

# 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 AGREEMENT. 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 ...../...../2024

**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 ...../...../2024

**Print name(s) of person(s) signing: Adriana White (formerly Politi)**

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

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

<b>IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF</b>	
<p><b>Cooling-off period</b> (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>You must either give the vendor or the vendor's agent <b>written</b> 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.</p> <p>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.</p>	<p><b>EXCEPTIONS:</b> The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none"><li>• you bought the property at a publicly advertised auction or on the day on which the auction was held; or</li><li>• you bought the land within 3 clear business days before a publicly advertised auction was to be held; or</li><li>• you bought the land within 3 clear business days after a publicly advertised auction was held; or</li><li>• the property is used primarily for industrial or commercial purposes; or</li><li>• the property is more than 20 hectares in size and is used primarily for farming; or</li><li>• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or</li><li>• you are an estate agent or a corporate body.</li></ul>

## Table of contents

Particulars of Sale

Special Conditions

General Conditions

1.	ELECTRONIC SIGNATURE .....	9
2.	LIABILITY OF SIGNATORY .....	9
3.	GUARANTEE .....	9
4.	NOMINEE .....	9
5.	ENCUMBRANCES .....	9
6.	VENDOR WARRANTIES .....	9
7.	IDENTITY OF THE LAND.....	10
8.	SERVICES.....	10
9.	CONSENTS.....	10
10.	TRANSFER & DUTY .....	10
11.	RELEASE OF SECURITY INTEREST .....	10
12.	BUILDING WARRANTY INSURANCE.....	11
13.	GENERAL LAW LAND .....	11
14.	DEPOSIT .....	12
15.	DEPOSIT BOND.....	13
16.	BANK GUARANTEE.....	13
17.	SETTLEMENT .....	14
18.	ELECTRONIC SETTLEMENT.....	14
19.	GST.....	15
20.	LOAN .....	15
21.	BUILDING REPORT .....	15
22.	PEST REPORT .....	16
23.	ADJUSTMENTS .....	16
24.	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING .....	16
25.	GST WITHHOLDING.....	17
26.	TIME & CO OPERATION .....	18
27.	SERVICE .....	18
28.	NOTICES.....	19
29.	INSPECTION.....	19
30.	TERMS CONTRACT .....	19
31.	LOSS OR DAMAGE BEFORE SETTLEMENT .....	19
32.	BREACH.....	19
33.	INTEREST .....	20
34.	DEFAULT NOTICE .....	20
35.	DEFAULT NOT REMEDIED.....	20



**Property address**

The address of the land is: **7 Oleander Circuit Beveridge Vic. 3753**

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

All fixed floor coverings, electric light fittings and window furnishings and all items of a fixed and permanent nature as inspected.

**Payment**

Price	\$	
Deposit	\$	10% on the signing hereof
Balance	\$	payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- 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:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

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

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

1. In the event of any discrepancy between these special conditions and the printed form of Contract these special conditions shall prevail.
2. The purchaser acknowledges that this Contract represents the entire agreement between the parties and the purchaser agrees that it shall not seek to rely upon any alleged representation, warranty or condition not contained herein.
3. The purchaser admits that the land as offered for sale and inspected by the purchaser is identical to that described in the title particulars as the land being sold in the vendors statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.
4. The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation, or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.
5. The Purchaser/s acknowledge/s that:
  - (a) Any improvements on the property may be subject to or require compliance with the Victoria Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the Vendors title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground;
  - (b) the Purchaser/s has purchased the property, its fixtures and chattels as a result of the Purchaser/s own inspection or enquiries and in its present condition and state or repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendors behalf has made any warranty or representation in relation to those matters; and
  - (c) without limiting the generality of (a) and (b) above, the Purchaser is not entitled to make any objection, requisition or claim for compensation whatsoever in respect of the state of repair and condition of the property its fixtures and chattels save for any loss, damage or destruction other than due to fair wear and tear occurring between the date hereof and settlement.
6. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied, easements, encumbrances, and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.
7. If the purchaser defaults in payment of any money under this contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default in the sum of \$550.00 (inclusive of GST) together with a further sum of \$550.000 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendors rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the vendor's representative an amount of \$150.00 plus GST for each and every rescheduled settlement even if it is rescheduled to settle the same day. Such additional amount or amounts to be paid at the rescheduled settlement.
8. The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies.
9. The Purchaser/s is/are purchasing the property in its present state and condition. The purchaser acknowledges that it has had an opportunity to inspect the property and dwelling thereon. The Purchaser/s will not make any objection requisition or claim for compensation nor claim any right to rescind or terminate or seek any reduction of the purchase price or seek to delay settlement arising out of the condition of the property or the condition of any of the improvements on the property. This condition shall not merge on settlement.
10. Foreign purchaser:

