2	MITCHELL SHIRE COUNCIL
RESERVE No. 3	AUSNET ELECTRICITY SERVICES PTY LTD
RESERVE No. 4	MITCHELL SHIRE COUNCIL
RESERVE No. 5	MITCHELL SHIRE COUNCIL
RESERVE No. 6	MITCHELL SHIRE COUNCIL
RESERVE No. 7	AUSNET ELECTRICITY SERVICES PTY LTD
RESERVE No. 8	MITCHELL SHIRE COUNCIL
RESERVE No. 9	MITCHELL SHIRE COUNCIL

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is a staged subdivision.
Planning Permit No. PLP304/19

This survey has been connected to permanent marks No(s).
In Proclaimed Survey Area No.

NOTATIONS

LOTS 1 TO 100, 165 TO 200, 261 TO 300 AND 331 TO 400 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

ALKYRA ESTATE

9.714 ha
192 LOTS

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER
E-3	DRAINAGE	SEE DIAG	THIS PLAN	MITCHELL SHIRE COUNCIL
	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER
E-4	POWERLINE	SEE DIAG	THIS PLAN (SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	AUSNET ELECTRICITY SERVICES PTY LTD

webster SURVEY GROUP

WEBSTER SURVEY GROUP
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662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
webstergroup.com.au

SURVEYORS FILE REF: 17114

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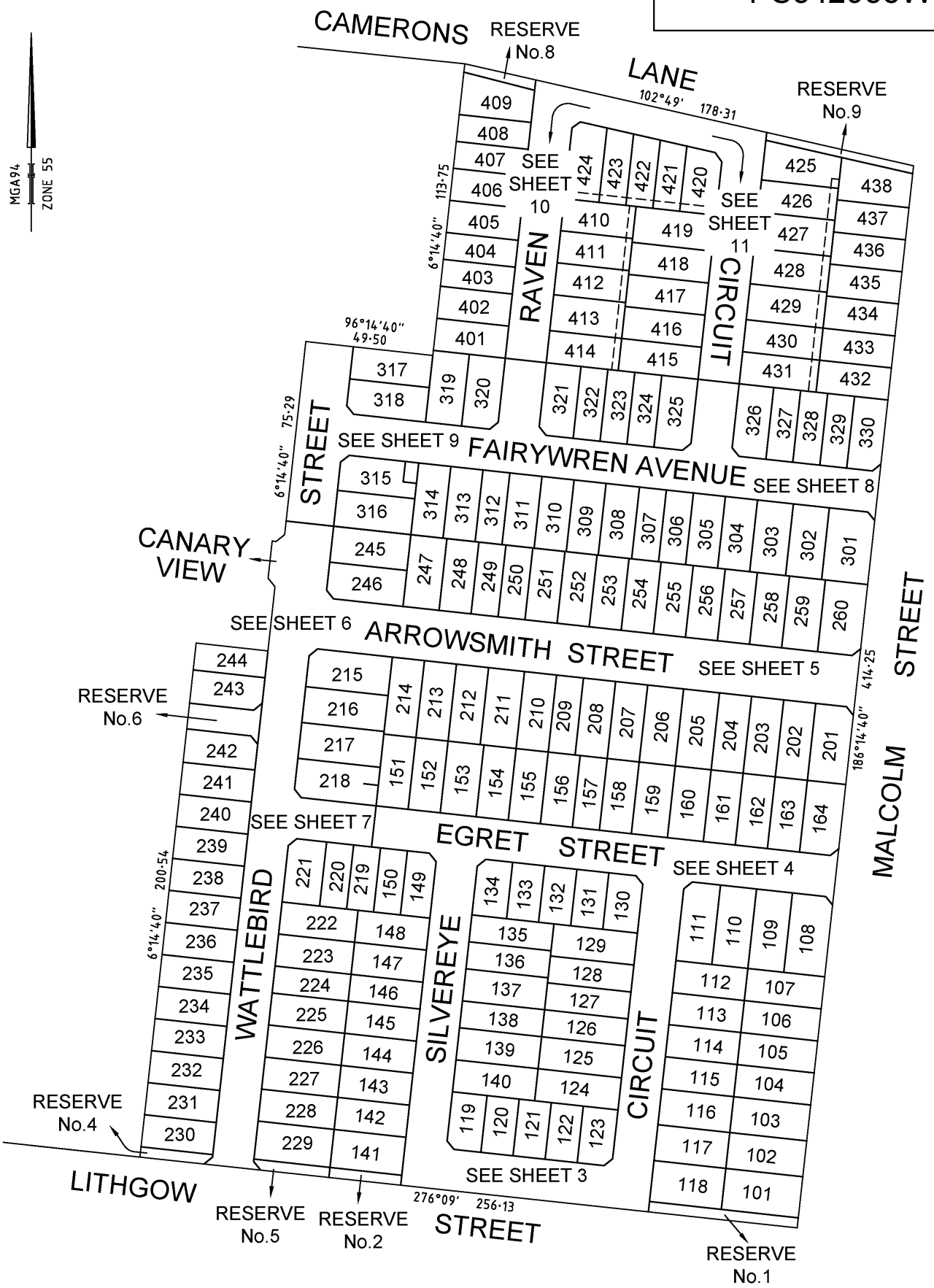
SHEET 1 OF 15

EVAN RHYS WEBSTER VERSION: C

THIS IS A LAND USE VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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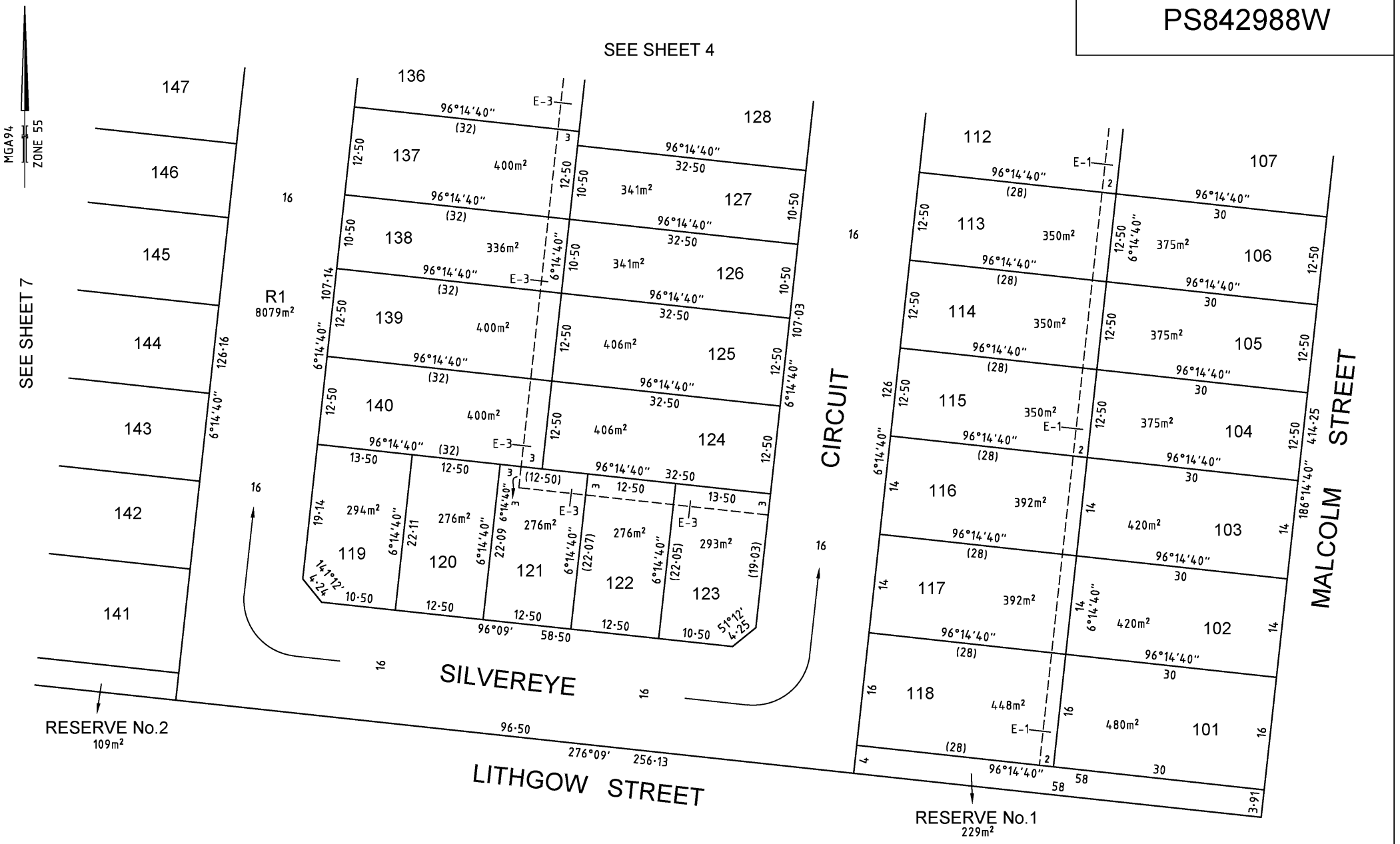
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EVAN RHYS WEBSTER	VERSION: C		

PS842988W



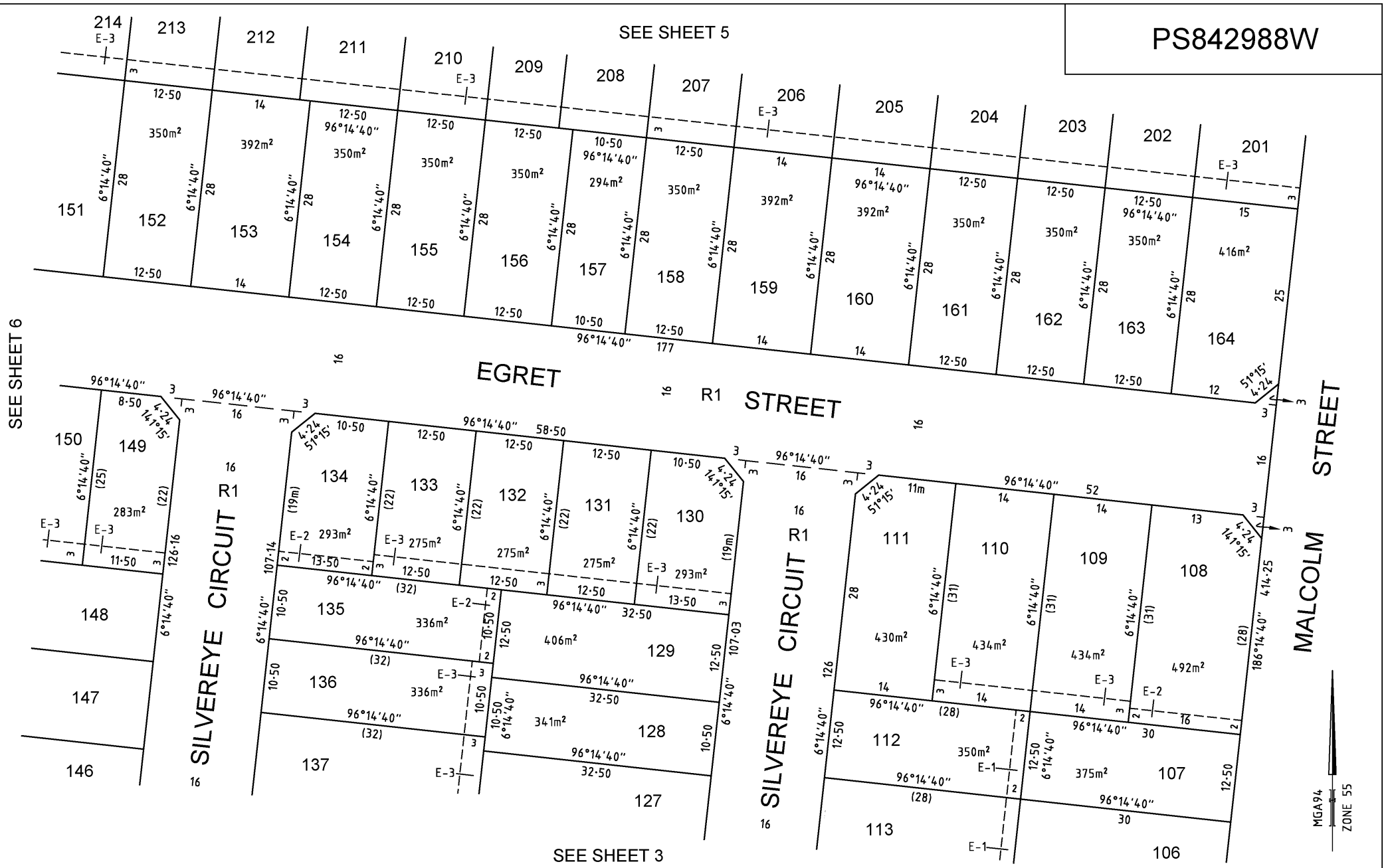
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SCALE		ORIGINAL SHEET	SHEET 3
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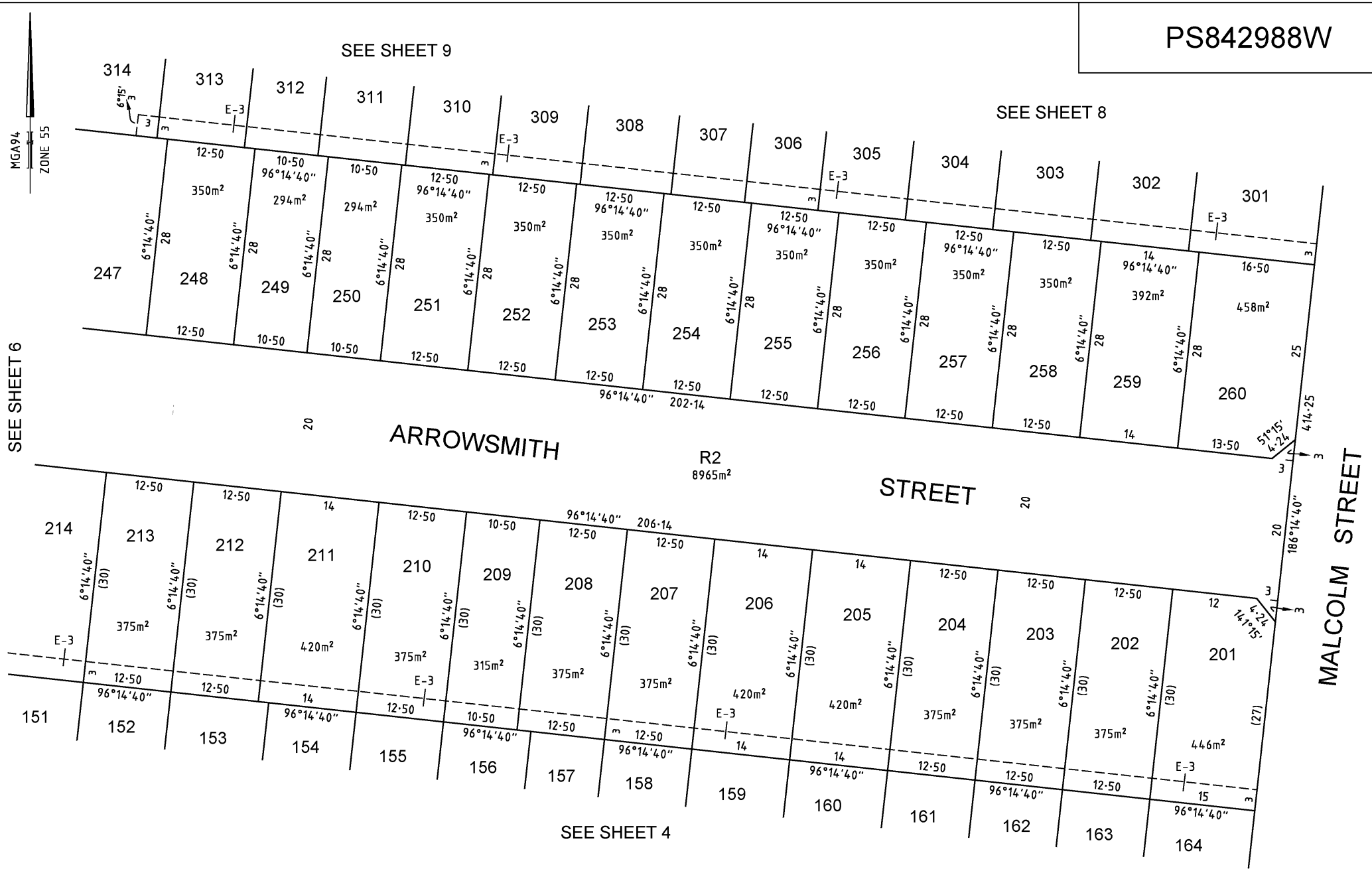
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SCALE		ORIGINAL SHEET	SHEET 4
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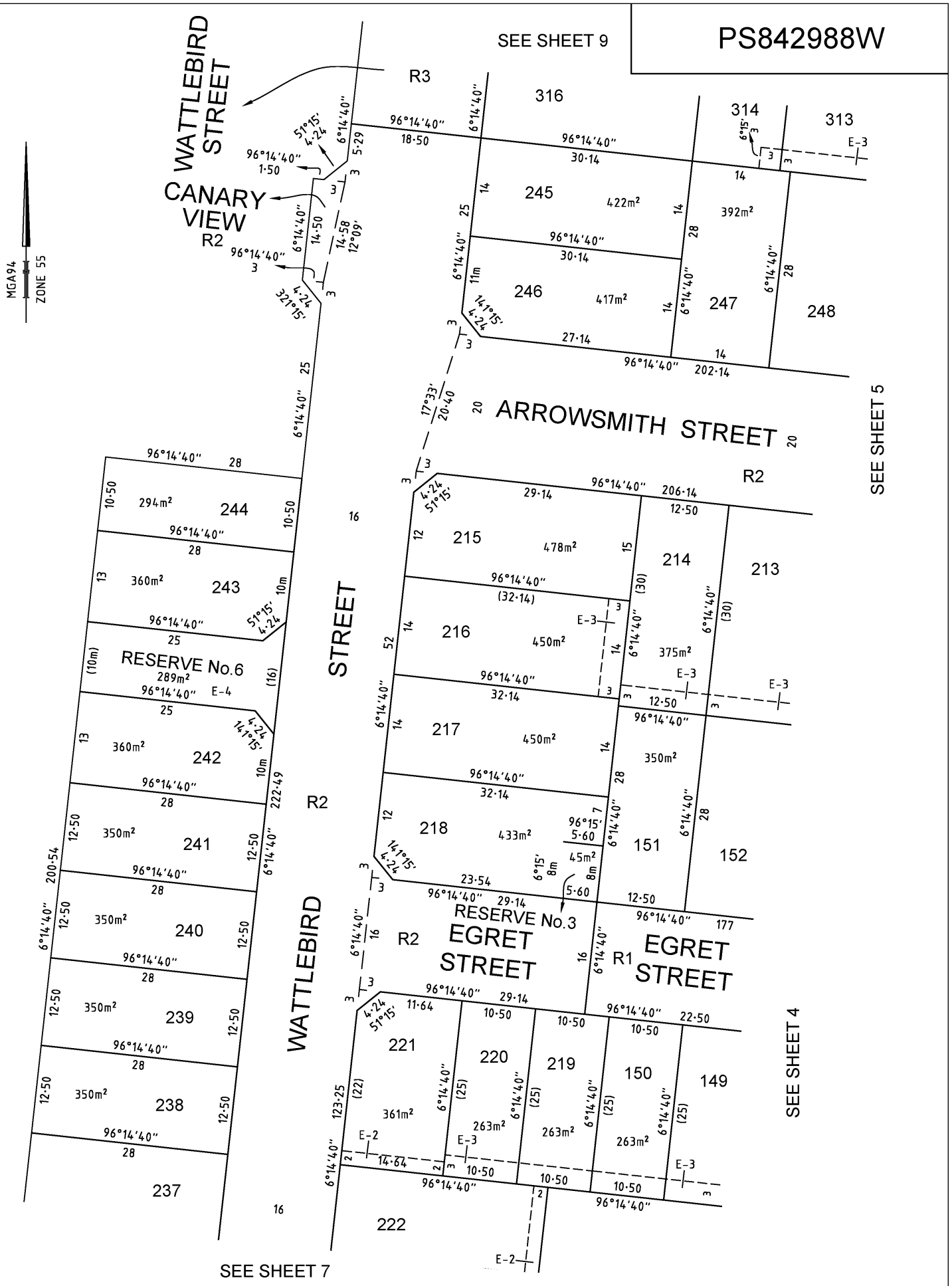
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		EVAN RHYS WEBSTER	VERSION: C	

SHEET 5
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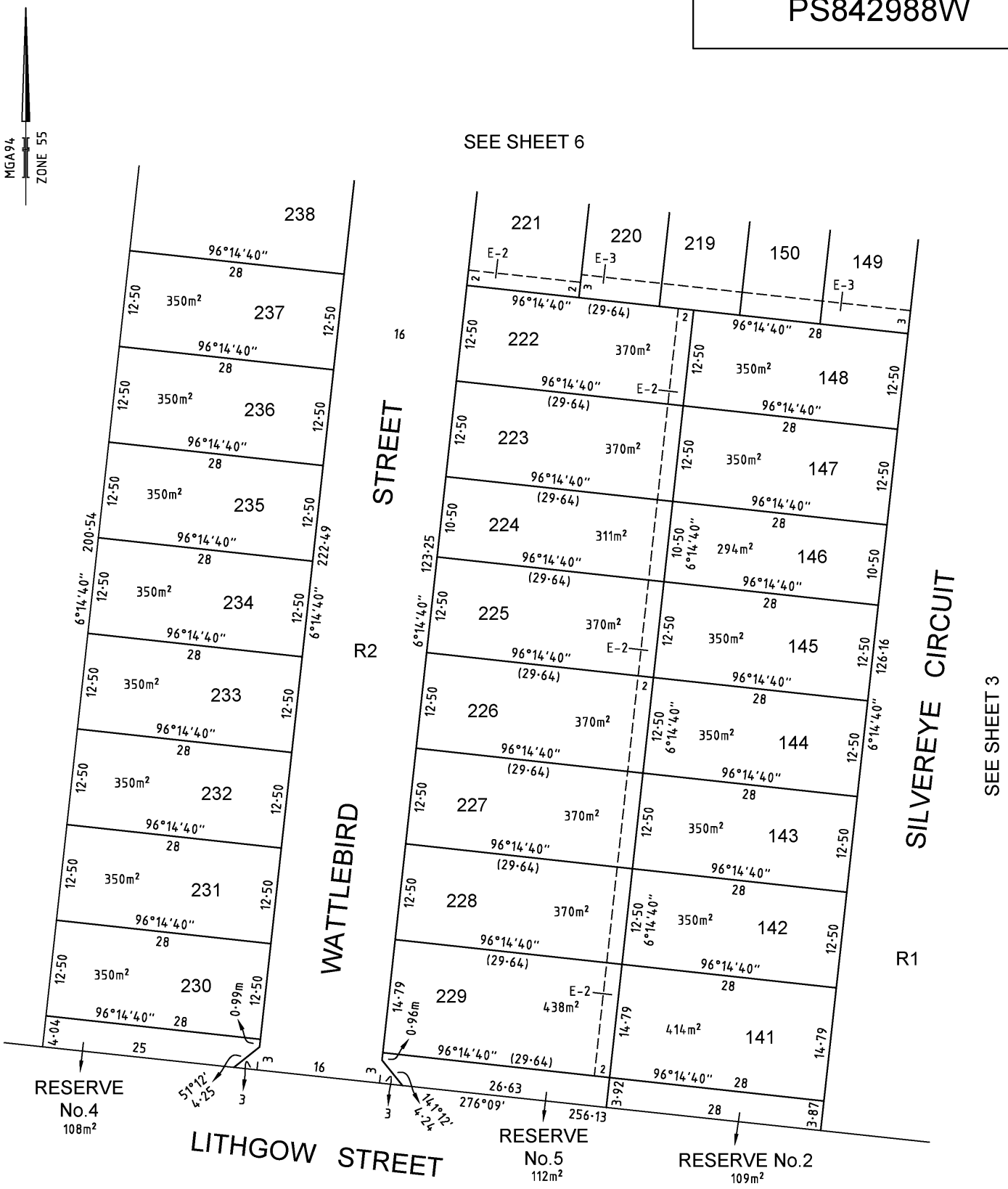
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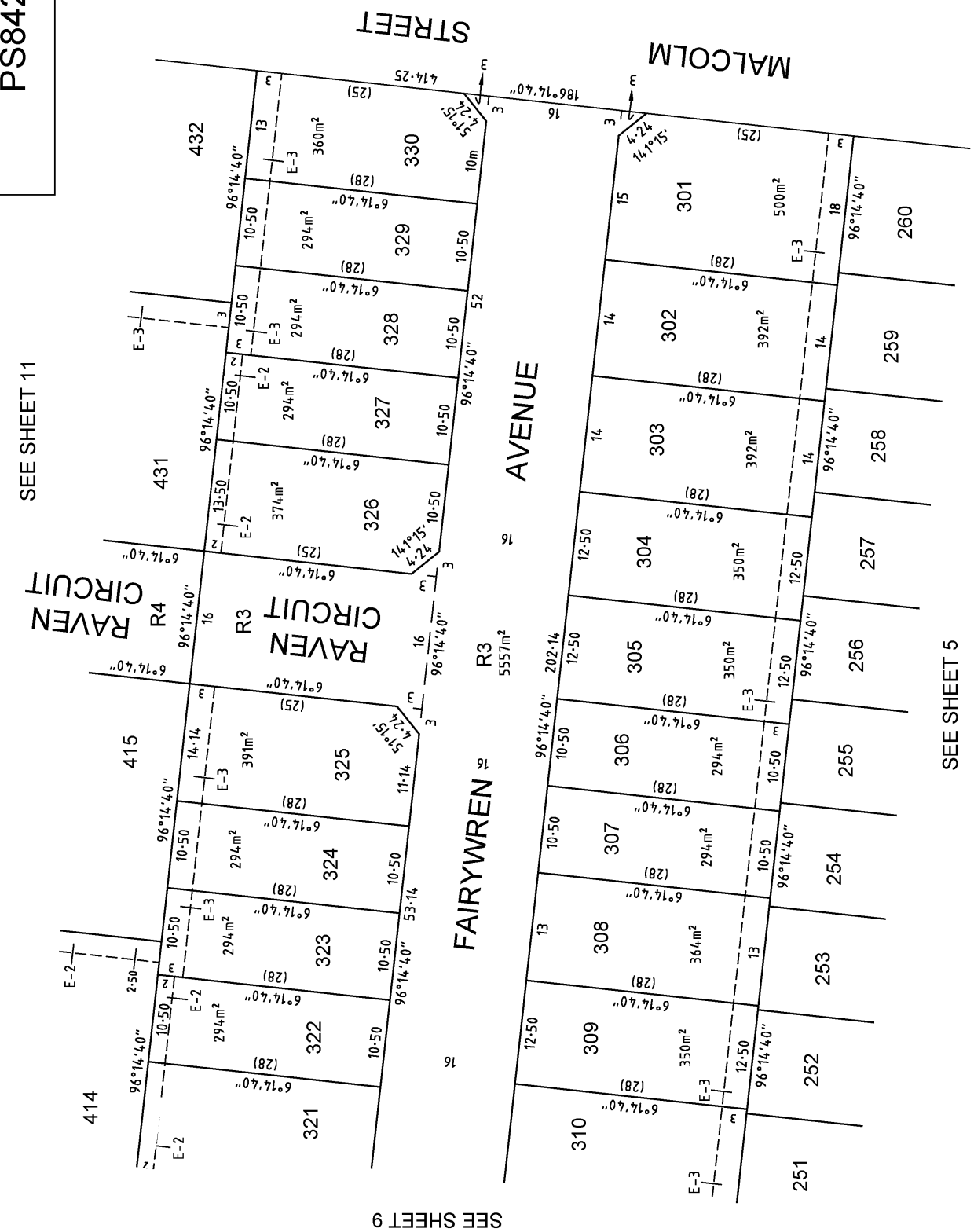


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SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7
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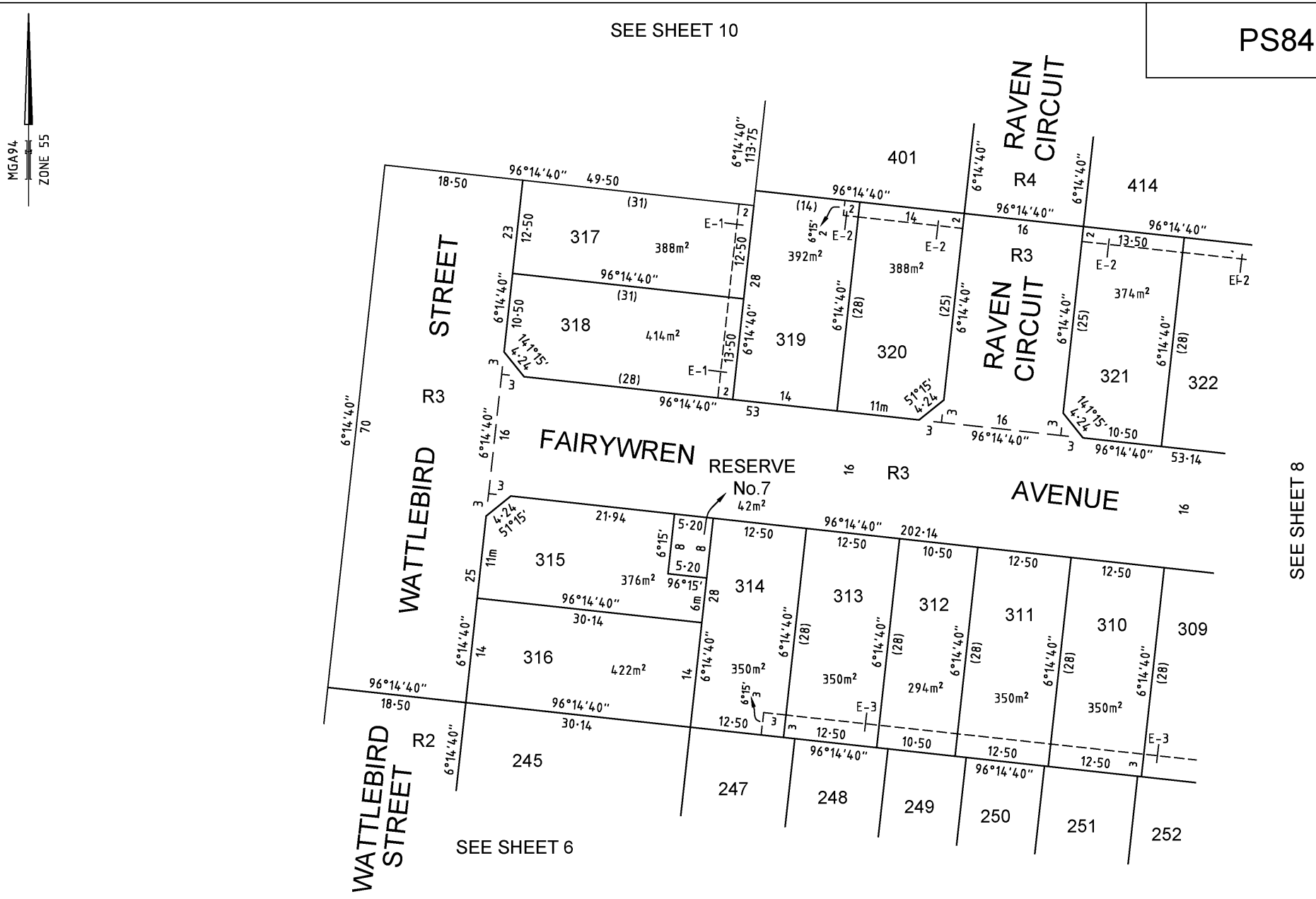


ZONE 55
MGA94

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EVAN RHYS WEBSTER VERSION: C			SURVEYORS REF: 17114

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		EVAN RHYS WEBSTER	VERSION: C	

SHEET 9
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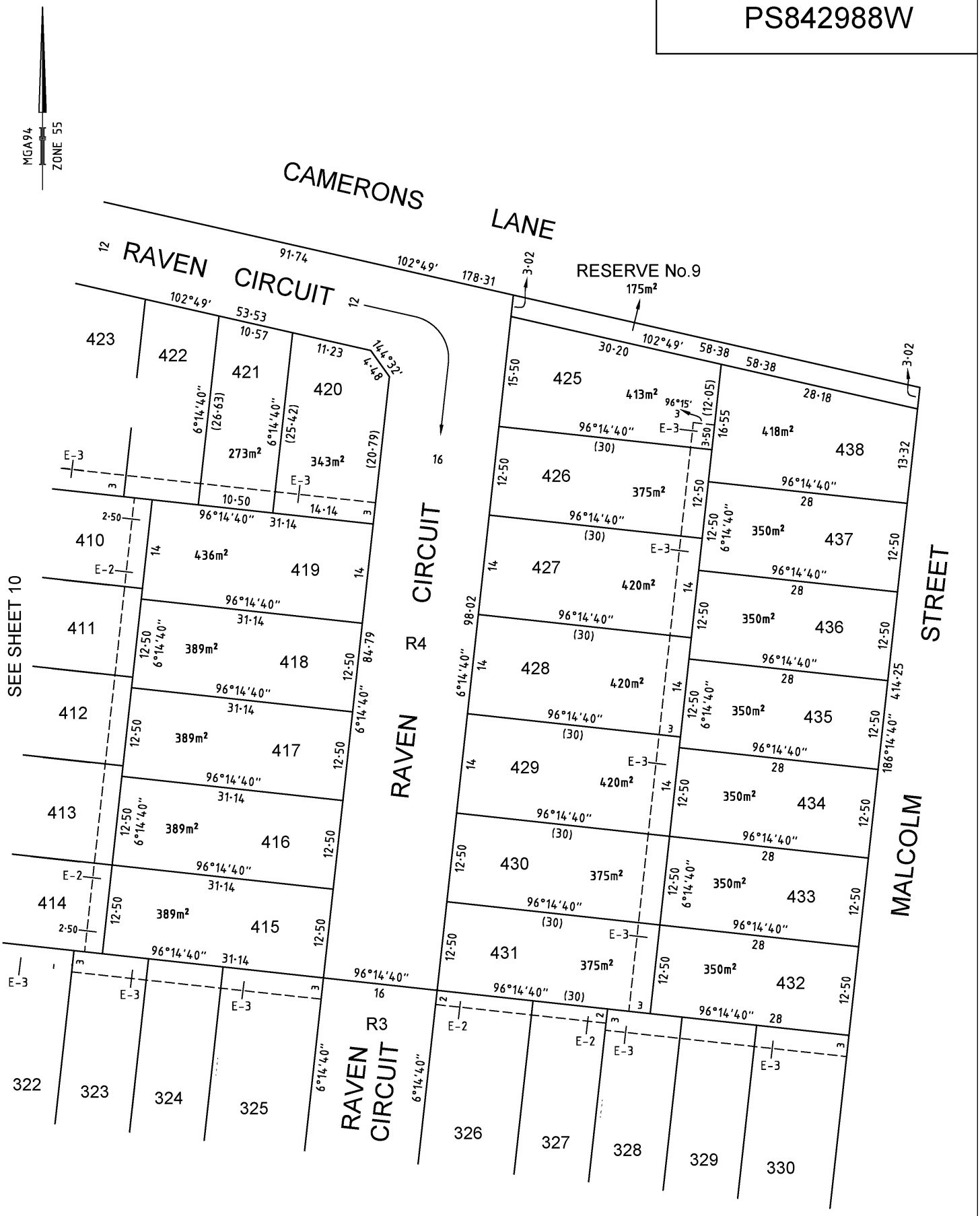
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	EVAN RHYS WEBSTER	VERSION: C		

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CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Except with the prior written consent of the Mitchell Shire Council, the registered proprietor or proprietors of lots on this plan must not construct a dwelling except in accordance with the Housing Design Guidelines endorsed pursuant to planning permit no. PLP304/19.

Land to benefit: Lots 101 to 164 (inclusive)
Land to burden: Lots 101 to 164 (inclusive)

CREATION OF RESTRICTION B

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

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

Table of land burdened and land benefitted:

BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
119	120,140
120	119,121,140
121	120,122,124,140
122	121,123,124
123	122,124
130	129,131
131	129,130,132
132	129,131,133,135
133	132,134,135
134	133,135
146	145,147
149	148,150
150	148,149
157	156,158

DESCRIPTION OF RESTRICTION

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

1. Must not build or permit to be built or remain on the lot a building other than a building which has been constructed in accordance with the Small Lot Housing Code 'Type A' incorporated under the Mitchell Shire Council Planning Scheme, unless a planning permit is granted by the Responsible Authority to construct a building on the lot.

This restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

webster SURVEY GROUP
WEBSTER SURVEY GROUP
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ORIGINAL SHEET SIZE: A3

SHEET 12

SURVEYORS REF: 17114

EVAN RHYS WEBSTER VERSION: C

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CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is created:

Except with the prior written consent of the Mitchell Shire Council, the registered proprietor or proprietors of lots on this plan must not construct a dwelling except in accordance with the Housing Design Guidelines endorsed pursuant to planning permit no. PLP304/19.

Land to benefit: Lots 201 to 260 (inclusive)
Land to burden: Lots 201 to 260 (inclusive)

CREATION OF RESTRICTION D

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

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

Table of land burdened and land benefitted:

BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
219	220, 222
220	219,221,222
244	243
249	248,250
250	249,251

DESCRIPTION OF RESTRICTION

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

1. Must not build or permit to be built or remain on the lot a building other than a building which has been constructed in accordance with the Small Lot Housing Code 'Type A' incorporated under the Mitchell Shire Council Planning Scheme, unless a planning permit is granted by the Responsible Authority to construct a building on the lot.

This restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

webster SURVEY GROUP
WEBSTER SURVEY GROUP
ABN: 35 456 993 855
662 Main Road, Eltham 3095
P.O Box 291, Eltham 3095
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
webstergroup.com.au

ORIGINAL SHEET SIZE: A3

SHEET 13

SURVEYORS REF: 17114

EVAN RHYS WEBSTER VERSION: C

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CREATION OF RESTRICTION E

Upon registration of this plan the following restriction is created:

Except with the prior written consent of the Mitchell Shire Council, the registered proprietor or proprietors of lots on this plan must not construct a dwelling except in accordance with the Housing Design Guidelines endorsed pursuant to planning permit no. PLP304/19.

Land to benefit: Lots 301 to 330 (inclusive)
Land to burden: Lots 301 to 330 (inclusive)

CREATION OF RESTRICTION F

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

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

Table of land burdened and land benefitted:

BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
306	305,307
307	306,308
312	311,313
322	321,323
323	322,324
324	323,325
327	326,328
328	327,329
329	328,330

DESCRIPTION OF RESTRICTION

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

1. Must not build or permit to be built or remain on the lot a building other than a building which has been constructed in accordance with the Small Lot Housing Code 'Type A' incorporated under the Mitchell Shire Council Planning Scheme, unless a planning permit is granted by the Responsible Authority to construct a building on the lot.

This restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

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CREATION OF RESTRICTION G

Upon registration of this plan the following restriction is created:

Except with the prior written consent of the Mitchell Shire Council, the registered proprietor or proprietors of lots on this plan must not construct a dwelling except in accordance with the Housing Design Guidelines endorsed pursuant to planning permit no. PLP304/19.

Land to benefit: Lots 401 to 438 (Both inclusive)
Land to burden: Lots 401 to 438 (Both inclusive)

CREATION OF RESTRICTION H

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

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

Table of land burdened and land benefitted:

BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
403	402, 404
404	403, 405
407	406, 408
408	407, 409
421	419, 420, 422
422	410, 419, 421, 423
423	410, 422, 424

DESCRIPTION OF RESTRICTION

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

1. Must not build or permit to be built or remain on the lot a building other than a building which has been constructed in accordance with the Small Lot Housing Code 'Type A' incorporated under the Mitchell Shire Council Planning Scheme, unless a planning permit is granted by the Responsible Authority to construct a building on the lot.

This restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

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ORIGINAL SHEET SIZE: A3

SHEET 15

SURVEYORS REF: 17114

EVAN RHYS WEBSTER VERSION: C

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RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS842988W

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS S3, 201-260, ROAD R2, RESERVES 4-6	STAGE PLAN	PS842988W/S2	18/11/22	2	RJS
LOT S3	LOT S4, 301 TO 330, ROAD R3 & RESERVE No.7	STAGE PLAN	PS842988W/S3	10/01/24	3	H.T
LOT S4	LOTS 401 TO 438, ROAD R4, RESERVES NO. 8 & 9	STAGE PLAN	PS842988W/S4	11/09/24	4	L.D.R

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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Status	Registered	Dealing Number	AT805202P
Date and Time Lodged	26/11/2020 08:41:21 AM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	120940-02001

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12252/770

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Reference :120940-02001
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	IAN DAVID PRIDGEON
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	26 NOVEMBER 2020

File Notes:
NIL

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

Statement End.

Reference :120940-02001
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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Russell Kennedy Lawyers

MITCHELL SHIRE COUNCIL

and

P8 BEVERIDGE PTY LTD

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

Property: Land in Plan of Consolidation 378570K; Camerons Lane, Beveridge, Victoria

AT805202P

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
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Ref ADC 120940-02001

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THIS AGREEMENT is made on 20

PARTIES

1 **MITCHELL SHIRE COUNCIL**
of 113 High St, Broadford Victoria 3658
(**Council**)

2 **P8 BEVERIDGE PTY LTD**
ACN 623 273 610
of Level 13, 636 St Kilda Road, Melbourne Victoria 3004
(**Owner**)

RECITALS

A The Council is the responsible authority under the Act for the Scheme and is also the Collecting Agency and a Development Agency under the Infrastructure Contributions Plan.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C The Infrastructure Contributions Plan applies to the Land. It outlines the contributions required from the Owner to fund infrastructure and services required as a result of the development of the Land.

D Conditions 15, 16 and 17 of the Permit provide as follows:

"Condition to implement Public Infrastructure Plan

15. Prior to Statement of Compliance of the first plan of subdivision or at such other time which is agreed between Council and the owner, if required by Council or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for the implementation of the Public Infrastructure Plan approved under this permit.

Section 173 Agreement for "top up" payment and other matters.

16. Prior to Statement of Compliance of the first plan of subdivision under the Subdivision Act 1988, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 and the agreement must be registered on the title/s to the land under Section 181 of the Act. The agreement must provide for:

a) In addition to the Monetary Component of the infrastructure contributions required by the permit under the Beveridge Central Infrastructure Contributions Plan, the payment by the permit holder of an additional (top up) amount for each net developable hectare which is equal to the difference between:

i. The supplementary levy as contained in the Beveridge Central Infrastructure Contributions Plan at the date of the agreement, and

ii. The supplementary levy which is introduced in any subsequently amended or new Beveridge Central Infrastructure Contributions Plan that is incorporated into the Mitchell Shire Planning Scheme within 3 years of the date of the agreement; or as the case may be –

b) The payment by Council to the owner of an amount, by way of a refund for each net developable hectare which is equal to the difference between:

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i. The supplementary levy as contained in the Beveridge Central Infrastructure Contributions Plan at the date of the agreement, and

ii. The supplementary levy which is introduced in any subsequently amended or new Beveridge Central Infrastructure Contributions Plan that is incorporated into the Mitchell Shire Planning Scheme within 3 years of the date of the agreement; and

c) The timing of that additional top up or refund payment, as the case may be.

d) If applicable, the prohibition of the sale of lots or vesting of reserves created prior to their embellishment/servicing having regard to the approved Public Infrastructure Plan until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced, unless with the written consent of the Responsible Authority.

e) Where Inner Public Purpose Land is provided to Council, the owner must provide a certificate issued by the State Revenue Office stating that there is no existing or future growth Areas Infrastructure Contribution liability owing or remaining in respect of any land to be provided to Council which may be triggered by the use or development of the land for its intended purpose or alternatively evidence of payment of that Contribution to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan.

f) The implementation of the endorsed Housing Design Guidelines for all lots (unless otherwise provided for as a restriction of title).

The owner must pay the reasonable costs for the preparation, execution and registration of the Section 173 Agreement(s).

Before the issue of a Statement of Compliance under the Subdivision Act 1988 for the first stage, a copy of the Titles Office registration number (dealing number) for the Section 173 Agreement must be provided to the Responsible Authority as proof of registration.

E The Land is encumbered by mortgage number AR356098X in which Maxcap Nominees No.1 Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

F This Agreement has been entered into in order to:

(i) comply with conditions 15 and 16 of the Permit;

(ii) prohibit, restrict or regulate the use or development of the Land;

(iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

G This Agreement is made under Division 2 of Part 9 of the Act.

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OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

(a) **Act** means the *Planning and Environment Act 1987*.

(b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.

(c) **Business Day** means Monday to Friday excluding public holidays in Victoria.

(d) **Collecting Agency** has the meaning set out in the Act.

(e) **Development Agency** has the meaning set out in the Act.

(f) **GAIC** means the Growth Areas Infrastructure Contribution as defined in the Act.

(g) **ICP Land Contributions Totals** means the table included as Annexure A to this Agreement.

(h) **Infrastructure Contributions Plan** means the Beveridge Central Infrastructure Contributions Plan dated April 2020 as amended from time to time.

(i) **Inner Public Purpose Land** means the land referred to as inner public purpose land as set out in the Infrastructure Contributions Plan more specifically defined as the land within the Infrastructure Contributions Plan as land to be set aside for public purposes.

(j) **Land** means the land described in Plan of Consolidation 378570K being the whole of the land contained in certificate of title volume 12252 folio 770.

(k) **Monetary Component** has the meaning set out in the Infrastructure Contributions Plan.

(l) **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 Land or any part of it.

(m) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.

(n) **Permit** means planning permit PLP303/19 issued in respect of the Land by Council on 30 June 2020 authorising the use and development of the Land for Three (3) lot subdivision.

(o) **Public Infrastructure Plan** means the plan approved by Council under the Permit and forming part of the Endorsed Plan.

(p) **Reserve** means a reserve created as a result of the subdivision of the Land or part of it which in the sole opinion of the Council is for the sole use of a utility authority or the Council.

(q) **Residential Lot** means a lot created as a result of the subdivision of the Land or part of it which in the sole opinion of the Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

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(r) **Scheme** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.

(s) **Stage** means a specified stage of the development of the Land as identified in any staging plan forming part of the plan or plans endorsed under the Permit or any subsequent permit for the development of the Land.

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

(u) **Supplementary Levy** has the meaning as set out in the Infrastructure Contributions Plan.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

3.1.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under the Agreement to satisfaction of the Council.

3.1.2 The Parties agree that the Agreement is not intended to bind Residential Lots or Reserves and will come to an end on a Residential Lot and a Reserve upon the creation of a Residential Lot and Reserve resulting from the subdivision of the Land in any Stage provided Council is satisfied that the obligations in this Agreement are secured to its satisfaction and the Agreement will at all times remain recorded on the balance of the Land and part of it.

3.1.3 The Owner of a Residential Lot or Reserve may request in writing Council's consent to end the Agreement in respect of a Residential Lot or Reserve in any Stage following the issue of a Statement of Compliance in respect of that Stage.

3.1.4 Council will not unreasonably without its consent to a written request made pursuant to clause 3.1.3.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Public Infrastructure Plan

The Owner covenants and agrees to implement and comply with the Public Infrastructure Plan to the satisfaction of the Council.

4.2 Embellishment

4.2.1 The Owner covenants and agrees that unless with the prior written consent of the Council, it will not sell any lots to the Council or vest any Reserves in Council until:

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(a) Council is satisfied that the lots to be transferred to the Council or the Reserves have been embellished and serviced in accordance with the Permit or any relevant planning permit; and

(b) a Statement of Compliance has been issued for the applicable Stage of the subdivision,

having regard to the Public Infrastructure Plan.

4.2.2 The Owner covenants and agrees that prior to transferring a lot to Council or vesting any Reserve in Council, and prior to any Inner Public Purpose Land being provided to Council that the Owner will prove to the satisfaction of the Council that:

(a) there will be no GAIC liability in respect of any such lot, Reserve or any Inner Public Purpose Land; or

(b) there is evidence that the Owner has paid the GAIC prior to the issue of a Statement of Compliance for the relevant Stage in which the relevant lot or Reserve will be embellished or serviced in accordance with the Endorsed Plans.

4.3 Infrastructure contributions

The Owner covenants and agrees that:

4.3.1 in addition to the Monetary Component of the infrastructure contributions required to be paid in accordance with Permit and the Infrastructure Contributions Plan, the Owner will pay upon written demand by the Council following the the Gazettal of the ultimate Infrastructure Contributions Plan an additional (top up) amount for each net developable hectare which is equal to the difference between:

(a) the Supplementary Levy as at the date of this Agreement; and

(b) the Supplementary Levy which is introduced in any subsequently amended or new Infrastructure Contributions Plan that is incorporated into the Scheme within three (3) years of the date of this Agreement; or

4.3.2 the Council will pay the Owner an amount, by way of a refund for each net developable hectare and equal to the difference between:

(a) the Supplementary Levy as at the date of this Agreement, and

(b) the Supplementary Levy which is introduced in any subsequently amended or new Infrastructure Contributions Plan that is incorporated into the Scheme within three (3) years of the date of the Agreement.

4.3.3 at the date of this Agreement the top up amount or credit is the amount in the ICP Land Contributions Totals, subject to any relevant indexation or adjustment.

4.3.4 any payment due to the Owner by the Council will be subject to the requirements of the *Local Government Act 1989* and *2020* and subject to any funds available to Council Beveridge Central Infrastructure Contributions Plan Land Equalisation Contributions Reserve. [

4.4 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give

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effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.5 **Further assurance**

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.6 **Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.7 **Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.8 **Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

4.9 **Non-compliance**

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

4.9.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;

4.9.2 to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;

4.9.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

4.9.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

4.9.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

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4.9.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;

4.9.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

4.9.8 if the Owner executes a mortgage as required by clause 4.9.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.10 **Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.11 **Council access**

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.12 **Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.13 **Owner's warranty**

The Owner warrants and covenants that:

4.13.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

4.13.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;

4.13.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

4.13.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

4.13.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

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5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Counterparts

5.3.1 This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument; and

5.3.2 A copy of an original executed counterpart received by email:

(a) must be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

(c) may be produced in evidence for all purposes in place of the original.

5.3.3 If the signatures on behalf of one party are on different counterparts, this will be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

5.4 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.5 Enforcement and severability

5.5.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.5.2 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.

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6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

6.1.4 by email to the person's current email address notified to the other party; or

6.1.5 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

6.2.1 if served personally or left at the person's address, upon service;

6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;

6.2.3 if sent by email, subject to the clause 6.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;

6.2.4 if served by facsimile, subject to the clause 6.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

6.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

7.1 the singular includes the plural and vice versa;

7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

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7.5 words importing one gender include other genders;

7.6 other grammatical forms of defined words or expressions have corresponding meanings;

7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

7.7.1 two or more parties; or

7.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

7.12 a party that is a trustee is bound both personally and in its capacity as trustee;

7.13 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the delegate of the **MITCHELL SHIRE COUNCIL** pursuant to an instrument of delegation in the presence of:

.....
(Signature of Delegate)

.....
(Signature of Witness)

Madison Tanti
(Name of Witness)

J. McNulty
Manager Development Approvals
(Name and Position of Delegate)

1/61 High St Kyallan VIC 3756
(Usual address)

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SIGNED SEALED AND DELIVERED by **P8 BEVERIDGE PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by authorised persons:)

Director

JASON GIARRUSSO
Full Name

8-12 GLEN MOIDART DR BERWICK
Usual Address

Date: 12/11/2020

*Director/company secretary
*Delete whichever is inapplicable

Matthew Selleck
Full Name

3703-90 Lorimer St
Usual Address
Docklands 3008.

20/11/20

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SCHEDULE 1

MORTGAGEE'S CONSENT

MAXCAP NOMINEES NO.1 PTY LTD as Mortgagee under Mortgage No. AR356098X which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 19th November 2020

Executed for and on behalf of
MAXCAP NOMINEES NO.1 PTY LTD

Brae Sokolski

William McWilliams

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ANNEXURE A

ICP Land Contributions Totals Table

Development Site	Total Area (sqm)	Land for Open Space (sqm)	Land Contribution for Road Widening (sqm)	Total Land Contribution (sqm)	Land Contribution %	Land Credit Amount	PAO (sqm)	NDA (sqm)	NDA %	Land Equalisation Amount	ICP Land Credit or Payment
1	99,046	-	-	-	0.00%	$ -	1,918	97,128	37.63%	$ 1,341,301.03	-$ 1,341,301.03
2	80,094	12,334	10,908	23,242	100.00%	$ 7,257,609.15	-	56,852	22.03%	$ 785,104.67	$ 6,472,504.48
3	104,103	-	-		0.00%	$ -	-	104,103	40.34%	$ 1,437,623.15	-$ 1,437,623.15
				23,242	100.00%	$ 7,257,609.15		258,083	100.00%	$ 3,564,028.85	

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 09/04/2024 01:50:28 PM

Status	Registered	Dealing Number	AV789259Y
Date and Time Lodged	27/06/2022 05:37:27 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC 9030571

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12283/858

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 JUNE 2022

File Notes:
NIL

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

Statement End.

Reference :MYM:S173LC 9030571
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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MILLS OAKLEY

Section 173 Agreement

BETWEEN

Mitchell Shire Council

AND

Allam Land No.6 Pty Limited (ACN 637 205 595)

PROPERTY:

33 Camerons Lane, Beveridge VIC 3753

MILLS OAKLEY
Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: +61 3 9670 9111
Facsimile: +61 3 9605 0933
DX 558 MELBOURNE
www.millsoakley.com.au
Ref: AJB/5985742

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MILLS OAKLEY

Parties

Mitchell Shire Council
of 113 High Street, Broadford VIC 3658

(Council)

Allam Land No.6 Pty Limited (ACN 637 205 595)
of Level 3, 11 Brookhollow Avenue, Norwest NSW 2153

(Owner)

Background

A. The Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.

C. The Council and the Owner have agreed to enter into this Agreement for the purpose of ensuring the construction, maintenance and removal of a Drainage Retardation Basin on Lots 101 to 105 (all inclusive) and Lots 114 to 118 (all inclusive) for the efficient operation of the Development.

D. This Agreement has been entered into in order to:

(i) prohibit, restrict and regulate the use or development of the Land and the Development;

(ii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E. This Agreement is made under Division 2 of Part 9 of the Act.

Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Act means the Planning and Environment Act 1987 (Vic).

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

Approved Basin Plans means the plans for the temporary drainage basin approved in writing by the Council.

Basin Land means Lots 101 to 105 (all inclusive) and Lots 114 to 118 (all inclusive) on the Plan of Subdivision of the Land.

Business Day means Monday to Friday excluding public holidays in Victoria.

Development means the development of the Land in accordance with the Planning Permit.

Drainage Retardation Basin means a temporary drainage basin for the capture and storage of stormwater associated with the Development including all the infrastructure

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associated with a drainage basin to be built on the Basin Land in accordance with the Approved Basin Plans.

Land means the land being the whole of the land described in Certificate of Title Volume 12283 Folio 858 being Lot A on Plan of Subdivision 821579J known as 33 Camerons Lane, Beveridge VIC 3753.