The purchaser warrants

  - (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
  - (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.
11. The Purchaser acknowledges that all dwellings/buildings are required to be fitted with self contained smoke alarms in accordance with the Regulations under the Building Act 1993 (Vic) within 30 days after:

- (a) in the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of Lands Act 1962) the date of completion of the Contract; and
- (c) in the case of a terms Contract, the date the Purchaser becomes entitled to possession or to the receipt of the rents and profits under the Contract.

12. Where the purchaser is deemed by Section 27(7) of the Sale of Land Deposits Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and specific objection to the vendors Title.

13. The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments. At the time the purchaser or their representative makes submission on the adjustments to the vendors representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of such adjustments must be by way of copies of certificates purchased by the purchaser's representative. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

14. No Land Tax Adjustment

Where the day of sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000 General Condition 23 is hereby varied to the extent that there shall be no adjustment of any land tax for the property, and the purchaser shall not be required to make any payment or contribution to the vendor's land tax at settlement or otherwise.

**THE FOLLOWING SPECIAL CONDITION 16 WILL APPLY IF THE PROPERTY IS OFFERED FOR SALE BY PUBLIC AUCTION:-**

- 15. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
- 16. If the Purchaser shall be or includes a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

**ANNEXURE "A".  
GUARANTEE AND INDEMNITY**

TO: The withinnamed and described Vendor (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-
  - (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
  - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof; That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.
- G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.



# 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 purchase's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 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. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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 lodgment 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. Special 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 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 special 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 vendors 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 sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised 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 that 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.
-

DATED

2024

**Adriana White (formerly Politi)**

to

---

**CONTRACT OF SALE OF LAND**

---

**Property: 7 Oleander Circuit Beveridge Vic. 3753**

**LOCK CONVEYANCING GROUP**

Licensed Conveyancer

Tel: 0432 804 453

Ref: CN:232145

# Vendor Statement


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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	7 Oleander Circuit Beveridge Vic. 3753
-------------	--

<b>Vendor's name</b>	<b>Adriana White (formerly Politi)</b>	<b>Date</b> 17/12/2024
<b>Vendor's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000

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

n/a

To

n/a

Other particulars (including dates and times of payments):

nil

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act) –

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 210
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) 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 set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

If any, are contained in the attached certificates and/or statements. however the vendor has no means of knowing the decision of all authorities so the purchaser should make their own enquiries.

**4.2. Agricultural Chemicals**

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

Nil to the vendors knowledge, however the vendor has no means of knowing the decision of all authorities so the purchaser should make their own enquiries.

**4.3. Compulsory Acquisition**

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

Nil to the vendors knowledge, however the vendor has no means of knowing the decision of all authorities so the purchaser should make their own enquiries.

**5 BUILDING PERMITS**

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

If any, are attached.

**6 OWNERS CORPORATION**

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

- Not applicable.

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

Not Applicable.

**8 SERVICES**

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

--

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)

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

Page 1 of 2

VOLUME 12433 FOLIO 959

Security no : 124120509386Q  
Produced 09/12/2024 02:11 PM

### LAND DESCRIPTION

Lot 204 on Plan of Subdivision 841451Y.  
Created by instrument PS841451Y Stage 2 28/10/2022

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ADRIANA POLITI of 7 OLEANDER CIRCUIT BEVERIDGE VIC 3753  
AW260342E 11/11/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW260343C 11/11/2022  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS841451Y 28/10/2022

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AT805202P 26/11/2020

AGREEMENT Section 173 Planning and Environment Act 1987  
AW051317U 09/09/2022

AGREEMENT Section 173 Planning and Environment Act 1987  
AW123544J 03/10/2022

### DIAGRAM LOCATION

SEE PS841451Y FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 7 OLEANDER CIRCUIT BEVERIDGE VIC 3753

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 11/11/2022



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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**

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS841451Y</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>09/12/2024 14:11</b>

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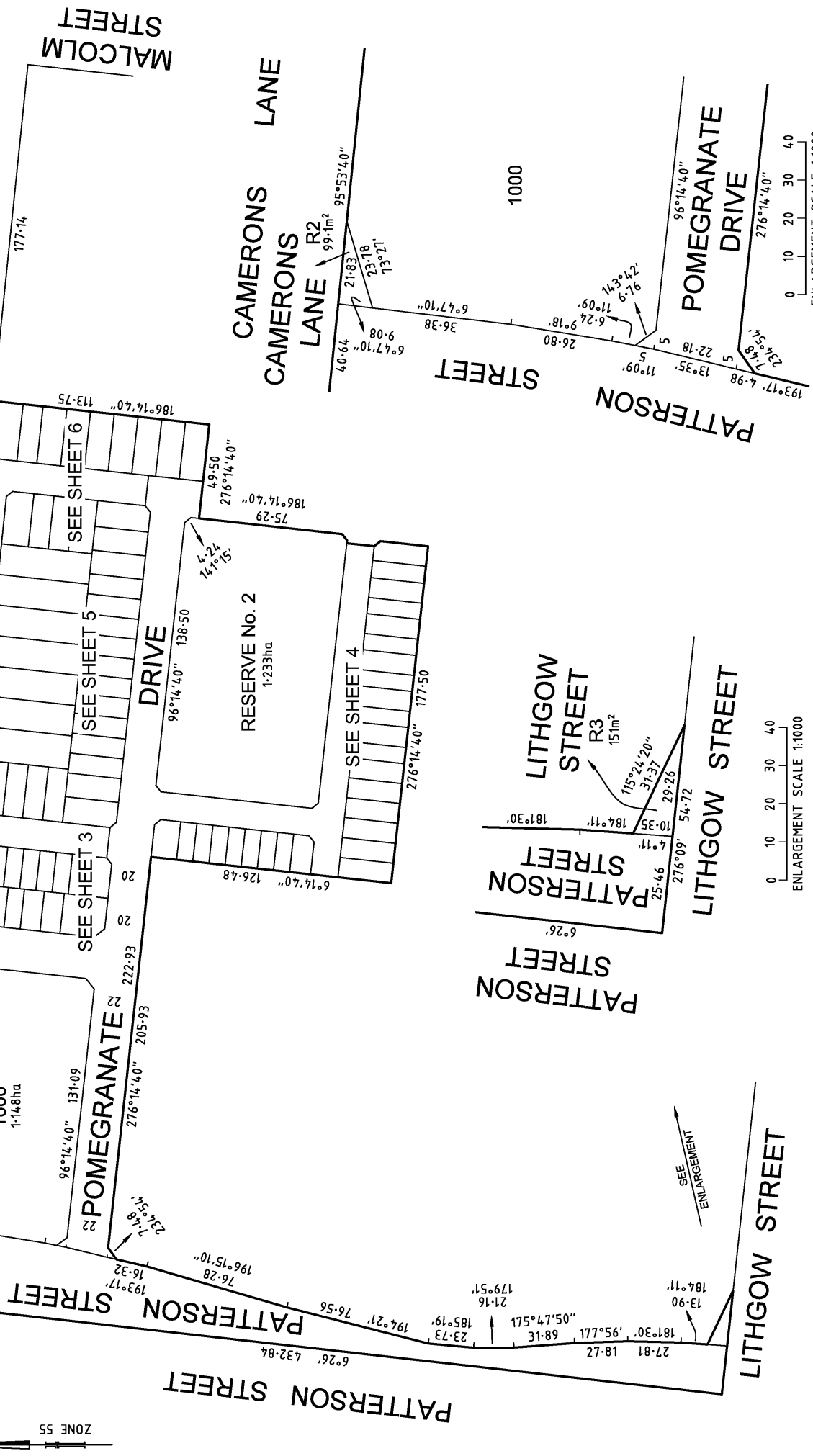
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<h1>PLAN OF SUBDIVISION</h1>		EDITION 2	<h1>PS841451Y</h1>	
Under Section 37 of the Subdivision Act 1988				