Loss means any debt or other monetary liability or penalty, fine or payment or any damages, losses, Claims, costs, charges, expenses (including legal expenses as between solicitor and client) or any other obligation, liability or detriment, irrespective of whether such is actual, prospective or contingent; owed, incurred or imposed by, to, for or on account of any person alone or severally or jointly with another person; owed, incurred or imposed as compensation or damages, whether for breach of contract or tort or on any other basis, or as losses, costs or expenses or on any other account; or any contractual, tortious, statutory, legal, equitable, statutory or other obligation or liability to do or perform any act or to refrain from doing or performing any act.

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 Land or any part of it.

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

Plan of Subdivision means Plan of Subdivision 842988W (Stage 1) certified by the Council on 23 February 2022 as amended and certified by the Council from time to time.

Planning Permit means planning permit no. PLP304/19, as amended from time to time, which was issued by Council on 4 September 2020 and amended on 18 September 2020 and other planning permit issued under the Planning Scheme, which authorises the development of the Land.

Planning Scheme means the Mitchell Planning Scheme.

Public Liability Insurance means a public liability insurance policy covering loss of life and bodily injury and loss of or damage to property occurring in relation to the Drainage Retardation Basin for at least $20 million (or such other amount as the Council may reasonably require) for any single accident, event or Claim.

1.2 Interpretation

In this Agreement, unless inconsistent with the context or subject matter:

(a) the singular includes the plural and the plural includes the singular;

(b) a reference to a gender includes a reference to each other gender;

(c) a reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;

(d) if a Party to this Agreement is more than one person this Agreement binds them jointly and each of them severally;

(e) any reference in this Agreement to a Party includes the agents, officers, employees, servants, workers and contractors of that Party;

(f) a reference to legislation includes:

(i) a modification or re-enactment of it;

(ii) a legislative provision substituted for it or an amendment of it; and

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(iii) a regulation or statutory instrument issued under it;

(g) all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;

(h) the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals;

(i) a reference to this Agreement includes any variation or replacement of it;

(j) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Planning Permit have the same meaning in this Agreement, and this Agreement must be interpreted having regard to the provisions of the Planning Permit, the Planning Scheme and the Act; .

(k) where, in this Agreement, Council may exercise any power, duty or function, that power, duty or function may be exercised on behalf of Council by an authorised or delegated officer; and

(l) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

2 Agreement under Section 173 of the Act

The Parties agree that without limiting or restricting their respective 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.

3 Specific Obligations of the Owner

3.1 Constructions of Drainage Retardation Basin

The Owner covenants and agrees that the Owner will:

(a) prepare plans for the design, construction, location, fencing, signage and landscaping of the Drainage Retardation Basin and provide those plans to the Council for Council's written approval; and

(b) construct the Drainage Retardation Basin on Lots 101 to 105 (all inclusive) and Lots 114 to 118 (all inclusive) in accordance with the Approved Basin Plans; and

(c) prior to commissioning of the Drainage Retardation Basin install fencing and signage in accordance with the Approved Basin Plans around the Drainage Retardation Basin to ensure that only appropriate personnel can access the temporary Drainage Retardation Basin noting that:

(i) the fence must be rural standard post and wire fence with five (5) strands that is designed to restrict public access to the Drainage Retardation Basin;

(ii) provide advisory warning signage at prominent spacing advising of prohibited entry to unauthorised persons; and

(iii) the only access to the Drainage Retardation Basin through the fence must be via a locked gate; and

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(d) following the construction of the Drainage Retardation Basin and appropriate fencing and signage, undertake the appropriate landscaping in accordance with the Approved Basin Plans;

all to the Owner's cost and to the reasonable satisfaction of the Council.

3.2 Maintenance of the Drainage Retardation Basin

The Owner covenants and agrees that:

(a) the Owner will maintain the Drainage Retardation Basin, fencing, signage and landscaping at its own cost and to the reasonable satisfaction of the Council; and

(b) the Drainage Retardation Basin, fencing, signage and landscaping must not be modified or altered in any way, except with the prior written approval of Council.

3.3 Future outfall drainage and Melbourne Water scheme retardation

The Owner acknowledges and agrees that:

(a) the Drainage Retarding Basin must remain on Lots 101 to 105 (all inclusive) and Lots 114 to 118 (all inclusive) and until Melbourne Water trunk outfall drainage and scheme retardations constructed south of Rankin Street as per Kalkallo Creek Drainage Scheme to the reasonable satisfaction of Responsible Authority that serves the Development; and

(b) when the outfall drainage and retardation becomes available, the Owner will carry out the necessary works to achieve a connection to the reticulated drainage system and, if necessary, connect the Drainage Retarding Basin to the reticulated drainage system; and

(c) decommission the Drainage Retarding Basin and remove any associated temporary infrastructure from Lots 101 to 105 (all inclusive) and Lots 114 to 118 (all inclusive) and reinstate the Basin Land including provision of all infrastructure, modify the existing fence along southern boundary of Lot 101 and Lot 118 to taper down near the intersection and filling of the basin in accordance with Australian Standard to reinstate residential lots to the reasonable satisfaction of Responsible Authority;

all at no cost to the Council and all in accordance with the Approved Basin Plans to the **reasonable** satisfaction of the Council.

3.4 Council access

The Owner covenants:

(a) to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Basin Land and/or the Land (at any reasonable time) upon prior written notice to assess compliance with this Agreement and the Approved Basin Plans; and

(b) to provide the Council with keys or other devices necessary to enable the Council and its officers, employees, agents, workmen and contractors or any of them access the Drainage Retardation Basin.

3.5 Cost

The Owner covenants and agrees that the Owner is responsible for all costs associated with the Drainage Retardation Basin, fencing, signage and landscaping, including its

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operation, maintenance, and any inspection of the Drainage Retardation Basin by the Council, its officers, employees, agents, workmen and contractors.

3.6 Public liability insurance

Prior to commencing any works relating to the Drainage Retardation Basin, fencing, signage and landscaping, the Owner covenants and agrees to take out and keep current or procure evidence of the taking out and keeping current at all times with a reputable insurer Public Liability Insurance in a form acceptable to the Council.

3.7 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

3.8 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 legal or equitable interest in the Land which may affect, or be affected by, this Agreement.

3.9 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

3.10 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

(a) to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance; and

(b) to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance; and

(c) to pay interest at the rate of 2% above the rate prescribed under section 2 of the Penalty Interest Rates Act 1983 on all moneys which are due and payable but remain owing under this Agreement until they are paid in full; and

(d) if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

(e) to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and

(f) that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and

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(g) that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

(h) if the Owner executes a mortgage as required by clause 3.10(d), any breach of this Agreement is deemed to be a default under that mortgage.

3.11 **Standard of works**
The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the reasonable satisfaction of the Council.

3.12 **Covenants run with the Land**
The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4 Indemnity

(a) The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement and the Approved Basin Plans.

(b) For avoidance of doubt, the Owner at all times indemnifies and keeps the Council indemnified against all Claims made against or any Loss suffered by the Council by reason of any damage to property, or death or injury suffered by any person when using or entering any part of the Basin Land for the purposes of constructing, maintaining, and removing the Retarding Basin, or arising as a result of any wilful act, negligence or default on the part of the Owner in relation to the use of Drainage Retardation Basin.

5 Further assurance

Each of the Parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be necessary to give effect to this Agreement.

6 No fettering of powers of Council

The Owner expressly acknowledges and agrees that:

(a) nothing in this Agreement; nor

(b) the performance by the Owner of any of its obligations under this Agreement,

restrains or fetters the exercise by Council of its powers, duties and discretions under the Act or Planning Scheme in relation to its consideration, approval or amendment of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

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7 No waiver

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

8 Costs

The Owner shall pay the Council's reasonable legal costs of and incidental to the preparation and registration of this Agreement.

9 Notices

9.1 Service of notice

A notice or other communication required or permitted to be served by a Party on another Party shall be in writing and may be served at the address, telephone or facsimile details of the Parties:

(a) by delivering it personally to that Party;

(b) 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

(c) 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.

9.2 Time of notice

A notice or other communication is deemed served:

(a) if delivered personally, on the next following Business Day;

(b) if posted within Australia to an Australian address, on the expiration of two (2) Business Days after the date of posting and in any other case, seven (7) Business Days after the date of posting; or

(c) if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the next Business Day following the transmission.

10 Severability

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

11 Governing law

This Agreement is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

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12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

13 Disputes

13.1 If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.

13.2 If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an arbitrator agreed upon in writing by the Parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.

13.3 The Parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to in clause 13.1 or clause 13.2 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

14 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

15 End of Agreement

15.1 This Agreement ends:

(a) upon completion of the Owner's obligations under this Agreement to the reasonable satisfaction of the Council acting reasonably;

(b) by agreement between the Owner and the Council; or

(c) in accordance with the Act.

15.2 As soon as reasonably practicable after the Agreement has ended the Council must, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register.

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Execution Page

EXECUTED as a Deed on 2022

Execution by the Council

SIGNED SEALED AND DELIVERED on behalf of **Mitchell Shire Council** pursuant to the power delegated to him/her by an instrument of delegation dated.....)

Signature of Witness

Madison Tanti

Name of Witness
(Please print)

61 High Street Wallan VIC 3756

Address of Witness
(Please print)

Admin officer Stat Plan

Occupation of Witness
(Please print)

Signature of Delegate

ROBERT FORD
ACTING MANAGER-DEVELOPMENT APPROVALS

Name and Position of Delegate

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Execution by the Owner

EXECUTED by Allam Land No.6 Pty Limited (ACN 637 205 595) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director

BEN JAVED ALLAM

Name of Director
(Please print)

Signature of ~~Director~~ / Company Secretary
(delete as applicable)

FEDERICO MARUCA

Name of Director / Company Secretary
(Please print)

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Mortgagee's Consent

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee under Mortgage No. **AU072374F** which encumber the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 23 June 2022

Executed for and on behalf of
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Executed for and on behalf of)
Australia and New Zealand Banking Group Limited)
ABN 11 005 357 522)
under Power of Attorney dated *18th November 2002*)
and registered in *New South Wales*)
Book: 4376 Folio: 410 by)
ANDREW LYALL)
who certifies that he/she is a)
Senior Manager/Manager)
and that he/she has not received)
notice of revocation of that Power.)

Signature of Attorney
In the presence of

Signature of Witness
TIM MASMAN
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

AV789259Y

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Mortgagee's Consent

ARDENT JOY OPPORTUNITY III LTD as Mortgagee under Mortgage No. **AU158172R** which encumber the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED:

Executed for and on behalf of
ARDENT JOY OPPORTUNITY III LTD

I have no notice of the revocation of the power of attorney under which I sign this document

Signed, sealed and delivered on behalf
Ardent Joy Opportunity III Ltd by its
attorney under the power of attorney
registered book 4797 no. 268
in the presence of:

Erin Layton
Dentons Australia
77 Castlereagh Street
Sydney NSW 2000

Peter Luke, Partner

AV789259Y

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AW246996J
Date and Time Lodged	08/11/2022 06:17:30 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173 9119974

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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Estate and/or Interest
FEE SIMPLE

Land Title Reference
12388/713

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 NOVEMBER 2022

File Notes:
NIL

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Statement End.

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Section 173 Agreement

BETWEEN

Mitchell Shire Council

AND

Allam Land No.6 Pty Limited (ACN 637 205 595)

PROPERTY:

33 Camerons Lane, Beveridge VIC 3753

MILLS OAKLEY
Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: +61 3 9670 9111
Facsimile: +61 3 9605 0933
DX 558 MELBOURNE
www.millsoakley.com.au
Ref: AJB/5985742

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Parties

Mitchell Shire Council
of 113 High Street, Broadford VIC 3658

(**Council**)

Allam Land No.6 Pty Limited (ACN 637 205 595)
of Level 3, 11 Brookhollow Avenue, Norwest NSW 2153

(**Owner**)

Background

A. The Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.

C. The Council and the Owner have agreed to enter into this Agreement to withhold the release of Lot 201 and Lot 260 until the construction of the frontage road as part of Malcolm Street construction are completed in accordance with the Drawing No. 129310RD04, Rev C and dated 19 May 2022 prepared by Peak Urban and to the satisfaction of the Council.

D. This Agreement has been entered into in order to:

(i) prohibit, restrict and regulate the use or development of the Land and the Development;

(ii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E. This Agreement is made under Division 2 of Part 9 of the Act.

Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Act means the Planning and Environment Act 1987 (Vic).

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

Business Day means Monday to Friday excluding public holidays in Victoria.

Development means the development of the Land in accordance with the Planning Permit.

Land means the land being the whole of the land described in Certificate of Title Volume 12388 Folio 713 being Lot S2 on Plan of Subdivision 842988W known as 33 Camerons Lane Street, Beveridge VIC 3753.

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 Land or any part of it.

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

Plan of Subdivision means Plan of Subdivision 842988W/S2 certified by the Council on 18 August 2022 as amended and certified by the Council from time to time.

Planning Permit means planning permit no. PLP304/19, as amended from time to time, which was issued by Council on 4 September 2020 and amended on 18 September 2020 and other planning permit issued under the Planning Scheme, which authorises the development of the Land.

Planning Scheme means the Mitchell Planning Scheme.

1.2 Interpretation

In this Agreement, unless inconsistent with the context or subject matter:

(a) the singular includes the plural and the plural includes the singular;

(b) a reference to a gender includes a reference to each other gender;

(c) a reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;

(d) if a Party to this Agreement is more than one person this Agreement binds them jointly and each of them severally;

(e) any reference in this Agreement to a Party includes the agents, officers, employees, servants, workers and contractors of that Party;

(f) a reference to legislation includes:

(i) a modification or re-enactment of it;

(ii) a legislative provision substituted for it or an amendment of it; and

(iii) a regulation or statutory instrument issued under it;

(g) all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;

(h) the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals;

(i) a reference to this Agreement includes any variation or replacement of it;

(j) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Planning Permit have the same meaning in this Agreement, and this Agreement must be interpreted having regard to the provisions of the Planning Permit, the Planning Scheme and the Act;

(k) where, in this Agreement, Council may exercise any power, duty or function, that power, duty or function may be exercised on behalf of Council by an authorised or delegated officer; and

(l) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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2 Agreement under Section 173 of the Act

The Parties agree that without limiting or restricting their respective 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.

3 Specific Obligations of the Owner

3.1 Withhold Lot 201 and Lot 260

The Owner covenants and agrees that the Owner will withhold the release of Lot 201 and Lot 260 of the Plan of Subdivision until the construction of the frontage road as part of Malcolm Street construction are completed in accordance with Drawing No. 129310RD04, Rev C and dated 19 May 2022 prepared by Peak Urban and to the reasonable satisfaction of the Council ("**Works**").

3.2 Cost

The Owner covenants and agrees that the Owner is responsible for all costs associated with the construction of the Works.

3.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

3.4 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 legal or equitable interest in the Land which may affect, or be affected by, this Agreement.

3.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

3.6 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

(a) to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance; and

(b) to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance; and

(c) to pay interest at the rate of 2% above the rate prescribed under section 2 of the Penalty Interest Rates Act 1983 on all moneys which are due and payable but remain owing under this Agreement until they are paid in full; and

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(d) if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

(e) to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and

(f) that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and

(g) that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

(h) if the Owner executes a mortgage as required by clause (d), any breach of this Agreement is deemed to be a default under that mortgage.

3.7 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the reasonable satisfaction of the Council.

3.8 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

5 Further assurance

Each of the Parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be necessary to give effect to this Agreement.

6 No fettering of powers of Council

The Owner expressly acknowledges and agrees that:

(a) nothing in this Agreement; nor

(b) the performance by the Owner of any of its obligations under this Agreement,

restrains or fetters the exercise by Council of its powers, duties and discretions under the Act or Planning Scheme in relation to its consideration, approval or amendment of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

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7 No waiver

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

8 Costs

The Owner shall pay the Council's reasonable legal costs of and incidental to the preparation and registration of this Agreement.

9 Notices

9.1 Service of notice

A notice or other communication required or permitted to be served by a Party on another Party shall be in writing and may be served at the address, telephone or facsimile details of the Parties:

(a) by delivering it personally to that Party;

(b) 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

(c) 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.

9.2 Time of notice

A notice or other communication is deemed served:

(a) if delivered personally, on the next following Business Day;

(b) if posted within Australia to an Australian address, on the expiration of two (2) Business Days after the date of posting and in any other case, seven (7) Business Days after the date of posting; or

(c) if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the next Business Day following the transmission.

10 Severability

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

11 Governing law

This Agreement is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

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12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

13 Disputes

13.1 If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.

13.2 If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an arbitrator agreed upon in writing by the Parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.

13.3 The Parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to in clause 13.1 or clause 13.2 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

14 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

15 End of Agreement

15.1 This Agreement ends:

(a) upon completion of the Owner's obligations under this Agreement to the reasonable satisfaction of the Council acting reasonably;

(b) by agreement between the Owner and the Council; or

(c) in accordance with the Act.

15.2 As soon as reasonably practicable after the Agreement has ended the Council must, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register.

AW469951J

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Execution Page

EXECUTED as a Deed on FRIDAY 21st of OCTOBER 2022

Execution by the Council

SIGNED SEALED AND DELIVERED on behalf of **Mitchell Shire Council** pursuant to the power delegated to him/her by an instrument of delegation dated .....

Signature of Witness

Ben MICALLEF

Name of Witness
(Please print)

61 HIGH ST, WALLAN

Address of Witness
(Please print)

ACTING COORDINATOR STATUTORY PLANNING.

Occupation of Witness
(Please print)

Signature of Delegate

TRAVIS CORWAY

Name and Position of Delegate

MANAGER STRATEGIC PLANNING & ECONOMY

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Execution by the Owner

EXECUTED by Allam Land No.6 Pty Limited (ACN 637 205 595) in accordance with section 127 of the Corporations Act 2001)

Signature of Director

BEN JAVED ALLAM

Name of Director
(Please print)

Signature of ~~Director~~ / Company Secretary
(delete as applicable)

FEDERICO MARUCA

Name of ~~Director~~ / Company Secretary
(Please print)

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Mortgagee's Consent

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee under Mortgage No. **AU072374F** which encumber the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED:

Executed for and on behalf of
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Executed for and on behalf of)
Australia and New Zealand Banking Group Limited)
ABN 11 005 357 522)
under Power of Attorney dated *18th November 2002*)
and registered in *New South Wales*)
Book: 4376 Folio: 410 by)
ADRIAN ZANTIS)
who certifies that he/she is a)
Senior Manager/Manager)
and that he/she has not received)
notice of revocation of that Power.)

.....
Signature of Attorney
In the presence of

.....
Signature of Witness

MICHAEL TEMPLE
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

AW246996J

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Mortgagee's Consent

GREEN HOPE OPPORTUNITY IX LIMITED (ARBN 658 465 304) as Mortgagee under Mortgage No. AW066108V which encumber the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 29 SEPTEMBER 2022

Executed for and on behalf of
GREEN HOPE OPPORTUNITY IX LIMITED (ARBN 658 465 304)
UNDER POWER OF ATTORNEY BOOK 4803 NO 834
IN THE PRESENCE OF

WITNESS SIGNATURE	ATTORNEY SIGNATURE
ERIN LAYTON	
WITNESS NAME	PETER LUKE ATTORNEY NAME
77 CASTLEREAGH STREET, SYDNEY	
WITNESS ADDRESS	

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Department of Environment, Land, Water & Planning

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Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9270419 - Withh

APPLICATION TO RECORD AN INSTRUMENT

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Estate and/or Interest
FEE SIMPLE

Land Title Reference
12438/104

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Department of Environment, Land, Water & Planning

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3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	04 DECEMBER 2023

File Notes:
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Statement End.

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Maddocks

Date / /

30/11/2023

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Alkyra Estate 33 Camerons Lane Beveridge Central

Purpose of Agreement - Withholding of lot sales - Stage 3 Retarding Basin Works

Mitchell Shire Council

and

Allam Land No. 6 Pty Ltd ACN 637 205 595

AX513608B

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 30/11/2023

Parties

Name	**Mitchell Shire Council**
Address	Municipal Offices, High Street, Broadford, Victoria
Short name	**Council**

Name	**Allam Land No.6 Pty Ltd ACN 637 205 595**
Address	Office 37 Level 3 11 – 13 Brookhollow Avenue Norwest NSW 2153
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. The Owner has provided the Undertaking to Council.

D. Council has required the Owner to enter into this Agreement to give additional force to the Undertaking.

E. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act* 1987.

Agreement means this Deed.

Approved Plans means the plans prepared and approved by Council in relation

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to the Drainage Works pursuant to clause 5.1 of this Agreement.

Building has the same meaning as in the Act.

Certificate of Occupancy means an occupancy permit under the *Building Act* 1993.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the responsible authority, stating that the Drainage Works have been completed to its satisfaction.

Claim means any claim, objection, requisition, notice, demand, action, proceeding, litigation, investigation or judgment, whether based in contract, tort, statute or otherwise.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

(a) $102 if paid within 12 months from the date that this Agreement commences; or

(b) $102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, mitchell@mitchellshire.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Drainage Works Land means that part of the Subject Land comprising Lots 301, 302 and 303 on the Plan of Subdivision and any other land reasonably required so as to be able to accept and store stormwater associated with the development of the Subject Land in accordance with condition 59(aa) of the Planning Permit.

Drainage Works means the construction of the temporary retarding basin for the capture and storage of stormwater associated with the development of the Subject Land including all infrastructure associated with a temporary retarding basin constructed on the Drainage Works Land and which is constructed in accordance with the Approved Plans so as to comply with condition 59(aa) of the Planning Permit and all to the satisfaction of Council.

Dwelling means a house whether it is an attached or detached dwelling.

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Indexation means an amount by the Consumer Price Index (all groups) Melbourne as published by the Australian Bureau of Statistics.

Loss means any debt or other monetary liability or penalty, fine or payment or any damages, losses, Claims, costs, charges, expenses (including legal expenses as between solicitor and client) or any other obligation, liability or detriment, irrespective of whether such is actual, prospective or contingent; owed, incurred or imposed by, to, for or on account of any person alone or severally or jointly with another person; owed, incurred or imposed as compensation or damages, whether for breach of contract or tort or on any other basis, or as losses, costs or expenses or on any other account; or any contractual, tortious, statutory, legal, equitable, statutory or other obligation or liability to do or perform any act or to refrain from doing or performing any act.

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

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

Party or parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision number PS842988W/S3.

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

Planning Permit means planning permit no PLP304/19 issued on 4 September 2020 and amended on 18 September 2020 and as further amended from time to time which authorises the development of the Subject Land. **Public Liability Insurance** means a public liability insurance policy covering loss of or damage to property occurring in relation to the Drainage Retardation Basin for at least $20 million (or such other amount as the Council may reasonably require) for any single accident, event or Claim.

Residential Lot means a lot of a size and configuration that in the opinion of the Council is intended as a lot for the construction of a dwelling without further subdivision.

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

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

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

Undertaking means the undertaking set out at Annexure to this Agreement.

Works has the same meaning as in the Act.

2. Interpretation

In this Agreement unless the context admits otherwise:

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2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1.1 ensure that Lots 301, 302 and 303 are used for the purpose of the Drainage Works until permanent drainage facilities are provided; and

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

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Owner's specific obligations

5.1 Approval of plans

The Owner covenants and agrees that the Owner must prepare plans for the design, construction, location, fencing, signage and landscaping of the Drainage Works and provide those plans to Council for Council approval (Approved Plans);

5.2 Restriction on Lots 301, 302 and 303

The Owner covenants and agrees that notwithstanding the issue of a Statement of Compliance that creates lots 301, 302 and 303 on the Plan of Subdivision -

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5.2.1 Lots 301, 302 and 303 must not be sold or transferred to any person or entity; and

5.2.2 the Owner must not use or develop any of those lots for a Dwelling; and

~~5.2.3~~ the Owner must only use and develop Lots 301, 302 and 303 for the purpose of Drainage Works in accordance with this Agreement -

until this Agreement is ended.

5.3 Fencing and safety

The Owner covenants and agrees that prior to commissioning of the Drainage Works the Owner must install fencing and signage in accordance with the Approved Plans around the Drainage Works Land to ensure that only appropriate personnel can access the Drainage Works Land noting that:

5.3.1 the fence must be rural standard post and wire fence with five (5) strands that is designed to restrict public access to the Drainage Works Land; and

5.3.2 provide advisory warning signage at prominent spacing advising of prohibited entry to unauthorised persons; and

5.3.3 the only access to the Drainage Works Land via a locked gate.

5.4 Landscaping

The Owner covenants and agrees that following the construction of the Drainage Works and appropriate fencing and signage, the Owner will undertake the landscaping in accordance with the Approved Plans.

5.5 Maintenance of Drainage Works

The Owner covenants and agrees that

5.5.1 the Owner will, prior to commissioning of the Drainage Works, or such other time as is approved by Council provide at its cost and to Council's satisfaction and approval, a plan (**Maintenance Plan**) outlining maintenance requirements for the Drainage Works and associated fencing, signage and landscaping, and the frequency of inspections required and a method of reporting for the purpose of maintaining the Drainage Works;

5.5.2 the Owner will maintain the Drainage Works, fencing, signage and landscaping in accordance with the Approved Plans and the Maintenance Plan at its own cost and to the satisfaction of the Council until the Drainage Works are no longer required in accordance with this Agreement; and

5.5.3 the Drainage Works, fencing, signage and landscaping must not be in any way, be modified except with the prior written approval of Council.

5.6 Council access

The Owner covenants and agrees:

5.6.1 to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Drainage Works Land (at any reasonable time) to assess compliance with this Agreement, the Maintenance Plan and the Approved Plans; and

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5.6.2 to provide the Council with keys to enable the Council and its officers, employees, agents, workmen and contractors or any of them access the Drainage Works.

5.7 Future outfall drainage and Melbourne Water scheme retardation

The Owner covenants and agrees that:

5.7.1 the Drainage Works must remain on the Drainage Works Land until Melbourne Water trunk outfall drainage and scheme retardations south of Rankin Street as shown on the Kalkallo Creek DSS Infrastructure drainage scheme map (available on Melbourne Water's website) are constructed to the reasonable satisfaction of Council to serve the development under the Planning permit; and

5.7.2 when the outfall drainage and retardation referred to in clause 5.7.1 becomes available, the Owner will carry out the necessary works to achieve a connection to the reticulated drainage system and, if necessary, connect the Drainage Works to the Melbourne Water reticulated drainage system; and

5.7.3 decommission the Drainage Works and remove any associated temporary infrastructure from the Drainage Works Land (all inclusive) and reinstate the Drainage Works Land including provision of all infrastructure and filling of the basin in accordance with Australian Standard to the standard required for residential lots to the reasonable satisfaction of Council -

all at no cost to Council and all in accordance with the Approved Plans and to the satisfaction of Council.

5.8 Certificate of Practical Completion

The Owner covenants and agrees that

5.8.1 Council will issue a Certificate of Practical Completion for the Drainage Works when the Drainage Works have been completed to the satisfaction of Council in accordance with this Agreement; and

5.8.2 in making any determination as to whether the Drainage Works achieved practical completion, Council may seek technical advice from a third-party.

5.9 Procedure for Certificate of Practical Completion

The Parties agree that:

5.9.1 upon the completion of the Drainage Works, the Owner must notify Council and any other relevant authority;

5.9.2 within 10 Business Days of receiving notice of the completion of the Drainage Works from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Drainage Works and determine whether Council will issue a Certificate of Practical Completion;

5.9.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:

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(a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Drainage Retardation Basin;

5.9.4 a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Drainage Works;if Council is not satisfied with the Drainage Works, Council may refuse to issue a Certificate of Practical Completion provided Council:

(a) identifies in what manner the Drainage Works is not satisfactorily completed; and

(b) what must be done to satisfactorily complete the Drainage Works

5.9.5 Council may, notwithstanding a minor non-compliance or minor non-completion determine to issue a Certificate of Practical Completion if Council in its capacity as the responsible authority is satisfied that the proper construction of the Drainage Works can be secured or otherwise guaranteed to its satisfaction.