<b>LOCATION OF LAND</b> PARISH: MERRIANG TOWNSHIP: BEVERIDGE CROWN PORTION: - SECTION: 1 CROWN ALLOTMENTS: 1(PT), 14(PT), 15(PT) & 16(PT) SECTION: 2 CROWN ALLOTMENTS: 11(PT) TO 17(PT) (BOTH INCLUSIVE)  SECTION: 13 CROWN ALLOTMENTS: 2(PT), 20(PT) & 3 TO 19 (BOTH INCLUSIVE)  SECTION: 14 CROWN ALLOTMENTS: 1(PT) TO 5(PT), 7(PT), 13(PT) & 8 TO 15 (ALL INCLUSIVE)  SECTION: - CROWN ALLOTMENT: 2005(PT)  TITLE REFERENCE: Vol. 12283 Fol. 860 LAST PLAN REFERENCE: PS821579J (LOT C) POSTAL ADDRESS: 33 CAMERONS LANE (at time of subdivision) BEVERIDGE, 3753 MGA CO-ORDINATES: E: 319 720 ZONE: 55 (of approx centre of land in plan) N: 5 851 100 GDA94		COUNCIL NAME: MITCHELL SHIRE COUNCIL		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 100 (BOTH INCLUSIVE), 136 TO 200 (BOTH INCLUSIVE) AND 249 TO 999 (BOTH 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		
R1	MITCHELL SHIRE COUNCIL			
R2	MITCHELL SHIRE COUNCIL			
R3	MITCHELL SHIRE COUNCIL			
R4	MITCHELL SHIRE COUNCIL			
R5	MITCHELL SHIRE COUNCIL			
RESERVE No. 1	MITCHELL SHIRE COUNCIL			
RESERVE No. 2	MITCHELL SHIRE COUNCIL			
RESERVE No. 3	MITCHELL SHIRE COUNCIL			
RESERVE No. 4	MITCHELL SHIRE COUNCIL			
RESERVE No. 5	AUSNET ELECTRICITY SERVICES PTY LTD ABN: 91 064 651 118			
<b>NOTATIONS</b>				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is based on survey.  STAGING: This is a staged subdivision. Planning Permit No. PL305/19  This survey has been connected to permanent marks No(s).  In Proclaimed Survey Area No. <span style="float: right;">8.009 ha</span> <b>CENTRAL PARK ESTATE</b> <span style="float: right;"><b>84 LOTS</b></span>				
<b>EASEMENT INFORMATION</b>				
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	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER
 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		SURVEYORS FILE REF: 16061P		ORIGINAL SHEET SIZE: A3
		EVAN RHYS WEBSTER VERSION: 01		SHEET 1 OF 8
		THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN		