5.10 Costs

The Owner covenants and agrees that the Owner is responsible for all costs associated with the Drainage Works, fencing, signage and landscaping, including its operation, maintenance, and any inspection of the Drainage Works by Council, its officers, employees, agents, workmen and contractors.

5.11 Insurance

Prior to commencing any works relating to the Drainage Works, fencing, signage and landscaping, the Owner covenants and agrees to take out and keep current or procure evidence of the taking out and keeping current at all times with a reputable insurer Public Liability Insurance in a form acceptable to Council.

5.12 Indemnity

5.12.1 The Owner covenants to indemnify and keep Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement and the Approved Plans.

5.12.2 For avoidance of doubt, the Owner at all times indemnifies and keeps the Council indemnified against all Claims made against or any Loss suffered by the Council by reason of any damage to property, or death or injury suffered by any person when using or entering any part of the Drainage Works site on the Land for the purposes of constructing, maintaining, and removing the Drainage Works, or arising as a result of any wilful act, negligence or default on the part of the Owner in relation to the use of Drainage Works.

5.13 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

5.13.1 to allow Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance; and

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5.13.2 to pay to Council on demand, Council's reasonable costs and expenses (Costs) incurred as a result of the Owner's non-compliance; and

5.13.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full; and

5.13.4 if requested to do so by Council, to promptly execute in favour of Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

5.13.5 to accept a certificate signed by the Chief Executive Officer of Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by Council in rectifying the Owner's non-compliance with this Agreement; and

5.13.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of Council and then applied in repayment of the principal sum; and

5.13.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

5.13.8 if the Owner executes a mortgage as required by clause 5.13.4, any breach of this Agreement is deemed to be a default under that mortgage.

5.14 Standard of Works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of Council.

6. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

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7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

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

7.3.1 preparing, drafting, finalising, signing and recording of this Agreement;

7.3.2 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

The Owner agrees:

7.4.1 the Owner must pay to Council interest in accordance with section 120 of the *Local Government Act* 2020 on any amount due under this Agreement that is not paid by the due date; and

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

8. Agreement under section 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

10.1 give effect to this Agreement; and

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

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11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Governing law

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

12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

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

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on

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the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Commencement of Agreement

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

14. Amendment of Agreement

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

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

15. Ending of Agreement

15.1 This Agreement ends in relation to all lots comprising the Subject Land save for lots 301, 302 and 303 on the Plan of Subdivision, immediately upon its recording on the title to the Subject Land;

15.2 This Agreement ends in relation to lots 301,302 and 303 on the Plan of Subdivision only when Council agrees in writing that the obligations under this Agreement have been satisfied.

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

15.4 Once this Agreement ends as to part of the Subject Land in accordance with clause 15 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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

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16. Electronic execution

16.1 Consent to electronic execution

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

16.2 Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 16.1, then:

16.2.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and

16.2.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

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Schedule A

Subject Land

Address: 33 Camerons Lane, Beveridge Victoria

Certificates of Title Details:

- Volume 12438 Folio 104

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Signing Page

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

SIGNED for and on behalf of **MITCHELL SHIRE COUNCIL** by Rick Traficante as **Manager Planning and Engineering Services** and pursuant to an instrument of delegation dated which it is certified has not been revoked or varied in the presence of:

DocuSigned by:
Rick Traficante
103B7060AB364EF...
Signature of delegate

Rick Traficante
Name of delegate

DocuSigned by:
07B2187AC26A4AA...
Signature of Witness

Anita Zmak
Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s 12 of the *Electronic Transactions (Victoria) Act 2000.*

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Executed as a deed by Allam Land No.6 Pty Ltd ACN 637 205 595 in accordance with s 127(1) and s 127(3) of the *Corporations Act 2001*:

.....	.....
Signature of Director	Signature of ~~Director~~/Company Secretary
BEN JAVED ALLAM	Federico Marucа
Print full name	Print full name

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Maddocks

Mortgagee's Consent

GREEN HOPE OPPORTUNITY IX Ltd ACN 658 465 304 as Mortgagee under instrument of mortgage no. AW066108V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of Green Hope Opportunity IX Ltd ARBN 658 465 304 under power of attorney book 4803 no. 834 in the presence of:

Witness Signature	Attorney Signature
Erin Layton	PETER LUKE
Witness Name	Attorney Name
Dentons 77 Castlereagh Street SYDNEY NSW 2000	
Witness Address	

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Mortgagee's Consent

Australia and New Zealand Banking Group LTD as Mortgagee under instrument of mortgage no. AU072374F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

executed for and on behalf of	
Australia and New Zealand Banking Group Limited	Signature of Attorney
ABN 11 005 357 522	In the presence of
under Power of Attorney dated *18th November 2002*	
and registered in *New South Wales*	Signature of Witness
Book: 4376 Folio: 410 by	
ADRIAN ZAMMIT	MICHAEL TEMPLE
who certifies that he/she is a	Print name of Witness
Senior Manager/Manager	242 Pitt Street,
and that he/she has not received	Sydney NSW 2000
notice of revocation of that Power.	Address of Witness

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Annexure A

ALLAM PROPERTY GROUP

21st June 2023

Mitchell Shire Council
Att: John Coleiro
113 High Street
BROADFORD VIC 3658

Dear John,

RE: PLP304/19 - Alkyra Beveridge Estate Stage 3 SOC Letter of Undertaking

Allam Development No. 1 Pty Ltd hereby confirms that lots 301-303 will not be sold or settled on prior to the earlier of the following:

- Completion and commissioning of the proposed ultimate retardation basin located within the Beveridge South West PSP, with the decommissioning and filling in of the basin currently over lots 301-303; or
- Suitable interim drainage and retardation works have been completed further downstream to the satisfaction of the relevant Authority, with the decommissioning and filling in of the basin currently over lots 301-303.

We trust that this satisfies Mitchell Shire Council's requirements for the issuing of the Stage 3 SOC at its earliest convenience.

Please feel free to contact the undersigned on 0412 231 131 or kevinf@allam.com.au if you have any questions.

Yours faithfully,

Kevin Figueroa
Development Manager Victoria
Allam Development No. 1 Pty Ltd

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Allam Development No. 1 Pty Ltd ABN 15 617 513 005
Level 3, 11 Brookhollow Avenue Norwest NSW 2153 | PO Box 7385 Baulkham Hills BC NSW 2153
T 02 47 322 422 | F 02 47 211 811
www.allam.com.au

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 09/04/2024 01:50:27 PM

Status	Registered	Dealing Number	AX513624D
Date and Time Lodged	04/12/2023 08:37:37 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9270419 - Withh

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12438/104

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	04 DECEMBER 2023

File Notes:
NIL

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Maddocks

Date / /

29/11/2023

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Alkyra Estate 33 Camerons Lane Beveridge Central

Purpose of Agreement - Delay of Dwelling Construction - Stage 4 Malcolm Street Works

Mitchell Shire Council

and

ALLAM LAND NO.6 PTY LTD ACN 637 205 595

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 29/11/2023

Parties

Name	**Mitchell Shire Council**
Address	Municipal Offices, High Street, Broadford, Victoria
Short name	**Council**

Name	**ALLAM LAND NO.6 PTY LTD ACN 637 205 595**
Address	Office 37 Level 3 11-13 Brookhollow Avenue Norwest NSW 2153
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act* 1987.

Agreement means this Deed.

Building has the same meaning as in the Act.

Certificate of Occupancy means an occupancy permit under the *Building Act* 1993.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

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(a) $102 if paid within 12 months from the date that this Agreement commences; or

(b) $102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, mitchell@mitchellshire.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Dwelling means a house whether it is an attached or detached dwelling.

Indexation means an annual adjustment to the Development Contributions Levy as of 1 July in each year using the same indices as set out in clause 13 (a) and (b) as relevant, of Annexure 1 of the Ministerial Direction except that for any Land Project the adjustment to the Development Contributions Levy is to be undertaken on the basis of a revised valuation of each Land Project undertaken with effect from 1 July in each year.

Malcolm Street means the local road known as Malcolm Street including all pavement, line-marking, bike lanes, kerb and channel, drainage, verges, footpaths, streetlighting all in accordance with any relevant plans, including any plan of subdivision, endorsed or to be endorsed under the Planning Permit and all to the satisfaction of Council.

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

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

Party or parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision number PS842988WS4.

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

Planning Permit means planning permit no PLP304/19 issued on 4 September 2020 and amended on 18 September 2020 and as amended from time to time which authorises the development of the Subject Land.

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Residential Lot means a lot of a size and configuration that in the opinion of the Council is intended as a lot for the construction of a dwelling without further subdivision.

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

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

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

Works has the same meaning as in the Act.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1.1 ensure that a Dwelling is not constructed on a Residential Lot until certain works have been completed; and

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

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Owner's specific obligations

5.1 Construction of Malcolm Street

The Owner covenants and agrees that notwithstanding the issue of a Statement of Compliance that creates lots 432 to and including 438 on the Plan of Subdivision the Owner must not commence to construct any Dwelling on any of lots 432 to and including 438 on the Plan of Subdivision until the construction of Malcolm Street has been completed to the satisfaction of Council.

6. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

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7.3 Council's costs to be paid

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

7.3.1 preparing, drafting, finalising, signing and recording of this Agreement;

7.3.2 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

The Owner agrees:

7.4.1 the Owner must pay to Council interest in accordance with section 120 of the *Local Government Act* 2020 on any amount due under this Agreement that is not paid by the due date; and

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

8. Agreement under section 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

10.1 give effect to this Agreement; and

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

11. General matters

11.1 Notices

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

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11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Governing law

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

---

12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

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

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

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13. Commencement of Agreement

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

14. Amendment of Agreement

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

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

15. Ending of Agreement

15.1 This Agreement ends in relation to all lots comprising the Subject Land save for lots 432 to and including 438 on the Plan of Subdivision, immediately upon its recording on the title to the Subject Land;

15.2 This Agreement ends in relation to lots 432 to and including 438 on the Plan of Subdivision, only when Council agrees that the obligations under this Agreement have been satisfied.

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

15.4 Once this Agreement ends as to part of the Subject Land in accordance with clause 15.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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

16. Electronic execution

16.1 Consent to electronic execution

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

16.2 Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 16.1, then:

16.2.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and

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16.2.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

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Schedule A

Subject Land

Address: 33 Camerons Lane, Beveridge Victoria

Certificates of Title Details:

- Volume 12438 Folio 104 ,

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Signing Page

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

SIGNED for and on behalf of **MITCHELL SHIRE COUNCIL** by Rick Traficante as **Manager Planning and Engineering Services** and pursuant to an instrument of delegation dated which it is certified has not been revoked or varied in the presence of:

DocuSigned by:
Rick Traficante
794161915235482...
Signature of delegate

Rick Traficante
Name of delegate

DocuSigned by:
685B66228A014D7...
Signature of Witness

Anita Zmak
Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s 12 of the *Electronic Transactions (Victoria) Act 2000.*

Executed as a deed by **ALLAM LAND NO.6 PTY LTD ACN 637 205 595** in accordance with s 127(1) and s 127(3) of the *Corporations Act 2001*:

Signature of Director

BEN JAVED ALLAM
Print full name

Signature of ~~Director~~/Company Secretary

FEDERICO MARUCA
Print full name

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Mortgagee's Consent

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee under instruments of mortgage no. AU072374F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated *18th November 2002*
and registered in *New South Wales*
Book: 4376 Folio: 410 by

ADAM DAVIS

who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

.....
Signature of Attorney
In the presence of

.....
Signature of Witness

MICHAEL TEMPLE
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

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Mortgagee's Consent

GREEN HOPE OPPORTUNITY IX LTD ARBN 658 465 304 as Mortgagee under instruments of mortgage no. AW066108V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of Green Hope Opportunity IX Ltd ARBN 658 465 304 under power of attorney book 4803 no. 834 in the presence of:

Witness Signature

Witness Name: Erin Layton

Witness Address: Dentons, 77 Castlereagh Street, SYDNEY NSW 2000

Attorney Signature

Attorney Name: Cameron Hudson

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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Status	Registered	Dealing Number	AX513610Q
Date and Time Lodged	04/12/2023 08:11:59 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9270419 - Withh

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

Privacy Collection Statement
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Estate and/or Interest
FEE SIMPLE

Land Title Reference
12438/104

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	04 DECEMBER 2023

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

Statement End.

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Date / /

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Purpose of Agreement - Delay of Dwelling Construction - Stage 3 Malcolm Street Works

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 29/11/2023

Parties

Name	**Mitchell Shire Council**
Address	Municipal Offices, High Street, Broadford, Victoria
Short name	**Council**

Name	**ALLAM LAND NO.6 PTY LTD ACN 637 205 595**
Address	Office 37 Level 3 11-13 Brookhollow Avenue Norwest NSW 2153
Short name	**Owner**

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B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

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Malcolm Street means the local road known as Malcolm Street including all pavement, line-marking, bike lanes, kerb and channel, drainage, verges, footpaths, streetlighting all in accordance with any relevant plans, including any plan of subdivision endorsed or to be endorsed under the Planning Permit and all to the satisfaction of Council.

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

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

Party or parties means the parties to this Agreement.

Plan of Subdivision means a plan of subdivision number PS842988W/S3.

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

Planning Permit means planning permit no PLP304/19 issued on 4 September 2020 and amended on 18 September 2020 and as amended from time to time which authorises the development of the Subject Land.

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Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

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

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

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

3.1.1 ensure that a Dwelling is not constructed on a Residential Lot until certain works have been completed; and

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

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4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Owner's specific obligations

5.1 Construction of Malcolm Street

The Owner covenants and agrees that notwithstanding the issue of a Statement of Compliance that creates lots 327, 328, 329 and 330 on the Plan of Subdivision the Owner must not commence to construct any Dwelling on any of lots 327, 328, 329 and 330 on the Plan of Subdivision until the construction of Malcolm Street has been completed to the satisfaction of Council.

6. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

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

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7.3.1 preparing, drafting, finalising, signing and recording of this Agreement;

7.3.2 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

The Owner agrees:

7.4.1 the Owner must pay to Council interest in accordance with section 120 of the *Local Government Act* 2020 on any amount due under this Agreement that is not paid by the due date; and

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

8. Agreement under section 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

10.1 give effect to this Agreement; and

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

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

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11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 Severability

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

11.4 No fettering of Council's powers

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

11.5 Inspection of documents

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

11.6 Governing law

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

12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

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

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Commencement of Agreement

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

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14. Amendment of Agreement

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

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

15. Ending of Agreement

15.1 This Agreement ends in relation to all lots comprising the Subject Land save for lots 327, 328, 329 and 330 on the Plan of Subdivision, immediately upon its recording on the title to the Subject Land;

15.2 This Agreement ends in relation to lots 327, 328, 329 and 330 on the Plan of Subdivision, only when Council agrees that the obligations under this Agreement have been satisfied.

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

15.4 Once this Agreement ends as to part of the Subject Land in accordance with clause 15 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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

16. Electronic execution

16.1 Consent to electronic execution

A party may sign this Agreement, and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

16.2 Counterpart if electronic execution used

The parties agree that if any party signs this Agreement under clause 16.1, then:

16.2.1 an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart; and

16.2.2 a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

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Schedule A

Subject Land

Address: 33 Camerons Lane, Beveridge Victoria

Certificates of Title Details:

- Volume 12438 Folio 104 ,

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Signing Page

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

SIGNED for and on behalf of **MITCHELL SHIRE COUNCIL** by Rick Traficante as **Manager Planning and Engineering Services** and pursuant to an instrument of delegation dated which it is certified has not been revoked or varied in the presence of:

DocuSigned by:
Rick Traficante
132E217CE8FB405...
Signature of delegate

Rick Traficante
Name of delegate

DocuSigned by:
7A69EB599504415...
Signature of Witness

Anita Zmak
Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s 12 of the *Electronic Transactions (Victoria) Act 2000.*

Executed as a deed by **ALLAM LAND NO.6 PTY LTD ACN 637 205 595** in accordance with s 127(1) and s 127(3) of the *Corporations Act 2001*:

Signature of Director

BEN JAVED ALLAM
Print full name

Signature of ~~Director~~/Company Secretary

FEDERICO MARUCA
Print full name

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Mortgagee's Consent

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee under instruments of mortgage no. AU072374F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated *18th November 2002*
and registered in *New South Wales*
Book: 4376 Folio: 410 by
ADRIAN ZANTIS
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

.....
Signature of Attorney
In the presence of

.....
Signature of Witness
MICHAEL TEMPLE
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

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Maddocks

Mortgagee's Consent

GREEN HOPE OPPORTUNITY IX LTD ARBN 658 465 304 as Mortgagee under instruments of mortg age no. AW066108V consents to the Owner entering into this Agreement and in the event that the Mor tgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of thi s
Agreement.

Executed on behalf of Green Hope Opportunity IX Ltd ARBN 658 465 304 under power of attorney book 4803 no. 834 in the presence of:

Witness Signature

Erin Layton
Dentons
77 Castlereagh Street
SYDNEY NSW 2000

Witness Name

Witness Address

Attorney Signature

Attorney Name

AX513619Q

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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Status	Registered	Dealing Number	AY279199J
Date and Time Lodged	06/08/2024 02:28:24 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9446197

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12525/061
12525/062
12525/063
12525/064
12525/065
12525/066
12525/067
12525/068
12525/069
12525/077
12525/078
12525/079
12525/080
12525/081
12525/082
12525/083
12525/084

Reference :TGM: 9446197
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Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

12525/085
12525/086
12532/429

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

Additional Details
Refer Image Instrument

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

Execution

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

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	06 AUGUST 2024

File Notes:
NIL

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

Statement End.

Reference :TGM: 9446197
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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AY279199J

Section 173 Agreement

BETWEEN

Mitchell Shire Council

AND

Allam Land No.6 Pty Limited (ACN 637 205 595)

PROPERTY:

33 Camerons Lane, Beveridge VIC 3753

MILLS OAKLEY
Level 6, 530 Collins Street
MELBOURNE VIC 3000
Telephone: +61 3 9670 9111
Facsimile: +61 3 9605 0933
www.millsoakley.com.au
Ref: AJB/5985742

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Parties

Mitchell Shire Council
of 113 High Street, Broadford, Victoria

(**Council**)

Allam Land No.6 Pty Limited (ACN 637 205 595)
of Level 3, 11 Brookhollow Avenue, Norwest, New South Wales

(**Owner**)

Background

A. The Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.

C. The Council and the Owner have agreed to enter into this Agreement to prohibit, restrict and regulate the maximum height of the boundary wall on the Land.

Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Act means the Planning and Environment Act 1987 (Vic).

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

Boundary Wall means a wall constructed on or within 200mm of a side or rear boundary or a carport constructed on a or within 1 metre of a side or rear boundary.

Business Day means Monday to Friday excluding public holidays in Victoria.

Current Address means:

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

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, mitchell@mitchellshire.vic.gov.au , or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

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Land means the land being the whole of the land known as Camerons Road, Beveridge as known as Camerons Lane, Beveridge and contained within certificates of titles:

- volume 12532 folio 429
- volume 12525 folio 061
- volume 12525 folio 062
- volume 12525 folio 063
- volume 12525 folio 064
- volume 12525 folio 065
- volume 12525 folio 066
- volume 12525 folio 067
- volume 12525 folio 068
- volume 12525 folio 069
- volume 12525 folio 077
- volume 12525 folio 078
- volume 12525 folio 079
- volume 12525 folio 080
- volume 12525 folio 081
- volume 12525 folio 082
- volume 12525 folio 083
- volume 12525 folio 084
- volume 12525 Folio 085
- volume 12525 folio 086
- volume 12525 folio 087

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 Land or any part of it.

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

Occupancy Permit means a permit issued by a licensed building surveyor under the Building Act.

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

Planning Permit means planning permit no. PLP304/19, as amended from time to time, which was issued by Council on 4 September 2020 and amended on 18 September 2020 and other planning permit issued under the Planning Scheme, which authorises the development of the Land.

Planning Scheme means the Mitchell Planning Scheme.

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Works means any works in respect to the boundary walls on the Land and includes maintenance.

1.2 Interpretation

In this Agreement, unless inconsistent with the context or subject matter:

(a) the singular includes the plural and the plural includes the singular;

(b) a reference to a gender includes a reference to each other gender;

(c) a reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;

(d) if a Party to this Agreement is more than one person this Agreement binds them jointly and each of them severally;

(e) any reference in this Agreement to a Party includes the agents, officers, employees, servants, workers and contractors of that Party;

(f) a reference to legislation includes:

(i) a modification or re-enactment of it;

(ii) a legislative provision substituted for it or an amendment of it; and

(iii) a regulation or statutory instrument issued under it;

(g) all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;

(h) the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals;

(i) a reference to this Agreement includes any variation or replacement of it;

(j) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Planning Permit have the same meaning in this Agreement, and this Agreement must be interpreted having regard to the provisions of the Planning Permit, the Planning Scheme and the Act;

(k) where, in this Agreement, Council may exercise any power, duty or function, that power, duty or function may be exercised on behalf of Council by an authorised or delegated officer; and

(l) the obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

2 Agreement under Section 173 of the Act

The Parties agree that without limiting or restricting their respective 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.

3 Specific Obligations of the Owner

3.1 Boundary Wall Height

The Owner covenants and agrees that the Owner must not construct, or allow to be constructed, any Boundary Wall on the Land exceeding a maximum height of 3.6 metres.

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3.2 Cost

The Owner covenants and agrees that the Owner is responsible for all costs associated with the construction of the Works including its maintenance.

3.3 Council access

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land at any reasonable time upon prior written notice to assess compliance with this Agreement.

3.4 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

3.5 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 legal or equitable interest in the Land which may affect, or be affected by, this Agreement.

3.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

3.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

(a) to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance; and

(b) to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance; and

(c) to pay interest at the rate of 2% above the rate prescribed under section 2 of the Penalty Interest Rates Act 1983 on all moneys which are due and payable but remain owing under this Agreement until they are paid in full; and

(d) if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

(e) to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and

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(f) that any payments made for the purposes of this Agreement will be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and

(g) that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

(h) if the Owner executes a mortgage as required by clause (d), any breach of this Agreement is deemed to be a default under that mortgage.

3.8 Standard of Works

The Owner covenants to comply with the requirements of this Agreement and to complete all Works required by this Agreement as expeditiously as possible at its cost and to the reasonable satisfaction of the Council.

3.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

5 Further assurance

Each of the Parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be necessary to give effect to this Agreement.

6 No fettering of powers of Council

The Owner expressly acknowledges and agrees that:

(a) nothing in this Agreement; nor

(b) the performance by the Owner of any of its obligations under this Agreement,

restrains or fetters the exercise by Council of its powers, duties and discretions under the Act or Planning Scheme in relation to its consideration, approval or amendment of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

7 No waiver

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

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8 Costs

The Owner shall pay the Council's reasonable legal costs of and incidental to the preparation and registration of this Agreement.

9 Notices

9.1 Service of notice

A notice or other communication required or permitted to be served by a Party on another Party shall be in writing and may be served at the address, telephone or facsimile details of the Parties:

(a) by delivering it personally to that Party;

(b) 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

(c) 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.

9.2 Time of notice

A notice or other communication is deemed served:

(a) if delivered personally, on the next following Business Day;

(b) if posted within Australia to an Australian address, on the expiration of two (2) Business Days after the date of posting and in any other case, seven (7) Business Days after the date of posting; or

(c) if by email, when sent by email to the other Party's email address.

10 Severability

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

11 Governing law

This Agreement is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

13 Inspection of documents

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

14 Counterparts

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

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15 Electronic execution

15.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.

15.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

16 Disputes

16.1 If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.

16.2 If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an arbitrator agreed upon in writing by the Parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.

16.3 The Parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to in clause 16.1 or clause 16.2 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

17 Commencement of Agreement

This Agreement will commence on the date of this Agreement.

18 End of Agreement

18.1 This Agreement ends:

(a) on a lot upon the issue of an Occupancy Permit for that lot;

(b) by agreement between the Parties bound by the Agreement; or

(c) in accordance with the Act.

18.2 As soon as reasonably practicable after the Agreement has ended the Council must, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register.

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Execution Page

EXECUTED as a Deed on 1/8/2024

Execution by the Council

SIGNED for and on behalf of **MITCHELL SHIRE COUNCIL** by **ENRICO TRAFICANTE as MANAGER PLANNING AND ENGINEERING SERVICES** and pursuant to an instrument of delegation dated 30th June 2014 wh it is certified has not been revoked or varied in the presence of:

Enrico Traficante

Signed by: Enrico Traficante
FE2CF6A17994451...

Signed by: Emily Pyke
22C4031919C54C3...

Signature of Witness

Emily Pyke

Full name of Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000.*

Execution by the Owner

EXECUTED by Allam Land No.6 Pty Limited (ACN 637 205 595) in accordance with section 127(1) and 127(3) of the Corporations Act 2001

DocuSigned by: Ben Javed Allam
4DC6D3ECF97D4BC...

Signature of Director

Name of Director
(Please print)

DocuSigned by:
B2D581CA0BAA44F...

Signature of Director / Company Secretary
(delete as applicable)

Name of Director / Company Secretary
(Please print)

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Mortgagee's Consent

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee under Mortgage No. **AU072374F** which encumber the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 19/6/2024

Executed for and on behalf of Anthony Dominic Walsh
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Anthony Dominic Walsh

DocuSigned by:
Anthony Dominic Walsh
4A1A793C126C448...

Cathryn Anne Winner

DocuSigned by:
Cathryn Anne Winner
5426EE17AE96476...

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Mortgagee's Consent

GREEN HOPE OPPORTUNITY IX LIMITED (ARBN 658 465 304) as Mortgagee under Mortgage **No. AW066108V** which encumber the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 18/6/2024

Peter David Luke

Executed for and on behalf of
GREEN HOPE OPPORTUNITY IX LIMITED (ARBN 658 465 304)

Peter David Luke

DocuSigned by:
Peter David Luke
70BE0A3F87AA457...

Cathryn Anne Winner

DocuSigned by:
Cathryn Anne Winner
D897B6B39FCD4F6...

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Memorandum of common provisions
Restrictive covenants in a transfer
Section 91A Transfer of Land Act 1958

AA010143

Privacy Collection Statement

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

Lodged by	
Name:	**MILLS OAKLEY**
Phone:	(03) 9605 0810
Address:	Level 6, 530 Collins Street, Melbourne VIC 3000
Reference:	5985742
Customer code:	21078Q

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: The Land

Benefited land: All lots on Plan of Subdivision No.842988W

The benefited land does not include the land being transferred.

Covenants:

Definitions (if any):

Building Envelope Plan means the plan which is attached to this MCP and as determined by the Alkyra Assessment Panel from time to time.

MCP means this Memorandum of Common Provisions.

Plan of Subdivision means plan of subdivision no.842988W.

Regulations means Building Regulations 2006 (SR NO 68 of 2006).

Covenants:

The burdened land cannot be used except in accordance with the provisions recorded in this MCP.

---

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments.

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Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA010143

Provisions:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his heirs, executors, administrators and transferees:

1) Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain more than one dwelling, unless noted otherwise depicted on the relevant Plan of Subdivision.

2) Shall not any time subdivide the said lot or any part of that lot.

3) Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain a dwelling that does not have at least one habitable room window that addresses the primary street frontage. A habitable room is a living room or a bedroom.

4) Shall only build within the building envelope area shown within the Building Envelope Plan.

5) Shall not at any time on the said lot or any part or parts therefore build or cause to be built or allow to remain a dwelling or any other improvements, or carry out or cause to be carried out or allow to be carried out, any building or construction works on the lot unless:

   a) copies of site plans, floor plans, elevations, landscape plans, and schedule of materials and colours selections with samples (together the "Plans") have been submitted to the Alkyra Assessment Panel to reviewpanel@alkyra.com.au, or such other entity as may be nominated by the Vendor from time to time for approval (such approval which may be withheld or provided which conditions in the Alkyra Assessment Panel's absolute discretion);

   b) the Plans comply with the Design Guidelines and can be obtained from the website at Alkyra.com.au, and;

   c) the Alkyra Assessment Panel or such other entity as may be nominated by the Vendor from time to time has given its written approval to the Plans prior to the commencement of works.