PS841451Y

CAMERONS LANE



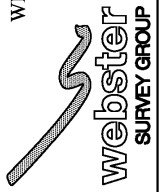
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ZONE 55

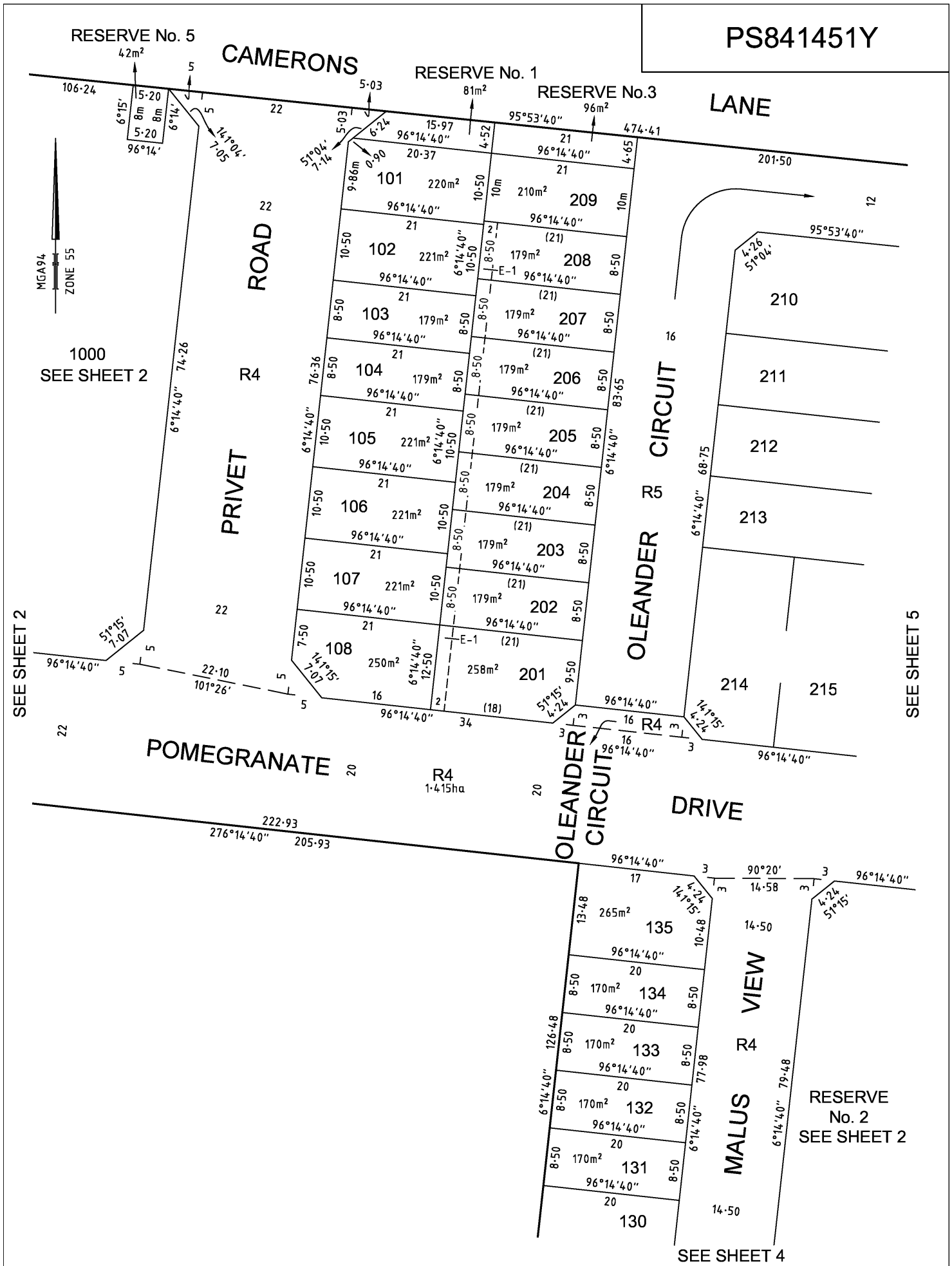
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			SURVEYORS REF: 16061P	SURVEYORS REF: 16061P

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 662 Main Road, Eltham 3095  
 P.O. Box 291, Eltham 3095  
 Telephone: (03) 9439 4222  
 Facsimile: (03) 9439 5288  
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SCALE  
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LENGTHS ARE IN METRES