Expiry: From the date that is ten (10) years from the date of registration of the Plan of Subdivision, Covenant 5(a) – (c) inclusive will not be applicable.

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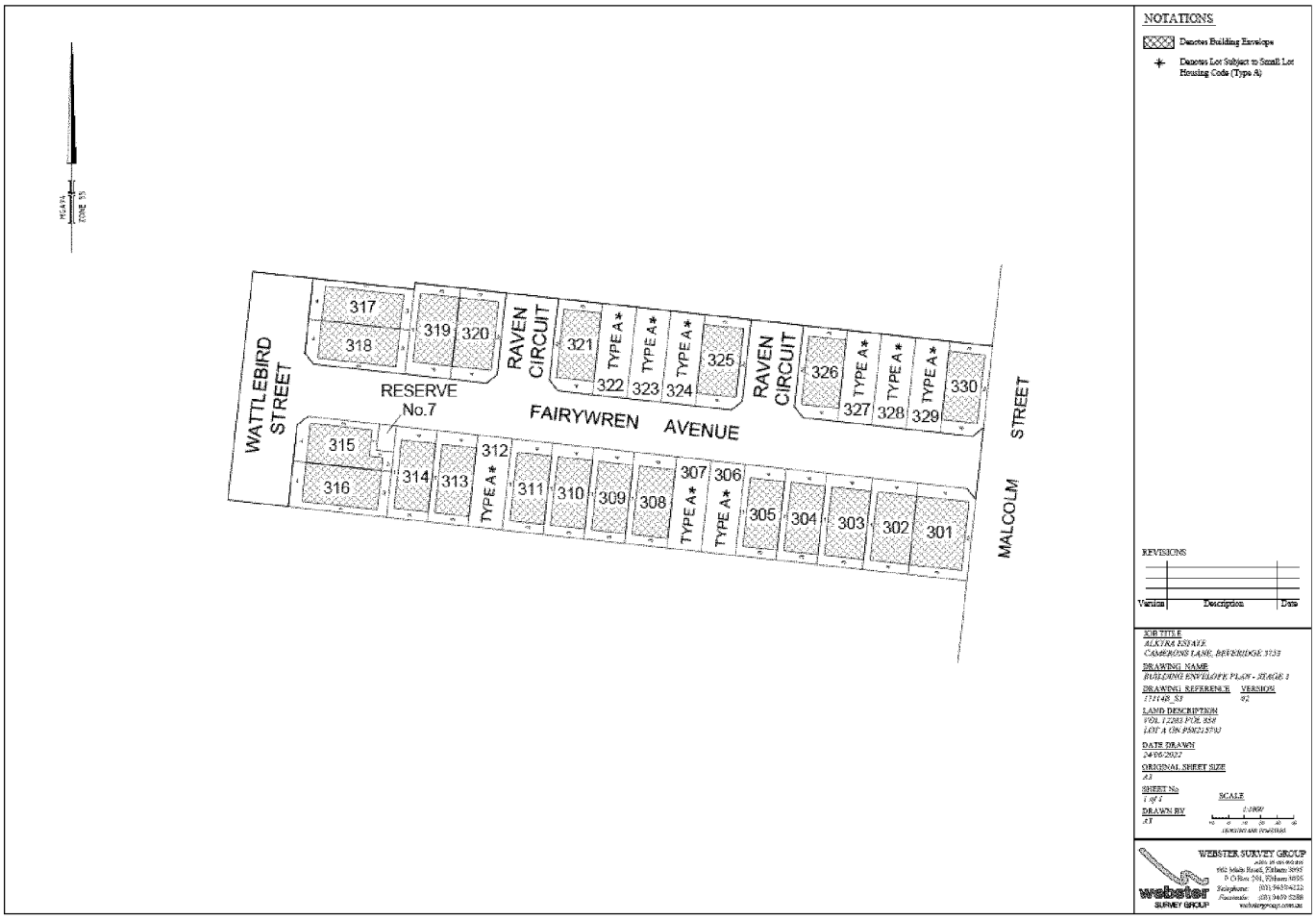
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Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA010143

Building Envelope Plan



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OFFICIAL

MITCHELL SHIRE COUNCIL

Contact Officer: Ben Micallef
Telephone: 5734 6376
mitchell@mitchellshire.vic.gov.au
Property Number: 123627

18 September 2020

Urban Terrain
Attn: Jason Taylor
117 Royal Parade
RESERVOIR VIC 3073

Dear Sir/Madam,

Reference No: PLP304/19
Address: 33 Camerons Lane BEVERIDGE VIC 3753
Proposal: Multi- lot subdivision of the land and creation of reserves.

I refer to the above application and wish to advise that the planning permit has been corrected.

A copy of the corrected planning permit is attached for your reference.

The planning permit may also contain other conditions that require actions to be undertaken either before the use or development can start, as well as throughout the life of the permit. Please familiarise yourself with the conditions.

At the end of the planning permit you will also find information about your appeal rights if you are unhappy with any of the requirements of the planning permit.

Please also note that this permit is not a building permit. If the proposal involves the construction or alteration of a building, or in some circumstances the change of use of a building, then you may need to obtain a separate building permit. For further information about the building permit process please contact Council's Building Unit on (03) 5734 6200.

If you would like more information about the planning permit process, please visit the Statutory Planning page on Council's website at www.mitchellshire.vic.gov.au.

Please do not hesitate to contact me if you have any further queries.

Yours sincerely,



Ben Micallef
Principal Growth Area Planner

MITCHELL SHIRE COUNCIL

PLANNING PERMIT (CORRECTED)

Permit Number: **PLP304/19**
Planning Scheme: Mitchell Planning Scheme
Responsible Authority: Mitchell Shire Council

Address of the land: **33 Camerons Lane BEVERIDGE VIC 3753**
(CA 8 Sec 12 Vol 8096 Fol 369)

The permit allows: **Multi- lot subdivision of the land and creation of reserves.**

The following conditions apply to this permit:

Permit Conditions

1. Deleted

Certification Plans

2. The plans submitted for certification must be in accordance with the endorsed plans but modified to show to the satisfaction of the Responsible Authority and relevant servicing authorities:

    a) All easements required by servicing authorities as well as any easements required by the Responsible Authority over any temporary drainage assets which are to be managed by the Responsible Authority;
    b) Building envelopes and the creation of restrictions to accord with those identified on plans / documents endorsed to the permit;
    c) Any land required to be set aside for the purpose of road widening and to be vested in Council in accordance with any relevant condition of this permit;
    d) Any tree reserves to be vested with the Responsible Authority;
    e) All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.

General

3. The layout of the subdivision as shown on the endorsed plans must not be altered or modified unless otherwise agreed in writing by the Responsible Authority.

4. Where any plan or document is required under these conditions to be lodged for the approval of the Responsible Authority, any buildings or works carried out on the land must be carried out in accordance with the approved plan(s) or document(s) to the satisfaction of the Responsible Authority.

5. All subdivision works must be carried out in accordance with the requirements set out in the Beveridge Central Precinct Structure Plan to the satisfaction of the Responsible Authority.

Date permit issued: 4 September 2020

Signature for the

Date permit amended: 18 September 2020

Responsible Authority: _____

6. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.

7. All construction activities associated with the subdivision must be carried out and managed so that the amenity of the area is not detrimentally affected, through the:

   a) Transport of materials, goods or commodities to and from the land;
   b) Appearance of any building, works or materials;
   c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, wastewater, waste products, grit or oil; or
   d) Presence of vermin.

   To the satisfaction of the Responsible Authority.

Development Sequencing

8. Development sequencing must be in accordance with the endorsed precinct infrastructure and staging plan, unless otherwise agrees in writing by the Responsible Authority.

9. The subdivision of the land must proceed in the order of stages shown on the endorsed plans unless otherwise agreed in writing by the Responsible Authority.

Small Lot Housing Code

10. Prior to certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provision of the Small Lot Housing Code incorporated pursuant to Clause 72.04 of the Mitchell Planning Scheme.

11. The plan of subdivision submitted for certification must identify whether Type A or Type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

Hume Freeway noise

12. Any use or development of land directly abutting the Hume Freeway boundary must comply with the VicRoads Traffic Noise Reduction Policy, 2005 to the satisfaction of, and at no cost to, the Roads Authority.

Kangaroo Management Plan

13. Before the certification of the plan of subdivision for any stage, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, land, Water and Planning, or its successor. Once approved the plan will be endorsed by the Responsible Authority and form part of the permit.

14. The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the Responsible Authority.

Salvage and translocation

15. Salvage and translocation of flora and fauna, threatened species and ecological communities must be undertaken in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning, or its successor.

Public Transport

16. Unless otherwise agreed by Public Transport Victoria, prior to the issue of Statement of Compliance for any subdivision stage, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:

    a) In accordance with the Public Transport Guidelines for Land Use and Development; and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
    b) At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

Public Infrastructure Plan

17. Prior to the certification of a plan of subdivision or at such other time which is agreed between responsible authority and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:

    a) The implementation of the Public Infrastructure Plan approved under this permit.

Road Network

18. Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.

19. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road must be transferred to or vested in the responsible authority at no cost to the acquiring agency unless funded by an Infrastructure Contributions Plan applying to the land.

Telecommunications

20. The owner of the land must enter into an agreement with:

    a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
    b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

21. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

    a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
    b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Housing and Design Guidelines

22. Prior to the Certification of the Plan of Subdivision under the Subdivision Act 1988 for each stage:

    a) Housing and Design Guidelines must be submitted to and endorsed by the Responsible Authority.
    b) The Housing and Design Guidelines endorsed as part of this permit must comply with the relevant requirements and objectives of the Beveridge Central Precinct Structure Plan.

Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision.

Subdivision Works by the Developer

23. Unless otherwise agreed in writing by the Responsible Authority, the subdivision of land within the precinct must provide and meet the total cost of delivering the following infrastructure:

    a) Local streets;
    b) Local bus to infrastructure (where locations have been agreed in writing by Public Transport Victoria);
    c) Landscaping of all existing and future roads and local streets (except those included in the ICP);
    d) Council approved fencing and landscaping (where required) along arterial roads;
    e) Local shared, pedestrian and bicycle paths along local arterial roads, connector roads, utilities easements, local streets, waterways and within local parks including bridges, intersections, and barrier crossing points (except those included in the ICP);
    f) Bicycle parking as required in this document;
    g) Appropriately scaled lighting along all roads, major shared and pedestrian paths, and traversing public open space;
    h) Basic improvements to local parks and open space (refer open space delivery below);
    i) Local drainage system;
    j) Infrastructure as required by utility service providers including sewerage, drainage water, (except where the item is funded through a Development Services Scheme), electricity, gas, and telecommunications; and
    k) Provision of water tapping, potable and recycled water connection points for any potential open space on the land located within the electricity transmission line easement.

24. Prior to the Statement of Compliance of the Plan of Subdivision under the Subdivision Act 1988 for each stage, restriction (i.e. Section 173 Agreement or Memorandum of Common Provision) placed on title requiring all dwellings are to be constructed with water tanks to be connected to toilet systems, laundry taps and garden watering taps, to the satisfaction of the Responsible Authority.

Condition to give effect to the requirement at Section 46GV(3) – Planning and Environment Act 1987

25. The Monetary Component and the Land Equalisation Amount of the infrastructure contribution required by the Beveridge Central Infrastructure Contributions Plan incorporated in the Mitchell

Planning Scheme must be paid to the Collecting Agency in the manner specified by the Collecting Agency before the earliest of the following:

a) If the development of the land involves a plan under the Subdivision Act 1988, then not more than 21 days prior to the issue of a statement of compliance in relation to the first plan of subdivision;
b) If the development of the land requires a building permit, then not more than 21 days prior to the issue of the building permit, or

At such other time which is set out in an agreement between the Owner and Council in its capacity as responsible authority and Collecting Agency.

Condition to give effect to the requirement at Section 46GV(4) – Planning and Environment Act 1987

26. If the land to which this planning permit applies includes any Inner Public Purpose Land, that Inner Public Purpose Land must be provided to:

a) In the case of Inner Public Purpose Land required for a road, the Development Agency responsible for the use and development of the land for the road; and
b) In any other case, to the Collecting Agency

by

a) Setting aside on a plan under the Subdivision Act 1988 the Inner Public Purpose Land required for a road so as to vest in the Development Agency responsible for the use and development of that land as a road; and
b) Setting aside on a plan under the Subdivision Act 1988 any other Inner Public Purpose Land so as to vest in the Collecting Agency.

Condition to give effect to Section 46GV(6) – Planning and Environment Act 1987

27. The plan referred to in condition number 28 (plan of subdivision) must be lodged for registration under section 22 of the Subdivision Act 1988 within the time specified in any other condition of this permit or if no time is specified in this permit then by the time set out in an agreement to be entered into between the Owner of the land, the responsible authority and the Collecting Agency.

Public Infrastructure Plan

28. Prior to the certification of the first plan of subdivision or at such other time which is agreed by Council, a Public Infrastructure Plan must be submitted to Council addressing the following to the satisfaction of the Responsible Authority and the Development Agency:

    a) The identification of all Inner Public Purpose Land and Outer Public Purpose Land which is required for any infrastructure project set out in the Beveridge Central Infrastructure Contributions Plan applying to the land;
    b) For the purposes of section 46V(3)(b) of the Planning and Environment Act 1987, if a time other than those set out in section 46V(3)(a) is proposed, the alternative time by which each parcel of Inner Public Purpose Land must be set aside on a plan under the Subdivision Act 1988;
    c) What other land may be affected or required for the provision of infrastructure works;
    d) The provision of a stormwater management strategy that makes provision for the staging and timing of stormwater drainage works, including temporary outfall provisions, to the satisfaction of Melbourne Water;
    e) The provision, staging and timing of stormwater drainage works;
    f) The provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment;
    g) What, if any, infrastructure set out in the Infrastructure Contributions Plan is proposed to be provided in part of full satisfaction of the monetary component of an infrastructure contribution payable by the applicant under section 46GV(3) of the Planning and Environment Act 1987 subject to the consent of the Collecting Agency.
    h) The provision of public open space which is not Inner Public Purpose Land; and
    i) Any other matter relevant to the provision of public infrastructure required by the responsible authority.
    j) Include the following notation:

        i. The permit applicant acknowledges to Council that the approval of the Permit PIP by Council is being done by Council in its capacity as the Responsible Authority and does not provide any indication or advice as to whether Council, acting in its capacity as the Collecting Agency under the relevant Infrastructure Contributions Plan, will approve a proposal to carry out any ICP projects as works in kind. The permit applicant acknowledges that a separate and formal request to carry out a ICP project as a works in kind project is required.

    The Public Infrastructure Plan may be amended with the consent of the Responsible Authority.

Condition to implement Public Infrastructure Plan

29. Prior to Statement of Compliance of the first plan of subdivision or at such other time which is agreed between Council and the owner, if required by Council or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for the implementation of the Public Infrastructure Plan approved under this permit.

Section 173 Agreement for "top up" payment and other matters.

30. Prior to Statement of Compliance of the first plan of subdivision under the Subdivision Act 1988, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 and the agreement must be registered on the title/s to the land under Section 181 of the Act. The agreement must provide for:

    a) In addition to the Monetary Component of the infrastructure contributions required by the permit under the Beveridge Central Infrastructure Contributions Plan, the payment by the permit holder of an additional (top up) amount for each net developable hectare which is equal to the difference between:

        i. The supplementary levy as contained in the Beveridge Central Infrastructure Contributions Plan at the date of the agreement, and
        ii. The supplementary levy which is introduced in any subsequently amended or new Beveridge Central Infrastructure Contributions Plan that is incorporated into the Mitchell Shire Planning Scheme within 3 years of the date of the agreement; or as the case may be –

    b) The payment by Council to the owner of an amount, by way of a refund for each net developable hectare which is equal to the difference between:

        i. The supplementary levy as contained in the Beveridge Central Infrastructure Contributions Plan at the date of the agreement, and
        ii. The supplementary levy which is introduced in any subsequently amended or new Beveridge Central Infrastructure Contributions Plan that is incorporated into the Mitchell Shire Planning Scheme within 3 years of the date of the agreement; and

    c) The timing of that additional top up or refund payment, as the case may be;
    d) If applicable, the prohibition of the sale of lots or vesting of reserves created prior to their embellishment/servicing having regard to the approved Public Infrastructure Plan until such time as they are embellished/serviced with respect to the applicable conditions of the Permit and a Statement of Compliance has been issued for the relevant stage in which they will be embellished/serviced, unless with the written consent of the Responsible Authority;

e) Where Inner Public Purpose Land is provided to Council, the owner must provide a certificate issued by the State Revenue Office stating that there is no existing or future Growth Areas Infrastructure Contribution liability owing or remaining in respect of any land to be provided to Council which may be triggered by the use or development of the land for its intended purpose or alternatively evidence of payment of that Contribution to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for the relevant stage in which the land will be embellished/serviced in accordance with the approved Public Infrastructure Plan;

f) The implementation of the endorsed Housing Design Guidelines for all lots (unless otherwise provided for as a restriction of title).

The owner must pay the reasonable costs for the preparation, execution and registration of the Section 173 Agreement(s).

Before the issue of a Statement of Compliance under the Subdivision Act 1988 for the first stage, a copy of the Titles Office registration number (dealing number) for the Section 173 Agreement must be provided to the Responsible Authority as proof of registration.

Shared path, pedestrian and cycle paths

31. Where shared path, pedestrian and cycle paths are determined to be key paths linking to destinations, the path shall be appropriately light to meet the requirements of Australian Standard AS/NZS 1158.3.1.2005 – Lighting for roads and public spaces. Public open space lighting shall be standard energy efficient/smart lighting.

Site-specific Environmental Management Plan (SEMP)

32. Before works start, a Site-specific Environmental Management Plan (SEMP) for each stage of the development, must be submitted to and approved by the Responsible Authority addressing the potential impacts of development works. The SEMP must be generally in accordance with 'doing it right on subdivision EPA 2004' and address methods for noise, dust, erosion and sediment control, waste and chemical management, flora/fauna protection, weed control, haulage routes and archaeological/heritage impacts.

33. The approved SEMP must be permanently displayed at the development site and implemented to the satisfaction of the Responsible Authority.

34. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understory, or revegetation areas.

35. Where disturbed soils remain inactive for a period of six (6) weeks or longer, the area of disturbed soils must be temporarily hydro seeded to the satisfaction of the Responsible Authority.

36. Before works start for each stage, a soil and fill plan must be submitted to the satisfaction of the Responsible Authority. This plan must detail the EPA Contaminant Status, quantity of soil and/or fill to be generated during construction, the reuse options for any excess soil and/or fill generated within the site and the quantity of soil and/or fill to be removed offsite; haulage method and routes.

Weed Control

37. Weed control of the identified serious threat environmental weeds and all noxious weed species must occur prior to any development and removal/relocation of soils. Such weeds (and any colonies in the event of soil disturbance or importation of soils and other actions) as well as any regrowth of previously controlled weeds are to be controlled throughout the development process and maintenance period. Weed control must be at no cost to and to the satisfaction of the Responsible Authority before the site is transferred to Council for future management/maintenance.

Landscape Master Plan

38. Prior to the Plan of Subdivision being certified for the first stage of the subdivision under the Subdivision Act 1988, a landscape master plan for the whole of the subdivision must be prepared by an experienced landscape architect, landscape designer or suitably qualified person to the satisfaction of the Responsible Authority. When approved, the plan will be approved by the Responsible Authority. The landscape master plan must be drawn to a scale appropriate for the detail to be shown, indicating all relevant concept layouts and sections/elevations, including but not limited to:

    a) A Landscape Design Statement addressing issues such as design intent; design principles; response to heritage and environment;
    b) A Landscaping Theming Document consisting of graphical concepts depicting the landscape character including the surface finishes and materials, fencing, retaining walls and planting palette;
    c) The indicative location of open space, playgrounds or play items;
    d) Site contours and any proposed changes to existing levels;
    e) Entrance treatments and signage;
    f) Site connectivity and relationship to existing context;
    g) how any landscape requirements or guidelines within the precinct structure plan are proposed to be implemented;
    h) Any proposed car parking areas.

A fee is payable for the assessment of these plans.

Detailed Landscape Plans

39. Before the start of any landscaping works for any stage of the subdivision, a detailed landscape plan and plant schedule for that stage prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plan must show the proposed landscape and plant schedule for all public open space areas, including streetscapes, wetlands, parkland water retention areas, buffer zones, service corridors, areas adjacent to the freeway and community uses. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions. The landscaping plan must be generally in accordance with the landscape master plan approved under the relevant condition of this permit, except that the plan must show:

    a) The details and locations of all landscaping works;
    b) A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species;
    c) The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture;
    d) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
    e) Additional supporting information, such as certified structural designs or building forms;
    f) Details and locations of the proposed surface finishes of pathways and driveways including slip resistance;
    g) Details of any specific planting techniques to be undertaken including but not limited to planting methodology, maintenance, or any other requirements;
    h) Existing vegetation that is approved to be retained;

    A plan checking and supervision fee is payable for the assessment of plans.

40. The developer must notify the Responsible Authority prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.

Landscaping of Reserves including Rubbish/Weed Removal

41. The reserve(s) shown on the endorsed plan(s) must be cleared of all rubbish, noxious weeds, debris and spoil and must be levelled, graded and developed to the satisfaction of the Responsible Authority, to allow for future maintenance by Council.

Protection of existing street trees

42. Existing street trees on Lithgow Street are to be protected during construction of adjoining stages of work. If the street trees are damaged, they are to be replaced to the satisfaction of the Responsible Authority.

Dilapidation Report (Landscape)

43. Before works start for any stage, a Dilapidation Report must be prepared to the satisfaction of the Responsible Authority and submitted for approval. The Report must document the current condition of the development site that are likely to be affected by construction work, excavation or demolition and must include, but not limited to, the condition of:

    a) All existing vegetation and trees nominated to be retained and protected on the development site;
    b) Any existing damage to infrastructure and/or buildings on the development site;
    c) The public domain including footpaths, seating, bus shelters and nature strips including street tree(s) and turf;
    d) Site accesses including kerb and channel and road surface.

    The Dilapidation Report must be compiled to extend to include existing elements on neighbouring properties.

    Where the Dilapidation Report is not be submitted and accepted prior to the commencement of works, the Permit Holder may be held liable for any damaged evident at final inspection.

Fencing abutting municipal reserve

44. Before the issue of a Statement of Compliance, under the Subdivision Act 1988, any fencing shown on the endorsed landscape plan as abutting a municipal reserve must be constructed at no cost to, and to the satisfaction of, the Responsible Authority.

Landscape Works

45. Before the issue of the Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the permit holder may either construct/installed landscape works prior to the issues of Statement of Compliance or request to defer the completion of all or parts of the landscape works as shown on the approved and endorsed landscape plan(s).

Deferral of Landscape Works

46. Before the issue of the Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the permit holder may request to defer the completion of all, or part of the landscaping shown on the endorsed landscape plan with a refundable Landscape Works Construction Bond of 150 per cent of the estimated cost of any outstanding landscape works to the satisfaction of the Responsible Authority.

47. Where landscape works are deferred and prior to the issues of Statement of Compliance, the permit holder must enter into a Landscape Bond Agreement with the Responsible Authority to undertake the landscape works in accordance with the approved and endorsed landscape plans.

    An administration fee is payable on the deferral of works.

Practical Completion

48. Prior to the issue of the Practical Completion for the relevant stage, all relevant warranties, certification, test results, playground audits and manuals must be submitted to the Responsible Authority for approval.

49. Prior to the issue of Practical Completion for the relevant stage, As Constructed Plans for all works within the streetscapes and reserves and associated landscaping infrastructure must be provided to the satisfaction of the Responsible Authority. As Constructed Plans must be undertaken in accordance with A-Spec requirements. A set of PDF soft copy plans must be submitted along with the DWG file.

Landscape Maintenance

50. The landscaping maintenance period will be for a minimum two (2) years prior to handover to the Responsible Authority. During this period, the developer must maintain the landscaping works to the satisfaction of, and at no cost to the Responsible Authority.

Landscape Maintenance Bond

51. The permit holder must lodge a refundable Landscape Maintenance and Defects Liability Bond of 150 per cent of the estimated cost for the maintenance of the constructed and/or installed landscape works to the Responsible Authority. The bond will be held for a minimum period of 24-months. The landscaping must be maintained to the satisfaction of, and at no cost to, the Responsible Authority.

Damage to existing Council Infrastructure

52. Where damage was caused to existing Council infrastructure including, but not limited to, road surfaces, kerb and gutter, nature strip treatments, street trees and/or planting, footpaths and/or public facilities such as seats and shelters, during construction, the applicant shall be responsible to make good and rectify all damaged areas to the satisfaction of the Responsible Authority.

Warranties, Certification, Test Results and Manuals

53. Prior to the issue of a letter of practical completion for any landscaping work, including reserves, the following must be submitted to the Responsible Authority for approval:

    a) All relevant warranties,
    b) Certification,
    c) Test results,
    d) Manuals, and
    e) As Constructed Plans must be undertaken in accordance with A-Spec requirements. A set of PDF soft copy plans must be submitted along with the DWG file.

Cultural Heritage Management Plan

54. Before the issue of a Statement of Compliance for the relevant stage of the subdivision under the Subdivision Act 1988, the recommendations & conditions as identified within the approved Cultural Heritage Management Plan (No. 11689 dated 18 October 2012 for the Camerons Lane, Beveridge Residential and Commercial Development sponsored by Balcon Group Pty Ltd and approved by the Wurundjeri Tribe on 5 November 2012) must be carried out to the satisfaction of the Responsible Authority.

Site Specific Engineering Conditions

55. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988, for the final stage the permit holder must modify Lithgow Street on the frontage of the development and/or provide contribution to include:

    a) 3.5 metre through lane;
    b) 1.7 metre on-road bicycle lane.

    Unless otherwise agreed by the Responsible Authority

General Engineering Conditions

56. Unless otherwise agreed in writing by the Responsible Authority, prior to the submission of the detailed plans for the first stage, a Drainage Strategy to the satisfaction of the Responsible Authority must be prepared. The Strategy should include:

    a) General sizing and specification of any retention and treatment facilities;
    b) Location of any proposed retention and treatment facilities;
    c) Typical details of proposed systems to be utilised;
    d) Evidence to support water quality improvements;
    e) Evidence to support appropriate retention;
    f) Major storm overland flow paths and requirements;
    g) Outfall works and proposals;
    h) Any required staging or interim facilities.

57. Prior to the issue of a Statement of Compliance, unless otherwise agreed by the Responsible Authority, under the Subdivision Act 1988 for the relevant stage, all works shown as part of the endorsed drainage strategy must be constructed or carried out in accordance with that strategy to the satisfaction of the Responsible Authority.

Functional Layout Plan

58. Unless otherwise agreed to in writing by the responsible Authority, before the plan of subdivision is certified for any stage of the subdivision under the Subdivision Act 1988, a functional layout plan for the stage of subdivision must be submitted to and approved by the Responsible Authority. The functional layout plan must be drawn to scale with dimensions. The functional layout plan must be generally in accordance with the application plans but incorporate the following:

    a) A subdivision layout drawn to scale, including lot areas, lot numbers and widths of road reserves;
    b) Topography and existing features, including contours for the subject land and any affected adjacent land;
    c) The location of all trees existing on the land, including dead trees and those that overhang the land from adjoining land;
    d) Details of tree protection zones for all trees to be retained on the land;
    e) Any trees proposed for removal from the land;
    f) Typical cross-sections for each street type, dimensioning individual elements and services offsets and any other spatial requirements;
    g) A table of offsets for all utility services and street trees;

h) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls;
i) The proposed minor drainage network and any land required for maintenance access;
j) The major drainage system, including any watercourse, lake, wetland, silt pond, and/ or piped elements showing preliminary sizing;
k) Overland flow paths (100-year ARI) to indicate how excess runoff will safely be conveyed to its destination;
l) Drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance;
m) Preliminary location of reserves for electrical kiosks;
n) Works external to the subdivision, including both interim and ultimate access requirements;
o) The roads within the staged subdivision are to provide for suitable large vehicle turning movements at the end of the streets to facilitate egress in a forward direction through every stage of development;
p) Treatment along the entire Lithgow Street frontage in accordance with Condition 66 unless otherwise agreed by the Responsible Authority.

Construction Plan

59. Before any road and/ or drainage works associated with the subdivision for any stage start, detailed construction plans for the relevant stage and to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions. The plans must include:

a) All necessary computations and supporting documentation for any structure, traffic data, road safety audit and geotechnical investigation report;
b) All details of works consistent with any approved functional layout plan, relevant landscape plan and plan of subdivision for the relevant stage of the subdivision;
c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt;
d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan;
e) All road reserve and pavement widths to be in accordance with relevant applicable Structure Plan cross sections and Design Manual standards;
f) All intersection treatments to allow Council's waste collection vehicles to manoeuvre in a forward direction without the need for reversing;

g) Where an intersection, bend or junction is part of a designated bus route, the design must allow for the movement of an ultra-low floor bus (ULFB 12.5m) and roundabouts at the intersection of two connector streets must be designed to accommodate an ULFB, 12.5 metres and all service and emergency vehicles;
h) Verge widths around all bends, intersections and within court bowls must not be less than 3m in width;
i) Solid white centreline pavement marking and raised reflective pavement markings (RRPM) on all 90-degree bends on through roads;
j) Vehicle crossings must be provided to each lot in accordance with applicable Design Manual standards;
k) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with applicable Design Manual standards;
l) Shared paths as required within streets and reserves. All shared paths must be a minimum 2.5m in width and be in accordance with applicable Design Manual standards;
m) All court heads to allow Council's waste collection vehicles to access and egress from the courts in a forward direction;
n) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to access and egress in a forward direction;
o) Provision of public lighting with underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links;
p) All street lighting must be designed in accordance with AS 1158. Non-standard street lighting will not be accepted, except where this provides continuity with existing lighting and is agreed by the Responsible Authority. A non-standard lighting fee will apply. Energy efficient lighting, (e.g. LED), should be utilized;
q) Access to all public buildings, pathways and road crossings shall comply with the Disability Act 2006 and be to the satisfaction of the Responsible Authority;
r) Provision of street name plates to the Mitchell Shire Council Standard, including a schedule of individual signs and associated street numbers;
s) Provision of underground drains of sufficient capacity to serve all lots being created which connect to a legal point of discharge including the provision of an inlet to each lot in accordance with applicable Design Manual standards;
t) The location and provision of vehicle exclusion mechanisms abutting reserves;
u) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
v) Permanent survey marks;

w) Survey details of the canopy trunk location and size of all trees to be removed or retained and associated tree protection zones;
x) Details in relation to all filling on the land that must be compacted to specifications approved by the Responsible Authority;
y) The underground relocation of all existing aerial services, on the services layout plan;
z) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained;
aa) The drainage system of the proposed development must be designed to ensure that flows downstream of the land are restricted to pre-development levels unless increased flows are approved by the Responsible Authority;
bb) Underground drainage must be provided, and any other drainage works necessary for the transmission of drainage as required to the approved outfall;
cc) All drainage works must be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999) unless otherwise agreed in writing by the Responsible Authority:
    i. 80% retention of the typical annual load of total suspended solids
    ii. 45% retention of the typical annual load of total phosphorus; and
    iii. 45% retention of the typical annual load of total nitrogen.
dd) Each lot must be provided with one drainage discharge point.
ee) Roads and allotments are to be designed such that the allotments are protected with a minimum freeboard against the 1 in 100 flooding, in accordance with applicable Design Manual standards.

60. Prior to the issue of a Statement of Compliance, unless otherwise agreed by the Responsible Authority under section 21(1)(b)(ii) of the Subdivision Act 1988, for any stage of the subdivision under the Subdivision Act 1988, all works shown on the approved construction plans must be constructed or carried out in accordance with the plans and to the satisfaction of the Responsible Authority.

61. The discharge of water from each of the proposed lots must be controlled around its limits to prevent any discharge onto any adjacent property or streets other than by means of an approved drainage system discharged to an approved outlet in a street or to an underground pipe drain to the satisfaction of the Responsible Authority.

62. Before any works associated with the subdivision start, a Construction Management Plan must be submitted to, and be to the satisfaction of the Responsible Authority. The Construction Management Plan will then be endorsed and form part of the planning permit. The Construction Management Plan must include details of:

a) A Site Management and Safety Plan including, but not limited to, the following:

i. Locations of temporary on-site facilities such as equipment storage areas, litter control compounds, contractor rest and car parking areas and the likes;
ii. On-site safety procedures;
iii. Relevant service authority and emergency services contact details;
iv. Site access address for emergency vehicles;
v. Working hours and days;
vi. Site specific safety and risk analysis;
vii. Methods to ensure the recommendations of any approved Cultural Heritage Management Plan applying to the land are carried out.

b) An Environmental Management Plan including, but not limited to, the following:

i. Methods to contain dust, dirt and mud within the subject site, and the method and frequency of clean up procedures;
ii. Sediment control techniques to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system;
iii. Stormwater management and water quality control procedures;
iv. Methods to prevent and manage illegal dumping on the land;
v. Tree Protection Zones around the trees to be retained as shown on the endorsed plans;
vi. Machinery wash down areas, clearly fenced and located in disturbed areas, which ensure that all machinery entering and exiting the land is weed and pathogen free;
vii. Methods to ensure that contractors working on the land are aware of the requirements of the Construction Management Plan and any other obligations of the planning permit.

c) A Traffic Management Plan including, but not limited to, the following:

i. Proposed haulage routes to and from the subject land;
ii. Expected frequency of vehicle movements to and from the land;
iii. Site access arrangements for construction vehicles;
iv. Measures proposed to mitigate traffic impacts resulting from construction vehicles accessing the land.

All works must be undertaken in accordance with the endorsed Construction Management Plan to the satisfaction of the Responsible Authority.

63. All works must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion, to the satisfaction of the Responsible Authority.

64. Before any road and drainage works associated with the subdivision start, evidence must be provided to demonstrate compliance with Australian Standard AS 3798 - 2007 (Guidelines on earthworks for commercial and residential developments), to the satisfaction of the Responsible Authority. All filling on the site affecting road and drainage infrastructure must be carried out to the satisfaction of, supervised by, and recorded in accordance with AS 3798 - 2007 (Guidelines on earthworks for commercial and residential developments) by, a qualified Geotechnical Engineer appointed by the Developer. All fill must be certified clean fill as defined by the Environment Protection Agency (EPA) and no fill accepted from the general public.

65. Prior to the issue of a Statement of Compliance for each stage of the subdivision under the Subdivision Act 1988, the following must be submitted to the satisfaction of the Responsible Authority unless otherwise agreed in writing by the Responsible Authority:

    a) A complete set of "as constructed plans" of site works in digital file format both PDF and AutoCAD. The AutoCAD digital files must have a layer naming convention to enable identification of Council assets listed.
    b) A Schedule of all sub-divisional civil work costs and asset quantities which include the following Council assets;
        i. Total length of Roads, Footpath, Kerb and Channel,
        ii. Total number of Bridges, WSUD features, Traffic calming devices,
        iii. Total length of pipe and number of pits for Drainage,
        iv. Total number of streetlights.
    c) Asset information in digital format to include asset data in accordance with the "A-Spec" Standard, including D-Spec for drainage infrastructure, open space data in accordance with the "O-Spec" Standard, road and footpath data in accordance with "R-Spec" Standards and B-Spec for building data.
    d) A report containing a maintenance regime for all Water Sensitive Urban Design features.
    e) Any relevant infrastructure manuals, specifications or maintenance requirements for assets to be handed over.
    f) A CCTV video recording and report of all completed stormwater drains greater than 150mm diameter.
    g) A refundable maintenance bond of 5 per cent of the total cost of all infrastructure to be handed over to Council is to be held by Council for an agreed minimum period of twelve (12) months from road title issue, in accordance with Section 17(4) of the Subdivision Act 1988.

66. Provide full contribution and make provision for, or construct, a 1.7 metre delineated on-road bike lane along the entire Lithgow Street frontage of the site.

Fire Hydrant Requirements

67. Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of standard C29 (Clause 56 - ResCode), fire hydrants must be provided to the satisfaction of the relevant fire authority.

Department of Transport

68. The permit holder must take all reasonable steps to ensure no disruption to bus operations along Lithgow Street during the construction of the development. Foreseen disruptions to bus operations and mitigation measures must be communicated to the Head, Transport for Victoria eight (8) weeks prior by telephoning 1800 800 007 or emailing bus.stop.relocations@ptv.vic.gov.au.

DELWP

69. Prior to the commencement of works, an updated and relevant Kangaroo Management Plan must be prepared and submitted to the satisfaction of the Department of Environment, Land, Water & Planning, or its successor.

70. The monitoring and management of kangaroos on the site and surrounding area must be implemented prior to the commencement of any construction works.

Melbourne Water

71. Prior to the issue of a Statement of Compliance the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.

72. Prior to the issue of a Statement of Compliance the Owner must submit to Melbourne Water for record, a copy of on-site geotechnical testing information prepared by a suitable qualified and experienced engineer including an assessment of the presence and classification of dispersive soils on-site. The investigation must include the provision of soil test results consistent with existing standards (e.g. AS1289.3.8.1, AS1289.3.8.2, AS1289.3.8.3 or equivalent).

73. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

74. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

75. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.

76. Prior to the issue of a Statement of Compliance for any stage associated with the subdivision or the commencement of construction, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water. The Site Management Plan must include provisions to manage and mitigate any impacts associated with dispersive soils.

77. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.

78. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves

79. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria as outlined in the *Guidelines for Development in Flood Affected* Areas prepared by the Department of Environment, Land, Water and Planning (DELWP).

80. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.

81. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).

82. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy including associated modelling must be submitted and accepted by Melbourne Water and Mitchell Shire Council. The strategy must demonstrate the following:

    a) The proposed alignment for any 1 in 5-year drainage infrastructure and any associated overland flow paths directions for the 1 in 100-year ARI flood event;
    b) That the lot layout adequately accommodates the movement of external overland flows through the site. The current development layout and/or number of lots may need to change from any proposed layout plan in order to accommodate this requirement;
    c) The details of the proposed drainage outfalls for the development and calculation of the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property;

d) Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater;
e) Stormwater Quality Treatment Assets are designed to comply with Melbourne Water's standards and guidelines;
f) Technical assessment of any drainage constraints affecting the development, and proposed strategies to mitigate flood impacts;
g) Demonstration that the proposal is in general accordance with the intent of Melbourne Water's Kalkallo Drainage Scheme (6550) and any precinct structure plan (PSP).

Yarra Valley Water

83. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of:

a) Water services.
b) Recycled water services.
c) Sewerage services.

Country Fire Authority

Hydrants

84. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CFA:

a) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries;
b) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Roads

85. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.

a) The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle;

b) Curves must have a minimum inner radius of 10 metres;
c) Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way;
d) Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

APA Group

86. Easements in favor of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.

87. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the Subdivision Act 1988.

AusNet Services

88. The applicant must:

a) Enter in an agreement with AusNet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan;
b) Enter into an agreement with AusNet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system;
c) Enter into an agreement with AusNet Electricity Services Pty Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by Ausnet Electricity Services Pty Ltd;
d) Provide easements satisfactory to AusNet Electricity Services Pty Ltd for the purpose of "powerline" in favour of AusNet Electricity Services Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AusNet Electricity Services Pty Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land;
e) Obtain for the use of AusNet Electricity Services Pty Ltd any other easement required to service the lots;
f) Adjust the position of any existing AusNet Electricity Services Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey;
g) Set aside on the pan of subdivision Reserves for the use of AusNet Electricity Services Pty Ltd for electric substations;
h) Provide survey plans for any electric substations required by AusNet Electricity Services Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years,

at a nominal rental with a right to extend the lease for a further 30 years. AusNet Electricity Services Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision;

i) Provide to AusNet Electricity Services Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required;

j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AusNet Electricity Services Pty Ltd Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998;

k) Ensure that all necessary auditing is completed to the satisfaction of AusNet Electricity Services Pty Ltd to allow the new network assets to be safely connected to the distribution network.

Permit expiry

89. This permit will expire if one of the following circumstances applies:

a) The plan of subdivision for the first stage is not certified within two years of the date of this permit;
b) Any subsequent stage is not certified within five years of the date of the permit;
c) The registration of the relevant stage of subdivision is not completed within five years from the date of certification of the plan of subdivision.

The Responsible Authority may extend the permit if a request is made in writing in accordance with Section 69 of *Planning and Environment Act* 1987.

PERMIT NOTES	
Relevant Authority	**Information provided to assist the applicant or owner**
Council Building Unit	**Please note that this approval does not constitute a Building Permit.** You should enquire with Council's Building Services Unit on 5734 6230 to ascertain if a building permit is required for this proposal. This planning permit has been assessed against the requirements of the Heritage Overlay only. This planning permit has NOT been assessed against the requirements of ResCode.

Date permit issued: 4 September 2020

Date permit amended: 18 September 2020

Signature for the

Responsible Authority: _____

Council Engineering Services Unit	A legal point of discharge must be obtained from Council prior to the construction of the drainage. A road-opening permit must be obtained from Council's Engineering Services Unit before any vehicle crossover is constructed
Council Environmental Health Unit	An application to install a Septic Tank System must be submitted to the Environmental Health Unit including any prescribed fee and plans detailing the distance of the system from boundaries and the size of the effluent area
Landscape, Environment and Open Space Units	• Councils SEMP template and guide will be available on request. • The definition of fill for the purposes of this condition includes any soil, rock, substrate, clay, sand or other natural material generated through the excavation of the site. • A fee is payable for the assessment of Landscape Master Plans and Streetscape Plans, including those related to water sensitive urban design, car parking facilities and commercial centres • Where the Dilapidation Report is not be submitted and accepted prior to the commencement of works, the Permit Holder may be held liable for any damaged evident at final inspection. • Failure to submit certification documentation related to Warranties, Certification, Test Results and Manuals may result in a delay in the issue of the Practical Completion. • Failure to submit As-Constructed Plans and the relevant documentation may result in a delay in the issue of the Practical Completion.
VicRoads	• To assist in confirming the location of the Public Acquisition Overlay (PAO) acquisition boundary, the applicant is requested to liaise with Len Hall, Strategic Planning Specialist (ph 5434 5156). • Plans of subdivision under section 35 of the Subdivision Act must not be used to vest land as road or reserve in the Roads Corporation unless with the written agreement of the Roads Corporation. • The original of any Certificate of Title issued by the Registrar of Titles from the plan of subdivision must be posted by registered mail to VicRoads within one week of it having been received. The current postal address of VicRoads is: VicRoads (Roads Corporation) (Attention Director Planning, Land Acquisition & Survey) 60 Denmark Street KEW VIC 3101

Melbourne Water	To find out more information in regard to building in flood prone areas please visit our website for more information. For general development enquiries contact our Customer Service Centre on 131 722.
Country Fire Authority (CFA)	CFA does not consent to the Certification of the Plan of Subdivision and Statement of Compliance for Subdivision at this stage. For any further CFA enquiries please call 03 5833 2412 using the CFA Reference: 12000-60739-90881.
Department of Transport	TfV request only the referral of the relevant stages of this subdivision which contain, or abut, a portion of road nominated a bus route, or bus stops. For discussions relating to the design and ultimate location of bus stops or bus operations, please contact the transport operations team by emailing bus.stop.relocations@ptv.vic.gov.au and providing a copy of the TfV referral response and any other necessary information. Should you have any queries regarding the above, please contact Renee De Alwis at renee.dealwis@ecodev.vic.gov.au or alternatively, on (03) 8392 7962.
Yarra Valley Water	If you have any questions or would like to request our consent to issue 'Statement of Compliance' please email YVW via easyACCESS@yvw.com.au including the property address in the subject field. Yarra Valley Water asset information can be freely obtained for all licensed surveyors by registering for access to GIS; visit http://easyaccessknowledgehub.com/register-for-gis/ for more details.
AusNet Electricity Services	It is recommended that, at an early date the applicant commences negotiations with AUSNET ELECTRICITY SERVICES PTY LTD for a supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay (the release to the municipality enabling a Statement of Compliance with the conditions to be issued). Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing. Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required. If you require any further information in relation to the above, please do not hesitate to contact Andrew Webber on 9237 4447 at the Lilydale Office.
Public Lighting Note	Before the preparation of construction plans for street lighting can be completed Council approval to the type and colour of poles and lanterns will be required.

Date permit issued: 4 September 2020

Date permit amended: 18 September 2020

Signature for the

Responsible Authority: _____

Operation of Commonwealth Environmental Laws	On 5 September 2013 an approval under the Environmental Protection and Biodiversity Conservation Act 1999 (EPBC Act) was issued by the Commonwealth Minister for Environment, Heritage and Water. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 201 O Urban Growth Boundary as described in page 4 in the Biodiversity Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060. The approval is subject to conditions specified at Annexure 1 of the approval. Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required.
Street Naming	All streets must be named in accordance with the Guidelines for Geographic Names (DSE 2010) to the satisfaction of the Responsible Authority.

Date of amendment	Brief description of amendment
	This permit has been amended as follows: • Correction of permit preamble; • Deletion of Condition 1; • Addition of Condition 58 o); • Addition of Condition 58 p); and • Addition of Condition 66.

Date permit issued: 4 September 2020

Signature for the

Date permit amended: 18 September 2020

Responsible Authority: _____

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act* 1987)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act* 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from:
  - i. the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - ii. the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act* 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation
   - within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act* 1988.
2. A permit for the use of land expires if:
   - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
   - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
   - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act* 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act* 1988, unless the permit contains a different provision:
   - the use or development of any stage is to be taken to have started when the plan is certified; and
   - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

25/09/2025
File No: 20240575

PERMITPOINT
BUILDING SURVEYORS

Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number **19**	Street/Road **Fairywren Avenue**	Suburb **Beveridge**	Postcode **3753**
Lot/s **310**	LP/PS **842988W**	Volume **12525**	Folio **067**
Crown allotment	Section No	Parish **Merriang**	County

Municipal District **Mitchell Shire Council**

Building permit details

Building permit number: **9339425291379**
Version of BCA applicable to building permit: **NCC 2022 Volume 2**

Building Details

Part of building to which permit applies: **Dwelling- All Parts**
Permitted use: **Domestic**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5**
Maximum number of people to be accommodated:

Part of building to which permit applies: **Garage**
Permitted use: **Domestic**
BCA Class of building: **10a**
Maximum permissible floor live load: **1.5**
Maximum number of people to be accommodated:

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.2.2 – Weatherproofing	It is proposed to use NRG & Weathertex wall system as an external wall system in lieu of a NCC Deemed-to-Satisfy Solution for the proposed dwelling.

Reporting authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation
Mitchell Shire Council	Point of discharge of storm water	reg. 133(2)

Suitability for occupation

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

Relevant Building Surveyor

Name: **Adnan Ramadan**
Address: **PO Box 234 Coburg VIC 3058**
Email**: permits@permitpoint.com.au**
Building practitioner registration no.: **BS-U 39024**
Company Name: **Permit Point Building Surveyors**
ABN: **81 670 787 514**
Municipal district: **Mitchell Shire Council**
Occupancy Permit no.: **9339425291379** Date of issue of permit: **25/09/2025**



ALKYRA

BEVERIDGE

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Mitchell Shire Council
ENDORSED PLAN

Planning Permit No: PLP304/19

Date Permit Issued: 04/09/2020

Sheet 1 of 12

Signed: Ben Micallef

Date: 05/07/2022

Housing Design Guidelines
Stages 3 & 4

alkyra.com.au

ALLAM PROPERTY GROUP

ALKYRA

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Signed: Ben Micallef

Date: 05/07/2022

1. Introduction

1.1 Purpose of the Housing Design Guidelines

The Alkyra Housing Design Guidelines (Design Guidelines) have been developed with the aim of achieving and maintaining a high quality of housing and landscaping within the estate. They will help protect your personal investment in this exciting new community. The requirements of the Design Guidelines are intended to provide you with guidance as you consider the design of your new home and garden. They outline details about timing and ongoing use of your property. Meeting the requirements will ensure the overall quality and amenity of the development for you and your neighbours.

We emphasise that the Design Guidelines are not overly restrictive on the type of development that can occur within the estate. Elements of any proposal that do not comply with the Design Guidelines can be considered on an individual basis. For lots less than 300m², the requirements of the Small Lot Housing Code (SLHC) take precedence over the Design Guidelines. The Review Panel will not assess applications against the Small Lot Housing Code. This will be done by your building surveyor.

1.2 Submission Requirements

Any proposed development within the Alkyra community must first be approved by the Alkyra Design Review Panel (Review Panel). As such, it is mandatory that all relevant plans and drawings are submitted to the Review Panel for approval.

Formal approval can be obtained by forwarding a completed Alkyra Design and Siting Application form (Appendix B) along with legible, digital copies of all relevant documentation to reviewpanel@alkyra.com.au

The application must include the following information:

- **Site Plan** (min. scale 1:200) indicating setback dimensions for all buildings, total footprint and floor areas, vehicle crossover, driveway and building envelope.
- **Floor Plans** (min. scale 1:100) showing key dimensions, window positions and roof plan.
- **All Elevations** indicating building heights, roof pitch, eaves depth, schedule of all external finishes and colours and external building equipment (e.g. garden sheds, pergolas, BBQ areas).
- **Fence** design drawings showing location, height, materials and colour.
- **Schedule** of external colours and materials.
- **Landscaping** details and design including details of front fencing and letterboxes.

1.3 Approval Process

Upon receipt of a fully completed application including all required documentation, the Review Panel will work to assess your proposal in a timely manner. Initial assessments will generally be completed within 15 business days of receipt of a completed application.

Applicants will be provided with either a notice of approval or an indication from the panel as to how the proposed design conflicts with the requirements of the Design Guidelines. The Review Panel may also provide clarification as to how minor deviations from the Design Guidelines can be corrected within the proposed design. All assessments are at the discretion of the Review Panel and all decisions of the Review Panel are final.

Once approval has been granted, it is the responsibility of the applicant to obtain the relevant building permits.

STEPS

STEP 1. Prepare Design Plans – with consideration of Alkyra Housing Design Guidelines and Clause 54 of the Mitchell Shire Planning Scheme (ResCode)
STEP 2. Submit digital Design Plans by email – refer to checklist of requirements
STEP 3. Review Panel – generally provides response in 15 business days
  a. Notice of Approval (including Stamped Plans)
  b. Required amendments for Approval
  c. Refusal of Design – with reasons
STEP 4. Apply for Building Permit – Provide Notice of Approval and Stamped Plans to building surveyor.

1.4 Timing Requirements

Please note the following requirements regarding timing of works: You should be seeking approval of your dwelling plans from the Review Panel within the first nine months of the title being issued for your lot.

- Allow a minimum of 10 weeks from the date of your initial application to the date you receive approval from the Panel.
- Construction of your new home should be completed within 12 months of approval from the Review Panel. Receipt of Occupancy Permit is considered as date of completion.
- Driveways must be fully constructed prior to occupancy of the dwelling.
- Fencing must be constructed within 30 days of receipt of Certificate of Occupancy.
- Front gardens including all landscaping visible from the street must be completed within 6 months of your Certificate of Occupancy.

Please note: Extensions to the above requirements may be granted on a case by case basis.

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2. Lot Siting and Orientation

Mitchell Shire Council
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Date: 05/07/2022

These Design Guidelines are intended for single dwellings on a lot. In general, individual dwellings should be oriented on lots to gain maximum advantage of the natural characteristics of each site. For example, elements such as solar orientation, prevailing breezes, interface with street fronts, open space, landscaping and the character of nearby dwellings should all be considered in the creation of your design.

The following guidelines apply to all standard lots throughout Alkyra. Some unique lots have specific guidelines or variations that are outlined in Section 7 of this document. Please refer to Appendix A – Reference Plan which identifies lot types, easements and crossover locations for each lot.

2.1 Entranceways

- Entranceways must include features such as a porch, portico, or balcony that clearly identifies the primary entrance to the house. Entrance features must comprise a minimum total area of 2m².
- Entranceways must be unobstructed and clearly visible from the street frontage.

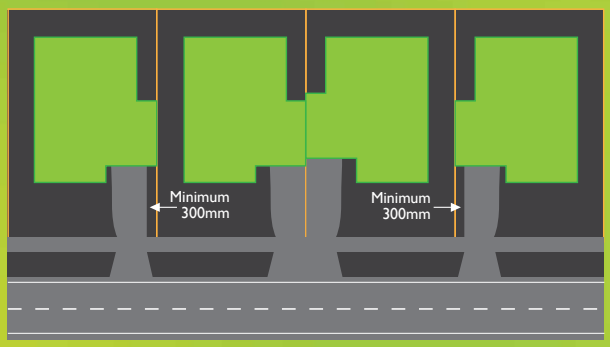
2.2 Setbacks

- For standard lots, a minimum 4m front setback is required.
- Porches, pergolas and verandas of less than 3.6m in height above the natural ground level may encroach into the setback distance no more than 2.5m.
- Dwellings should be setback a minimum of 1m from at least one side boundary to allow for natural light within the dwelling.
- Corner lots should setback a minimum of 2m from the side street frontage.
- Garages must be setback a minimum of 5.5m from the front boundary.
- Some lots have Specific Conditions that require a 6m garage setback. Refer to Section 7 and Appendix A – Reference Plan.

2.3 Driveways

- No more than one driveway is permitted per dwelling.
- Driveways must be constructed of suitable materials such as concrete, exposed aggregate concrete, pavers or other material approved by the Review Panel.
- Entranceways to driveways must match the exact width of the crossover but may reduce in width after to match the alignment and width of a garage or car port.
- Driveways should be no greater than 3m wide at the point where a driveway meets the property boundary.
- To ensure space for landscaping, driveways should not be wider than the total width of the garage or carport.
- At least 300mm of space should be provided between a driveway and a side boundary. This is not required where double crossovers have been constructed with an adjoining lot.

Figure 1. Side Boundaries and Double Crossovers



- Once locations of crossovers and driveways have been determined, relocation of crossovers is strongly discouraged. Permission to relocate crossovers can only be obtained via application through the relevant authorities and in compliance with all council requirements.

3. Design and Architectural Character

3.1 Facades

Facades are the most prominent feature of a dwelling from a visual standpoint and play an important role in defining the character of streetscapes. As such, designs which are of a high quality and provide a wide diversity of facade types are encouraged throughout the estate. Final facade approvals will be at the discretion of the Review Panel.

3.2 Building Materials and Colours

Building materials play a crucial role creating a vibrant and visually pleasing neighbourhood character. Careful consideration should be given to the choice of building materials for your new home which are visible from the public realm. Building materials must be durable and high quality to minimise the need for future maintenance and repairs. Therefore, the external walls of dwelling should be constructed of either:

- High quality brickwork
- Bagged or rendered brickwork
- Painted or coloured concrete block
- Weatherboards with painted, rendered or similarly textured finish
- Composite cladding with painted, rendered or similarly textured finish
- Cement sheeting with painted, rendered or similarly textured finish
- High quality stone
- Metal cladding
- Any other high-quality material as part of a considered design response.