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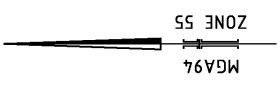
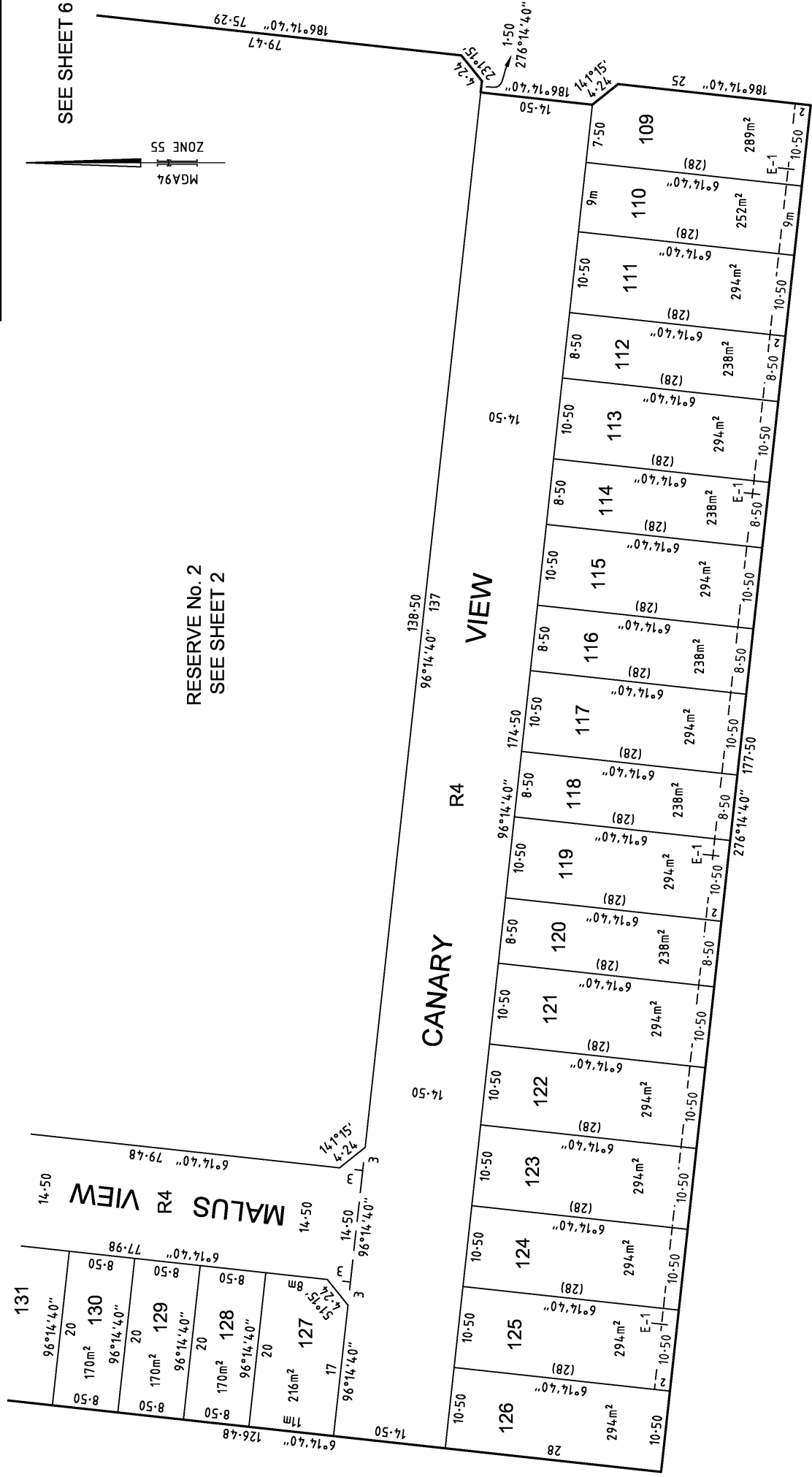
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SHEET 3  
 SURVEYORS REF: 16061P

SEE SHEET 4

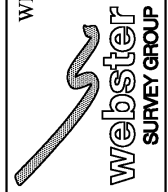
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SEE SHEET 3