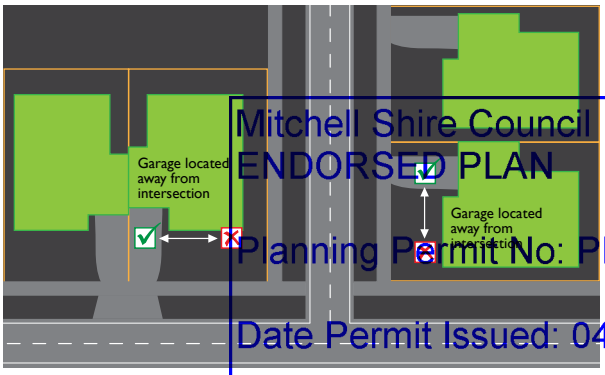
In general, muted tones, colours and finishes that integrate well with the natural environment of Alkyra and other nearby homes are encouraged.

3.3 Garages

All garages must conform to the following requirements:

- Garages and/or carport designs must be integrated with the proposed dwelling including consistent and matching materials, colours, roof pitch, quality of construction, etc.
- Construction of garages must be completed in full during the initial construction of the dwelling.
- Garage doors should not exceed 6m in width.
- Double garage doors should be a minimum of 4.8m in width.
- Roller doors are not permitted.
- For single storey dwellings, garage entrances may not exceed 50% of the width of the total facade frontage.
- For multi-storey dwellings, garage entrances may not exceed 35% of the total facade frontage. Facade areas are measured from a two-dimensional elevation plan and do not include any area of the roof of the dwelling.
- On corner lots, garages must be located away from intersections and along boundaries with the adjoining property.

Figure 2. Garages on Corner Lots



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3. Design and Architectural Character (continued)

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3.4 Corner Features

Careful attention must be given to corner lots as these locations have a significant impact on the character of neighbourhoods. They occupy a prominent position in the streetscape and form a gateway to adjoining streets. As such, it is important that corner lots address both their primary (narrower) and secondary (wider) street frontages.

Houses located on corner lots must utilise appropriate features and materials in order to create an attractive interface with both street frontages. The Review Panel will assess corner facade features on a case-by-case basis. In general, any 3 of the following facade features will be acceptable if repeated along the secondary facade:

- Window or windows to the same height
- Highlight materials or finishes on a front facade that continues for a minimum of 3m along the secondary facade
- Front facade eaves that return for the full length of the secondary facade
- Features of a front entranceway that are repeated along the secondary facade.

Blank walls along secondary frontages and/or blank walls forward of a corner return fence will not be approved.

3.5 Roofs

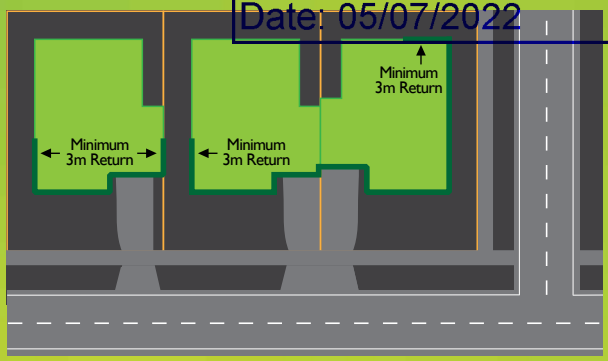
A wide array of roof shapes and types are encouraged. Articulated roof shapes which include elements such as hips, gables, dormer windows, verandas, and/or balconies are preferred. Curved or skillion roofs are also acceptable.

- Roofs should be constructed of materials which complement the style of the dwelling.
- Low reflective roofing materials should be used. The following materials are acceptable:
  - Matt finished powder coated metal roofing
  - Shingle style, low profile matt finished concrete or terracotta tiles
  - Slate tiles
- Only neutral colours and/or muted tones should be used

3.6 Eaves

- All roofs should include eaves along the primary frontage with a minimum width of 450mm.
- Two-storey houses should include eaves along the entire perimeter of the second level
- Eaves are not required on walls constructed to side boundaries
- Where eaves are included as a feature element of front facades, they must return a minimum of 3m around side elevations. On corner lots, eaves used as an element of front facades must return the length of the secondary frontage. See figure below:

Figure 3. Returning Eaves



4. Fencing

Fencing plays a key role in shaping the character and visual appeal of an estate. It is important that consideration is given to the issues outlined below.

4.1 Front Fencing

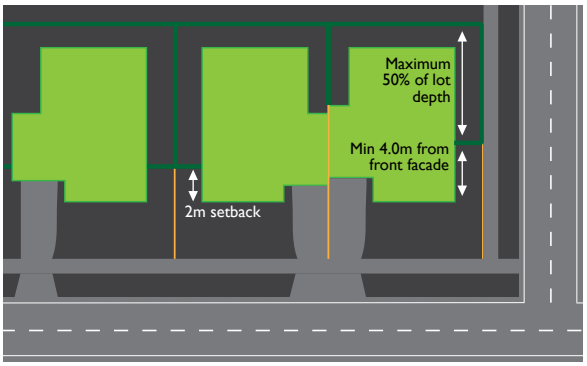
Front fencing is not permitted.

4.2 Side and Rear Fencing

Fencing on side and rear boundaries should:

- be limited to 1.8m in height from ground level.
- side fencing must terminate at least 2m behind the front setback.
- back fencing should be constructed of Colorbond in the colour 'monument'.
- any fencing visible from the public realm should be constructed of high-quality timber paling.
- timber paling fences should have 5mm overlap, top capping and either 1800mm or 2400mm wide intervals of square pine post with pointed cap.

Figure 4. Fencing



4.3 Fencing on Corner Lots

Fencing on corner lots should be designed to enhance the appearance of dwellings and promote an active interface with both street frontages. Fencing should ensure passive surveillance along both streets can be achieved.

Fencing on corner lots must adhere to the following:

- Front fencing is not permitted on corner lots.
- Side fencing should be setback a minimum of 4m from the front of the dwelling leaving feature windows exposed in order to facilitate passive surveillance.
- Solid, non-transparent side fencing may not continue for more than 50% of the lot length when measured from the rear boundary of the lot.
- Fences within 9m of an intersection must not exceed 1m without the consent of the municipal building surveyor.

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5. Landscaping and Maintenance

A landscape plan must be provided for each lot and include:

- Front gardens must be comprised of no more than 60% hard surfaces.
- Front gardens must be comprised of a minimum of 40% permeable surfaces.
- Drought tolerant plantings should be selected where appropriate.
- Planting and landscaping should be designed to minimise the need for watering.
- Artificial grass is not permitted in front garden areas or in any areas visible from the public realm.
- At least one advanced canopy tree within the front yard.
- Details of any retaining walls must be included within the landscape plan. Any retaining walls forward of the building line must be constructed from masonry type materials and colours should be consistent with the dwelling facade.
- Letterboxes must be constructed of materials and in a colour and style which match the dwelling and include the house number. Powder coated steel post letterboxes will not be permitted.

Ongoing Maintenance:

- Property owners are fully responsible for establishing and maintaining grass planting on nature strips
- Any garden area that is visible from the public realm must be fully landscaped within 6 months of issuance of a Certificate of Occupancy. These areas must be maintained into the future to the satisfaction of Mitchell Shire Council.

6. Ancillary Items

6.1 Outbuildings

Outbuildings may only be located at the rear of the lot and should not:

- be visible from the street
- be higher than 3.6m at the ridgeline as measure from the natural ground level
- have perimeter walls exceeding 2.4m, excluding the gable infill.

6.2 Screening

Any of the following items must be located so that they are not readily visible from the street:

- Any air conditioning units either conventional or evaporative
- Heating systems
- Satellite dishes
- Clothes lines
- External plumbing
- Antennae
- Rubbish Bins
- Swimming Pools or spas and associated pumps, filtrations systems, and/or outbuildings
- Flag Poles or flags of any type must not be displayed in a way that is visible from the public realm

Any equipment mounted on the roof of a dwelling should be:

- the same colour as the roof
- placed at least ½ way to the rear of the home
- placed below the ridge line of the roof.

6.3 Storage

Any trucks or commercial vehicles (exceeding 1.5 tonnes), recreational vehicles and/or caravans must not be visible from the public realm when parked or stored on a lot.

Without prior consent from the panel, and before such time as an Occupancy Permit has been granted, it is prohibited to store any of the following on vacant and/or partially developed:

- Caravans
- Boats
- Containers
- Trucks
- Sheds
- Livestock

6.4 Signage

Signs which advertise the sale of a vacant lot are only permitted with the approval of the developer.

Only one sign may be erected to advertise the sale of a fully constructed dwelling. These signs must be approved by the developer and be removed within 10 days of the sale of the property.

Signs advertising builders or tradespersons which are required during construction shall be no more than 600mm x 600mm and must be removed within 10 days of the issue of the Certificate of Occupancy.

Other signs may be permitted with approval by the panel.

6.5 Telecommunications

Connection to the NBN Network is available in Alkyra. Please visit www.nbnco.com.au for details and requirements for your home.

6.6 Maintenance

It is prohibited for the purchaser to allow any rubbish including site excavations and/or building materials to accumulate on the lot or allow growth of excessive grass or weeds on any lots. Any rubbish including rubbish associated with building and constructions must be stored neatly in an appropriately sized industrial bin or skip.

It is prohibited for the purchaser to place and rubbish including site excavations and building materials on adjoining land or any reserve.

6.7 Crossover Protection and Footpath Protections

The landowner must ensure that any required asset protection permits are obtained prior to the commencement of building works.

6.8 Street Tree Protection

The landowner must ensure that any street trees and nature strip areas are fully protected during all building works.

6.9 Subdivision and Expiry

Any additional subdivision of lots within Alkyra must be approved by the Review Panel and is subject to a planning permit from Mitchell Shire Council. Subdivision is not permitted on corner lots.

The Alkyra Housing Design Guidelines apply to each lot for 5 years from the time of settlement for each lot.

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Live brighter



7. Lots with Specific Conditions

Lots 409, 425 and 438

- Privacy fencing in the road reserve along Camerons Lane is to be provided by the developer. The privacy fencing is to be Im high for the first 6m of fence, tapering up to 1.8m.
- No additions, changes or alterations to this fencing are permitted.

Lots 301 and 330

- These lots have a secondary frontage to Malcolm Street. These lots are not to be subdivided and must not have direct access or driveways from Malcolm Street.

Lots 302, 308, 316, 317, 319, 325, 330, 405, 409 and 438

- These lots are required to have a 6m garage setback in order to provide variation from the neighbouring garage setback of 5.5m.

Mitchell Shire Council
ENDORSED PLAN

Planning Permit No: PLP304/19

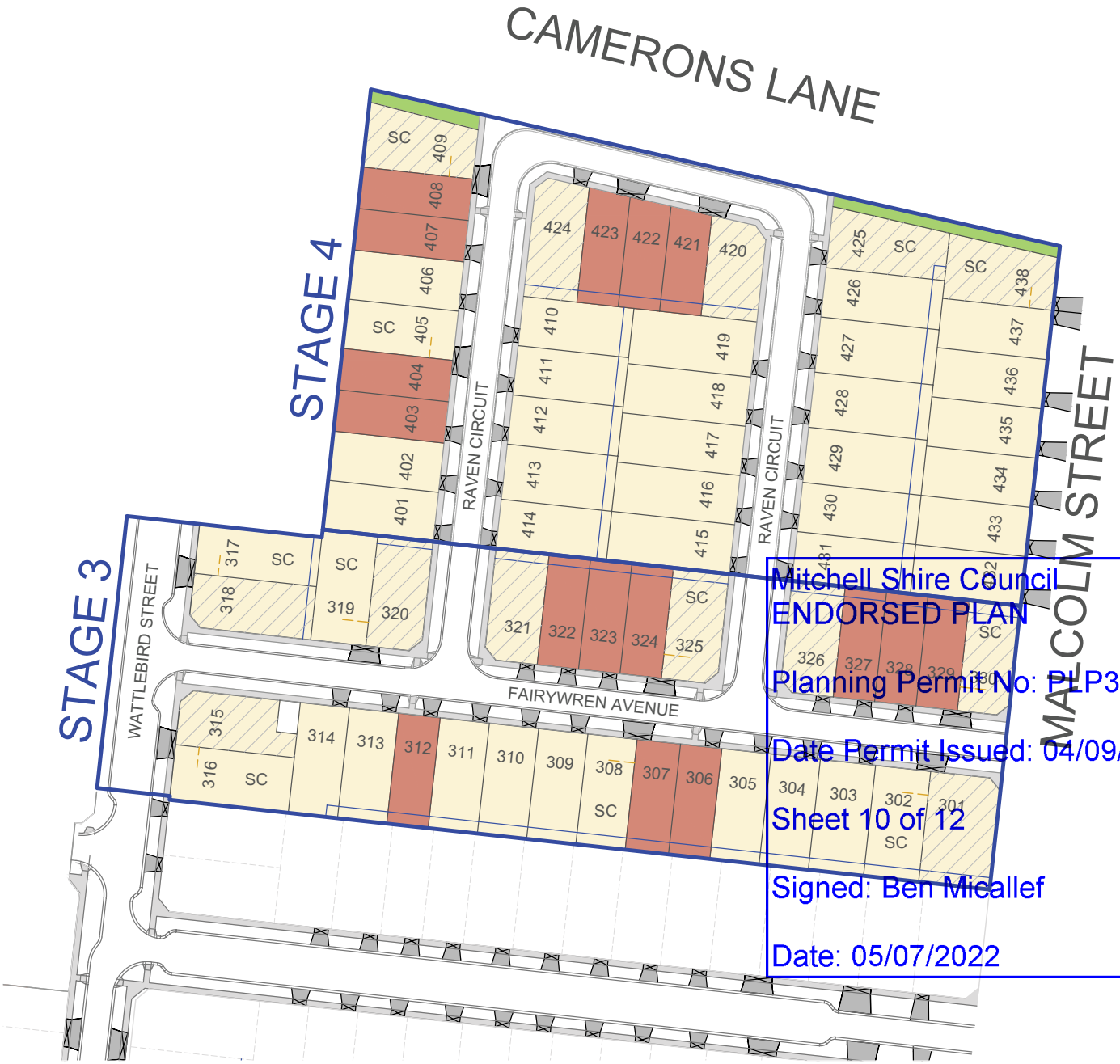
Date Permit Issued: 04/09/2020

Sheet 9 of 12

Signed: Ben Micallef

Date: 05/07/2022

8. Appendix A – Reference Plan



ALKYRA
HOUSING DESIGN GUIDELINES
REFERENCE PLAN - STAGE 3 & 4

LEGEND

- Standard Residential Lots
- SC — Specific Condition Lots
- Small Lot Housing Code Applies
- Corner Lots
- Landscaping
- Services Easement
- Garage Setback 6m

9. Appendix B – Application Form

Alkyra Housing Design and Siting Application Form

Lot No _____

Applicant's Name/s _____

Current Post Address _____

Contact Number _____

Contact Email _____

Builder/Designer's Name _____

Preferred Contact Name and Number _____

The Alkyra Design Review Panel will only assess applications that include all documents and/or information listed in the checklist below:

1. **Site Plan** (min. scale 1:200) indicating setback dimensions for all buildings, total footprint and floor areas, vehicle crossover, driveway and building envelope. ☐
2. **Floor Plans** (min. scale 1:100) showing key dimensions, window positions and roof plan. ☐
3. **All Elevations** indicating building heights, roof pitch, eaves depth, schedule of all external finishes and colours and external building equipment (e.g. garden sheds, pergolas, BBQ areas). ☐
4. **Fence design drawings** showing location, height, materials and colour. ☐
5. **Schedule** of external colours and materials. ☐
6. **Landscaping** details and design including details/construction materials of letterboxes. ☐

Mitchell Shire Council
ENDORSED PLAN

Planning Permit No: PLP304/19

Date Permit Issued: 04/09/2020

Sheet 11 of 12

Signed: Ben Micallef

Date: 05/07/2022

The Alkyra Design Review Panel will work to process all applications in the shortest possible timeframe. In most cases, applications will be processed within fifteen (15) working days of receipt.

Incomplete applications will not be assessed. The Alkyra Design Review Panel reserves the right to request further information from the applicant.

The property owner is solely responsible for obtaining all relevant permits and compliance with all applicable provisions as required by local Council and State Governments including but not limited to all ResCode requirements.

Submitted documentation may be shared in relation to development of neighbouring properties.

Please submit the all the above documentation to: reviewpanel@alkyra.com.au

Mitchell Shire Council
ENDORSED PLAN

Planning Permit No: PLP304/19

Date Permit Issued: 04/09/2020

Sheet 12 of 12

Signed: Ben Micallef

Date: 05/07/2022

ALLAM PROPERTY GROUP

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1141154

APPLICANT'S NAME & ADDRESS

MILLS OAKLEY LAWYERS SYDNEY C/- INFOTRACK (MAJOR ACCOUNTS) C/- LANDATA

DOCKLANDS

VENDOR

ALLAM LAND NO.6 PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

320478

This certificate is issued for:

LOT 312 PLAN PS842988 ALSO KNOWN AS 23 FAIRYWREN AVENUE BEVERIDGE
MITCHELL SHIRE

The land is covered by the:

MITCHELL PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 5
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 2
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE (https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution)

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

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

22 May 2025

Sonya Kilkenny
Minister for Planning

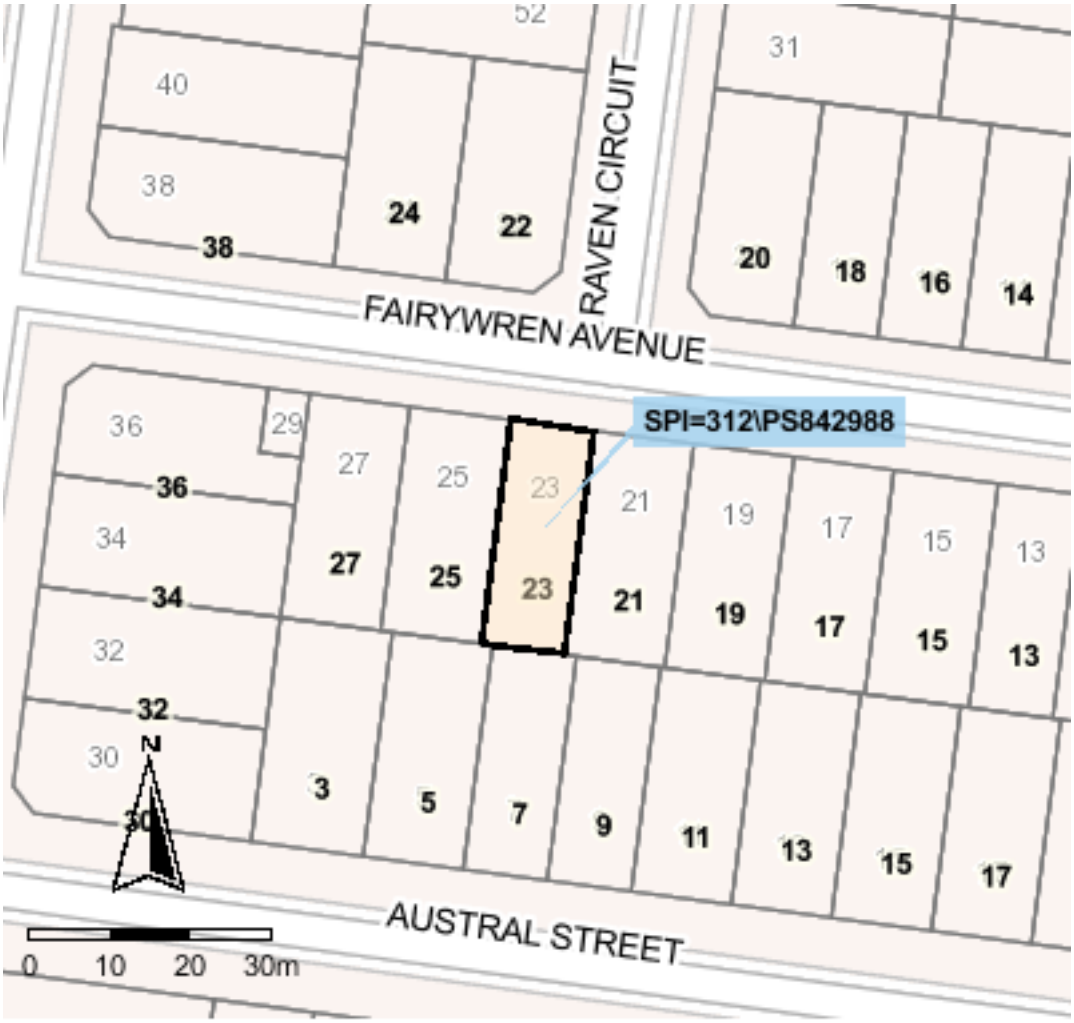
VICTORIA State Government

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mills Oakley Lawyers Sydney C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 320478

NO PROPOSALS. As at the 29th May 2025, 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®.

23 FAIRYWREN AVENUE, BEVERIDGE 3753
SHIRE OF MITCHELL

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: 29th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76865192 - 76865192172015 '320478'

Mitchell Shire Council
113 HIGH STREET BROADFORD 3658

MITCHELL SHIRE COUNCIL

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act* 2020

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Emergency Services and Volunteers Fund Act 2012 or under local laws of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or relevant authority. A fee may be charged for such information.

Applicant: Landata
DX 250639
MELBOURNE

Issue Date: 25/07/2025

Certificate No: LIC25\1823

Your Reference: 77420928-023-4

Property Number: 130821

Property Location 19 Fairywren Avenue
BEVERIDGE VIC 3753

Title Description: Lot 310 PS 842988 Vol 12525 Fol 067

Land Area (ha): 0.0350

Site Value: $250000

Capital Improved Value $250000

Net Annual Value: $12500

Level Date: 01/01/2025

Effective Date: 01/07/2025

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES
for the year ending 30th June 2026

Details of Rates, Charges, Outstanding Notices and Works:

Current Year's Rates	
General Rate - Vacant Residential	$1212.70
Municipal Charge	$202.75
Emergency Services and Volunteers Fund - Fixed	$136.00
Emergency Services and Volunteers Fund - Variable	$43.25
Balance Outstanding	$1,594.70

Mitchell Shire Council

LAND INFORMATION CERTIFICATE (Cont.)

Property Location:19 Fairywren Avenue
BEVERIDGE VIC 3753
Property Number: 130821 **Certificate No:LIC25\1823**

ADDITIONAL INFORMATION:

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.

2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act* 1983 until such time as payment of outstanding rates and charges is received.

3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.

4. Payments are subject to clearance by the bank.

5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

Receipt for the sum of $30.60 being the appropriate fee for this certificate is acknowledged.

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.

EM
……..
Authorised Officer – Mitchell Shire Council

BPAY **Biller Code:** 93807
Ref: 1308212

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

14th July 2025

Mills Oakley Lawyers Sydney C/- InfoTrack (Major
LANDATA

Dear Mills Oakley Lawyers Sydney C/- InfoTrack (Major ,

RE: Application for Water Information Statement

Property Address:	19 FAIRYWREN AVENUE BEVERIDGE 3753
Applicant	Mills Oakley Lawyers Sydney C/- InfoTrack (Major LANDATA
Information Statement	30955735
Conveyancing Account Number	7959580000
Your Reference	320478

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
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
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	19 FAIRYWREN AVENUE BEVERIDGE 3753

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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
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

Melbourne Water Property Information Statement

Property Address	19 FAIRYWREN AVENUE BEVERIDGE 3753

STATEMENT UNDER SECTION 158 WATER ACT 1989

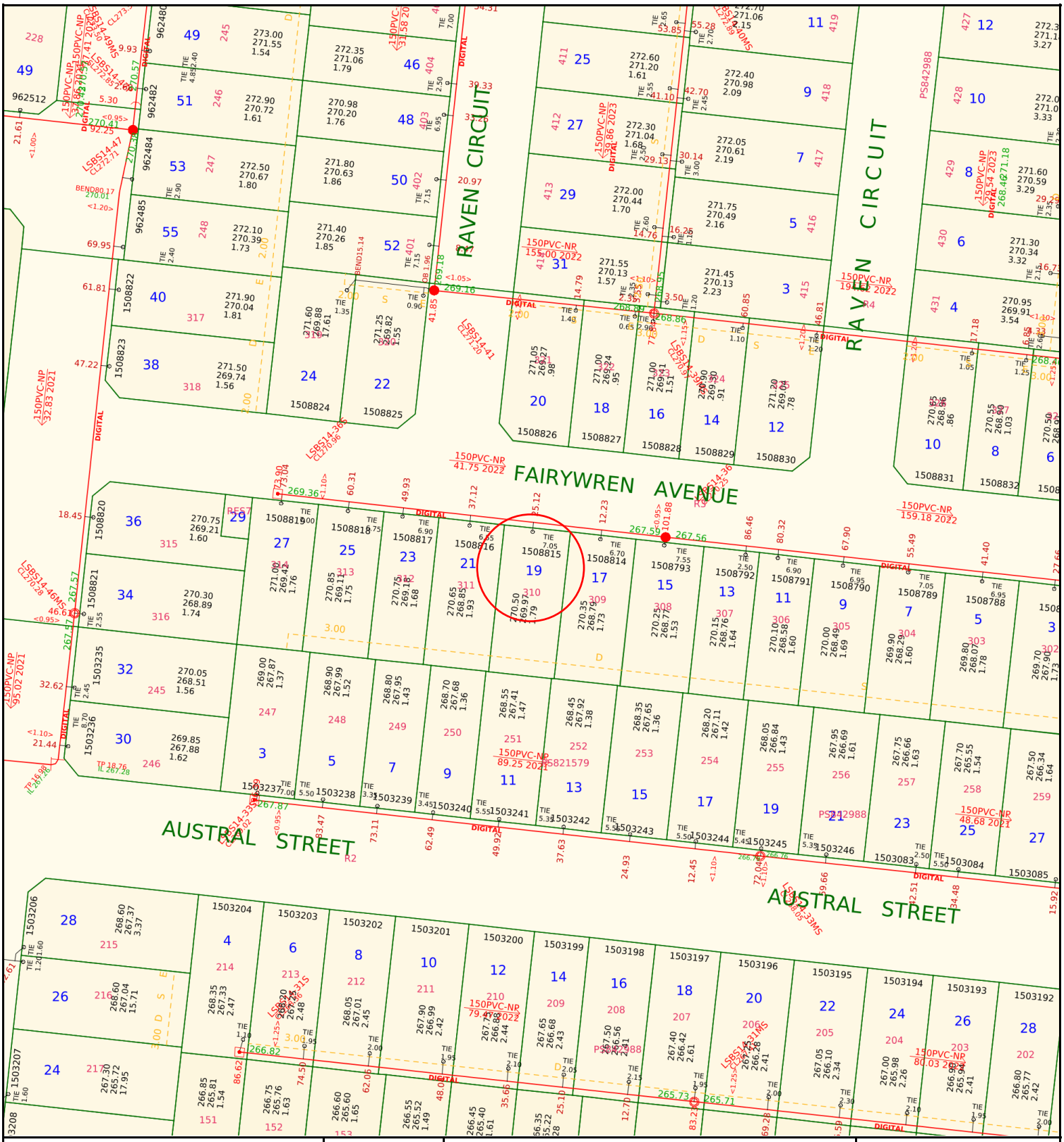
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water

Information Statement Number: 30955735

Address	19 FAIRYWREN AVENUE BEVERIDGE 3753
Date	14/07/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

20th May 2024

Application ID: 630547

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
20mm Recycled Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1
20mm Potable Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1508815

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:
a) Must be within 2 metres of the title boundary that abuts the water main
b) Must be fitted at right angles to the water main, in line with the tapping
c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
d) Must not be encased in concrete surrounds
e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	**√ or X**

This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

Recycled Water Supply
In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

(a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice if not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served

(b) Discontinuation of supply without notice under Section 168 of *the Act*

(c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

(a) connection of the property to the Class A recycled water supply system; or

(b) change in the intended use of Class A recycled water at the property; and/or

(c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

(i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and

(ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

(a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.

(b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

(a) An external recycled water tap must be installed to service the **front** of the property:

(i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(b) An external recycled water tap must be installed to service the rear of the property:

(i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

(c) All external recycled water taps must have the following features:

(i) The whole body of the tap and handle must be coloured purple

(ii) Tap to be the jumper valve type

(iii) Tap handle must be the removable type

(iv) Standard thread on tap outlet for garden hose bib

(v) Tap inlet to have 5/8" right hand thread

(d) An external drinking water tap must installed to service the **front** of the property

(i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(e) All external drinking water supply taps must be fitted with atmospheric vacuum breakers.

(f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

(a) External recycled water taps may be installed to service the front and/or rear areas of the property.

(b) All external recycled water taps must comply with the features detailed in section 3.3(c).

(c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:

(i) an educational site including but not limited to schools and kindergartens;

(ii) a site to which the public have access;

(iii) a health care centre; or

(iv) a site that is likely to have children present.

(d) At least one external drinking water tap must be provided to service the property.

(e) <u>All external drinking water supply taps must be fitted with atmospheric vacuum breakers.</u>

3.5. Laundry Use

(a) A recycled water washing machine tap must be installed in the laundry.

(b) All recycled water washing machine tap kits must have the following features:

(i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).

(ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).

(iii) 5/8" Female threaded tap complete with purple handle and standard ¾" outlet

(iv) 5/8" Male lugged elbow

(v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

(a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.

(b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

(c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

(a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	**YES (✓) or NO (X)**
Fire-fighting & fire protection systems (**excluding sprinkler systems**)	YES (✓)
Toilet / urinal flushing (**excluding bidets**)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (**not for swimming**)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (**excluding pigs**)	YES (✓)
Cooling towers	YES (✓)
Industrial use: • Boiler feed water • Process water • Wash-down water • Dust suppression	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

(a) AS/NZS 3500

(b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au

(c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

(i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building

(ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling

(iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages

(iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

(i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

(i) The site must have passed the R1 and R2 inspections before the R3 can be done

(ii) All tap-ware and plumbing fixtures must be fitted and operational

(iii) Properties must not be occupied before passing the R3 inspection

(iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday

6.3. R3 inspections require two (2) business days' notice of the required inspection date

6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.

6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection

6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework

6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time

6.8. Safe access to the site must be provided for inspections to take place

6.9. Failure to book inspections will result in penalties. Refer Section 1.

6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:

(a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.

6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:

(a) Properties using a straight piece will not pass these inspections.

6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.

7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

8.1. The drinking water property service pipe is to be PE pipe and must be water marked.

8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:

(a) PE pipe must not form any part of the water meter assembly.

8.3. In the case of short side installations the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.

8.4. In the case of long side installations the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

9.1. All recycled water meters will be installed with a locking device at the time of the tapping.

9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:

(a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.

10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. **Meters in recycled water areas can only be moved by Yarra Valley Water**.

(a) An application must be made online via easyACCESS to move the meter/s.

(b) Yarra Valley Water can move meters up to 600mm from their original tapping location:

(i) 20mm and 25mm meters **are moved for free**

(ii) 32mm and above incur costs

(c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.

(d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the* Act. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

(a) 20mm to 25mm meters – 250mm minimum clearance between meters

(b) 32mm and above – 150mm minimum clearance between meters

(c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

(a) Educate children and visitors to the property about the permitted uses of Class A recycled water

(b) Remove the handle from the recycled water taps when not in use

(c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

(a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements

(b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly

(c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.
You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

YARRA VALLEY WATER
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

Mills Oakley Lawyers Sydney C/- InfoTrack (Major
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3464074434
Rate Certificate No: 30955735

Date of Issue: 14/07/2025
Your Ref: 320478

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
19 FAIRYWREN AVE, BEVERIDGE VIC 3753	310\PS842988	5293969	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	$21.26	$21.26
Residential Water and Sewer Usage Charge *Step 1 – 5.000000kL x $3.43420000 = $17.17* Estimated Average Daily Usage $0.19	25-03-2025 to 24-06-2025	$17.17	$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	$122.58	$122.58
Residential Recycled Water Usage Charge	25-03-2025 to 24-06-2025	$0.00	$0.00
Drainage Fee	01-07-2025 to 30-09-2025	$31.51	$31.51
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$383.17
		Total for This Property	$558.52

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. 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.

3. 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.
4. 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.

Recycled water is available at this property
This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 5293969

Address: 19 FAIRYWREN AVE, BEVERIDGE VIC 3753

Water Information Statement Number: 30955735

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 34640744345

Amount Paid		Date Paid		Receipt Number	

Application outcome
Build Over Easement (BOE)

Application ID:	Date:
00007966	20/05/2024

Address:	19 Fairywren Avenue Beveridge Vic 3753
SLID:	5293969
Lot/Plan number:	310/PS842988

Hello,

Thank you for your application. Your Build Over Easement (BOE) Application has been **approved**. You can go ahead with the plans you submitted with this application.

Below are the conditions that you need to meet as part of this approval. Send this document to your builder, plumber and other interested parties to make them aware of these conditions.

Conditions

The below conditions must be read in conjunction with our Standard Terms and Conditions and the Build over easement guidelines which are available on our website at www.yvw.com.au/boe

The driveways, paving, crossovers, ramps, hardstands

- must have a **maximum 125 millimetre thickness** of driveway or paving. A **minimum 900 millimetre vertical cover** is to be maintained over the sewer main that is less than 225 millimetres in diameter and less than 3.5 metres deep. Construction joints/saw cuts incorporated into the design must be provided at maximum centres of 1.2m, and be centrally located over the sewer branch to identify the removable section. No additional load is to be placed on the sewer main by the works. Ramps over sewer mains are **not permitted**.

Changes to plans

You must contact us if you want to add or change a building/structure that is located in an easement or within one metre of our infrastructure.

If you change your plans without an updated approval from us:

- You may need to change or remove your unapproved structure.
- If we need to access our infrastructure near the unapproved work, and as a result it is damaged or removed, we will not reinstate the structure or landscaping.
- If our asset is damaged by you or your contractors while undertaking your work, you as the property owner must pay any costs incurred due to damaging our assets.

To view our assets and easements please visit www.yvw.com.au/gis

The information in this Application Outcome supersedes any previous written or verbal advice that we've provided.

If you need more information or have questions, we're here to help. Our contact details are below.

Yours sincerely,



Joe Gargaro
Divisional Manager, Development Services

Contact us

www.yvw.com.au/boe
easyaccess@yvw.com.au
Development Services 1300 651 511

Faults and emergencies 13 27 62(24hr)
TTY Voice Calls 133 677
Speak and Listen 1300555727

For language assistance
العربية 1300 914 361
廣東話 1300 921 362
Ελληνικά 1300 931 364
普通话 1300 927 363

For all other languages call our translation service on 03 9046 4173

Property Clearance Certificate

Land Tax

INFOTRACK / MILLS OAKLEY LAWYERS SYDNEY

Your Reference:	6408097 LOT 310 ALKYRA
Certificate No:	92243468
Issue Date:	14 JUL 2025
Enquiries:	ESYSPROD

Land Address: 19 FAIRYWREN AVENUE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50474031	310	842988	12525	67	$0.00

Vendor: ALLAM LAND NO.6 PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ALLAM LAND NO.6 PTY LIMITED	2025	$275,000	$6,601.25	$0.00	$0.00

Comments: Land Tax of $6,601.25 has been assessed for 2025, an amount of $6,601.25 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	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 (CIV):	$275,000
SITE VALUE (SV):	$275,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 92243468

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 by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.

8. 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 = $975.00

Taxable Value = $275,000

Calculated as $975 plus ($275,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $2,750.00

Taxable Value = $275,000

Calculated as $275,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 92243468

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 92243468

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / MILLS OAKLEY LAWYERS SYDNEY

Your Reference:	6408097 Lot 310 Alkyra
Certificate No:	92243468
Issue Date:	14 JUL 2025
Enquires:	ESYSPROD

Land Address:	19 FAIRYWREN AVENUE BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50474031	310	842988	12525	67	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$275,000
SITE VALUE:	$275,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92243468

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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
   - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
   - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
   - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate 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. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / MILLS OAKLEY LAWYERS SYDNEY

Your Reference:	6408097 LOT 310 ALKYRA
Certificate No:	92243468
Issue Date:	14 JUL 2025

Land Address:	19 FAIRYWREN AVENUE BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
310	842988	12525	67

Vendor: ALLAM LAND NO.6 PTY LTD

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92243468

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 by the Commissioner 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.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. 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.
10. 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.
11. 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

Biller Code: 416073
Ref: 92243468

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 92243468

Visa or Mastercard

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

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.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 22 May 2025 05:26 PM

PROPERTY DETAILS

Address:	**23 FAIRYWREN AVENUE BEVERIDGE 3753**
Lot and Plan Number:	**Lot 312 PS842988**
Standard Parcel Identifier (SPI):	**312\PS842988**
Local Government Area (Council):	**MITCHELL** www.mitchellshire.vic.gov.au
Council Property Number:	**130823**
Planning Scheme:	**Mitchell** Planning Scheme - Mitchell
Directory Reference:	**Melway 667 H10**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**KALKALLO**

OTHER

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

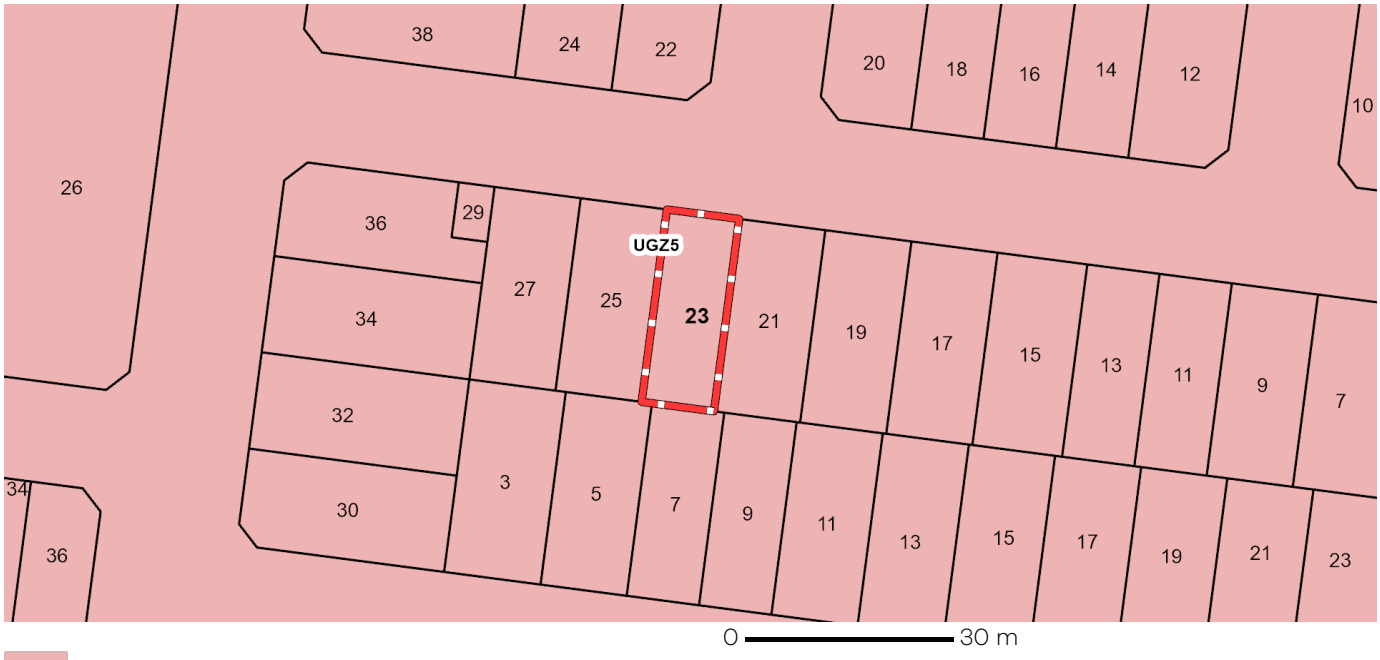
View location in VicPlan

Note

This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)
URBAN GROWTH ZONE - SCHEDULE 5 (UGZ5)



UGZ - Urban Growth

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

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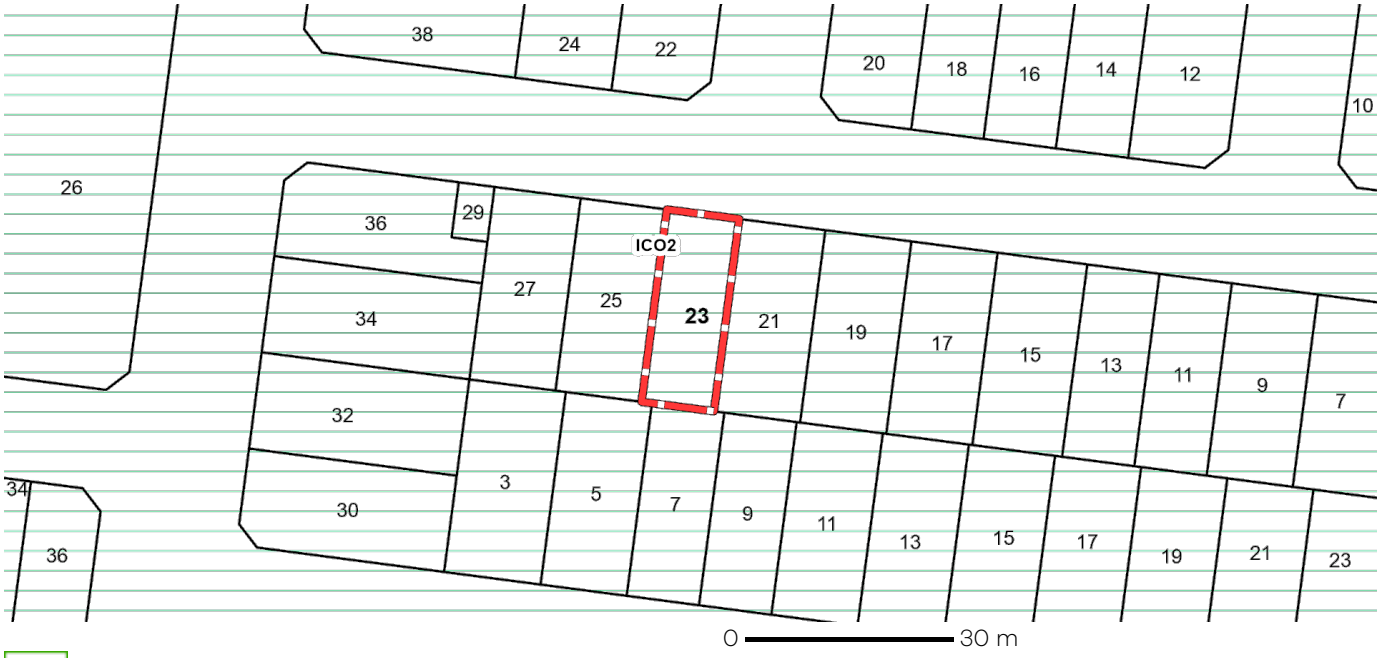
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)
INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 2 (ICO2)

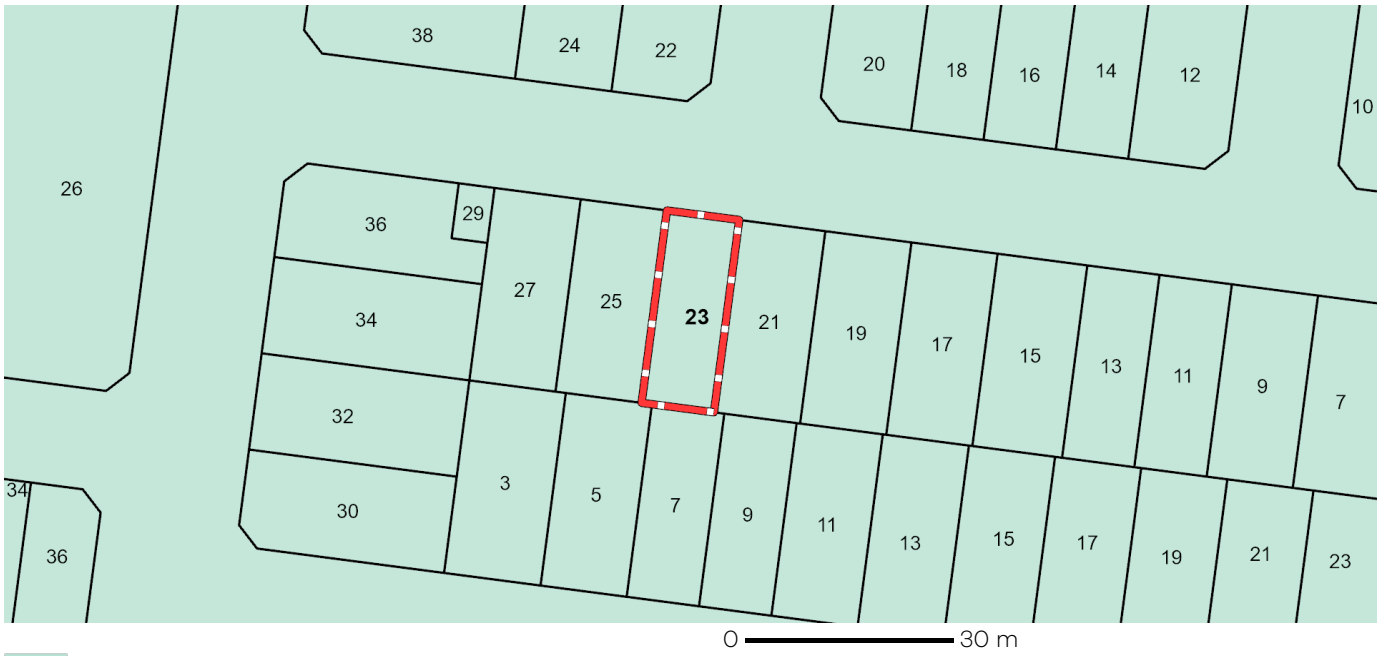


ICO - Infrastructure Contributions Overlay

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

Growth Area Infrastructure Contribution

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



Land added to the UGB since 2005

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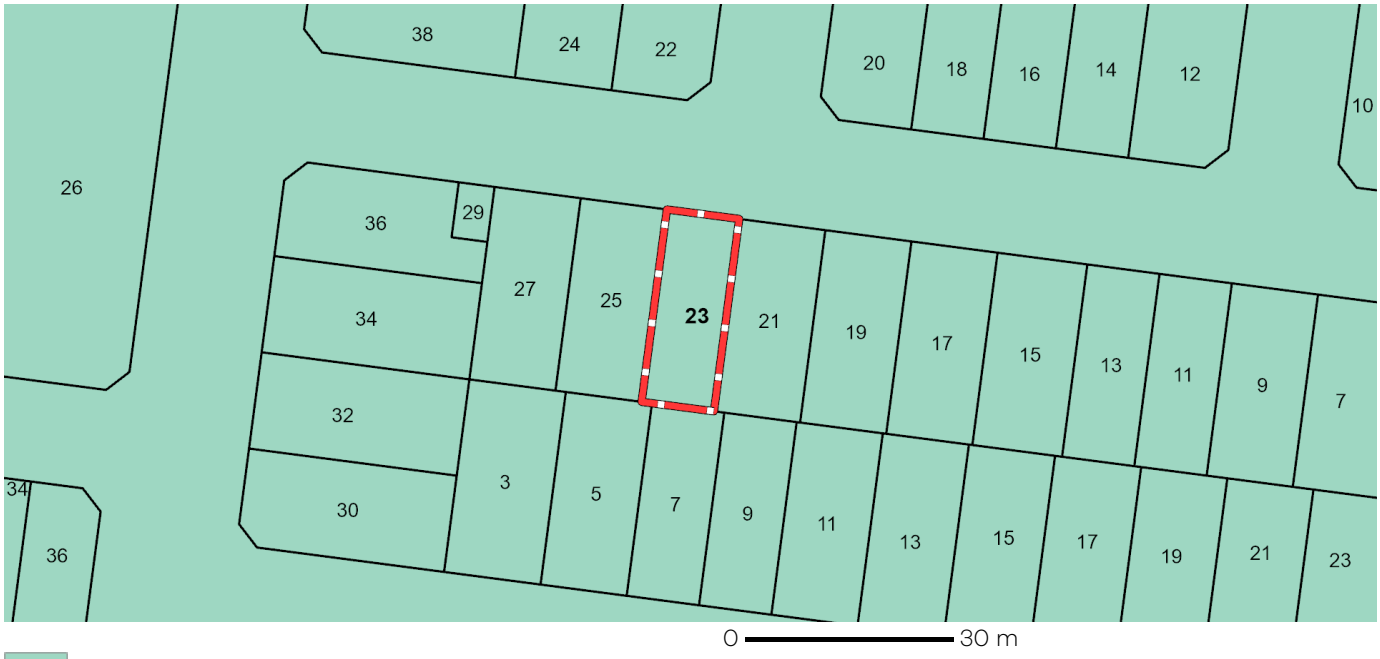
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 22 May 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

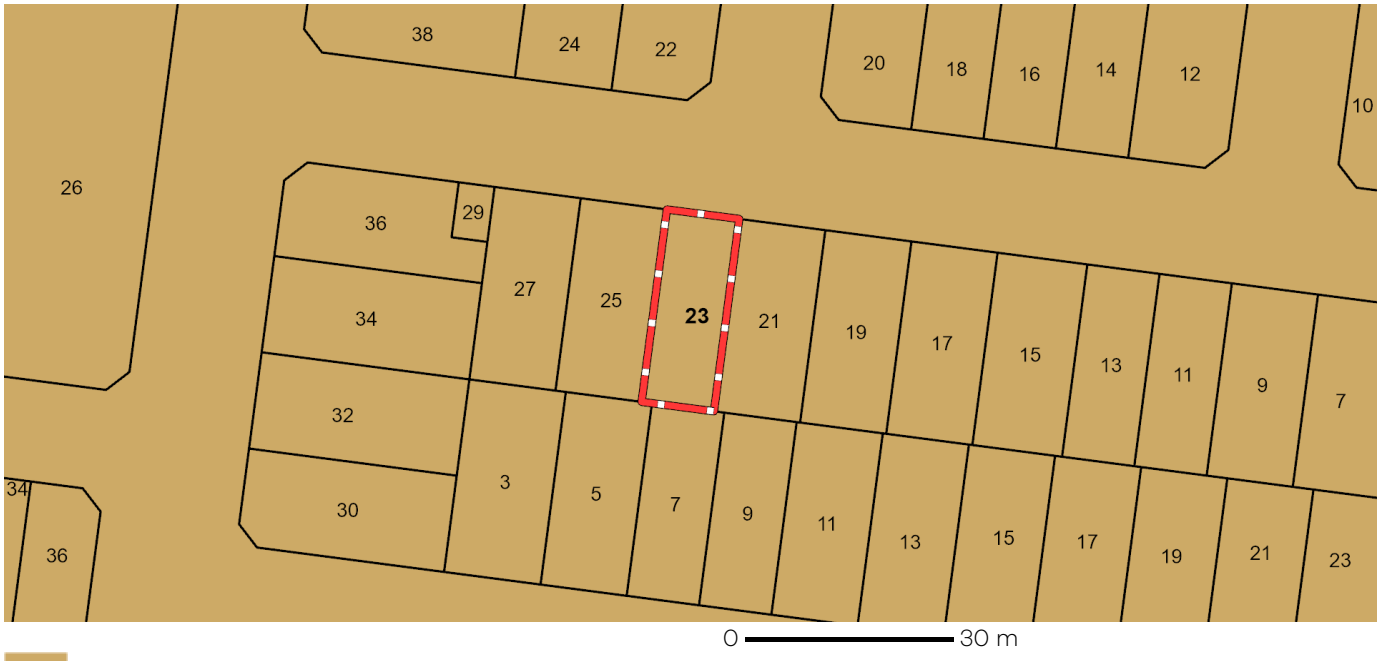
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

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Extract of EPA Priority Site Register

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 23 FAIRYWREN AVENUE
SUBURB: BEVERIDGE
MUNICIPALITY: MITCHELL
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 685 Reference H1

DATE OF SEARCH: 22nd May 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

[Extract of Priority Sites Register] # 76865192 - 76865192172015 '320478'

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act* 2017

APPLICANT:
Mills Oakley Lawyers Sydney C/- InfoTrack (Major Accounts)

PROPERTY ADDRESS:
23 FAIRYWREN AVENUE
BEVERIDGE

CERTIFICATE NO:
76865192

PARCEL DESCRIPTION:
Lot 312 PS842988W

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

Authorised by:

Steven Avery
Executive Director, Heritage Victoria

DATE AUTHORISED: 22/05/2025
Note: This Heritage Certificate is valid at the date of issue.

HIA INSURANCE SERVICES PTY LTD
Level 4, Botanicca Building 8 584 Swan Street
Burnley VIC 3121
hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Allam Land No. 6 Pty Ltd

11 Brookhollow Ave
NORWEST
NSW 2153

Policy Number:
C868298

Policy Inception Date:
26/03/2024

Builder Account Number:
677028

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

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**19 Fairywren Ave Beveridge VIC 3753 Australia**
Carried out by the builder:	**ALLAM HOMES BUILDING (VIC) PTY LIMITED**
Builder ACN:	**669897821**

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

For the building owner(s):	**Allam Land No. 6 Pty Ltd**
Pursuant to a domestic building contract dated:	**22/02/2024**
For the contract price of:	**$ 452,134.00**
Type of Cover:	**Cover is only provided if ALLAM HOMES BUILDING (VIC) PTY LIMITED has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Issued by Victorian Managed Insurance Authority

Date Generated:26/03/2024
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

HIA INSURANCE SERVICES PTY LTD
Level 4, Botanicca Building 8 584 Swan Street
Burnley VIC 3121
hiainsurance.com.au
1800 633 467

Period of Cover

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

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

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

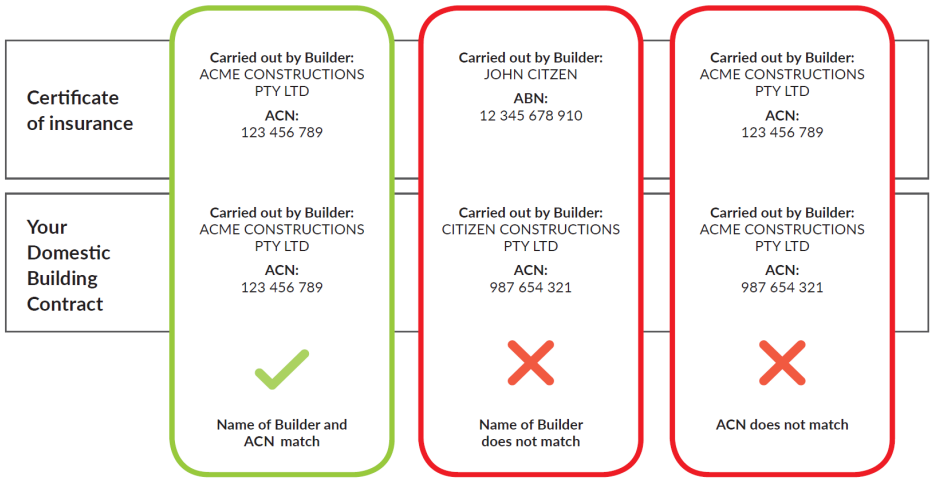
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$3,200.00**
GST:	**$320.00**
Stamp Duty:	**$352.00**
Total:	**$3,872.00**

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

Below are some example of what to look for



Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

Australian Government
Australian Taxation Office

ALLAM LAND NO.6 PTY LIMITED
C/- RACHEL MCLEOD
LEVEL 6 530 COLLINS STREET
MELBOURNE VIC 3000

Our reference: 7159336692258
Phone: **13 28 66**

27 May 2025

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411070229845
Vendor name	ALLAM LAND NO.6 PTY LIMITED
Clearance Certificate Period	16 April 2025 to 27 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.