RESERVE No. 2  
SEE SHEET 2

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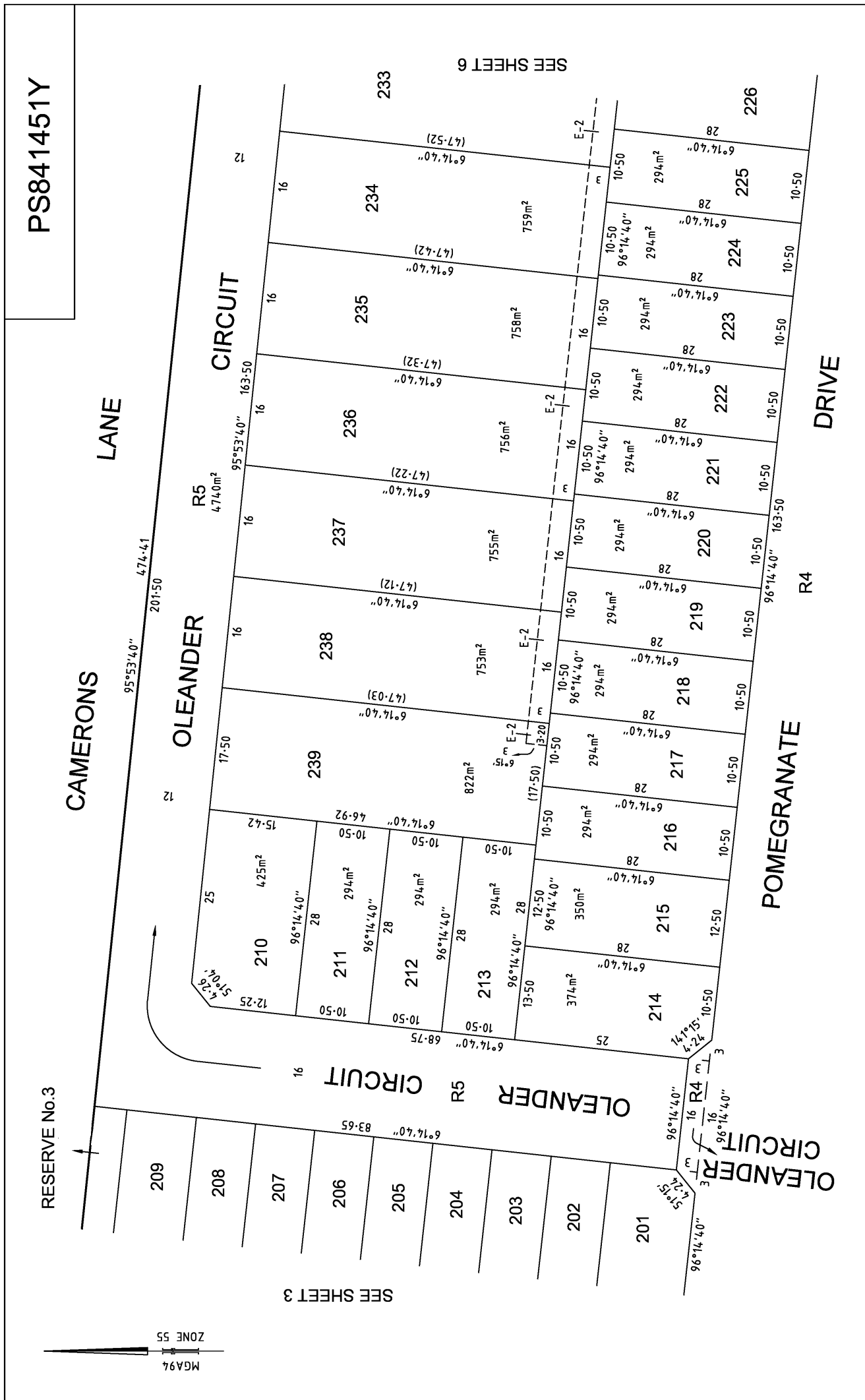
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SHEET 4  
SURVEYORS REF: 16061P

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PS841451Y



**RESERVE No.3**

**SCALE** 1:500

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LENGTHS ARE IN METRES

**ORIGINAL SHEET SIZE:** A3

**SHEET 5**

**SURVEYORS REF:** 16061P

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CAMERONS LANE

RESERVE No.4

OLEANDER CIRCUIT

OLEANDER CIRCUIT

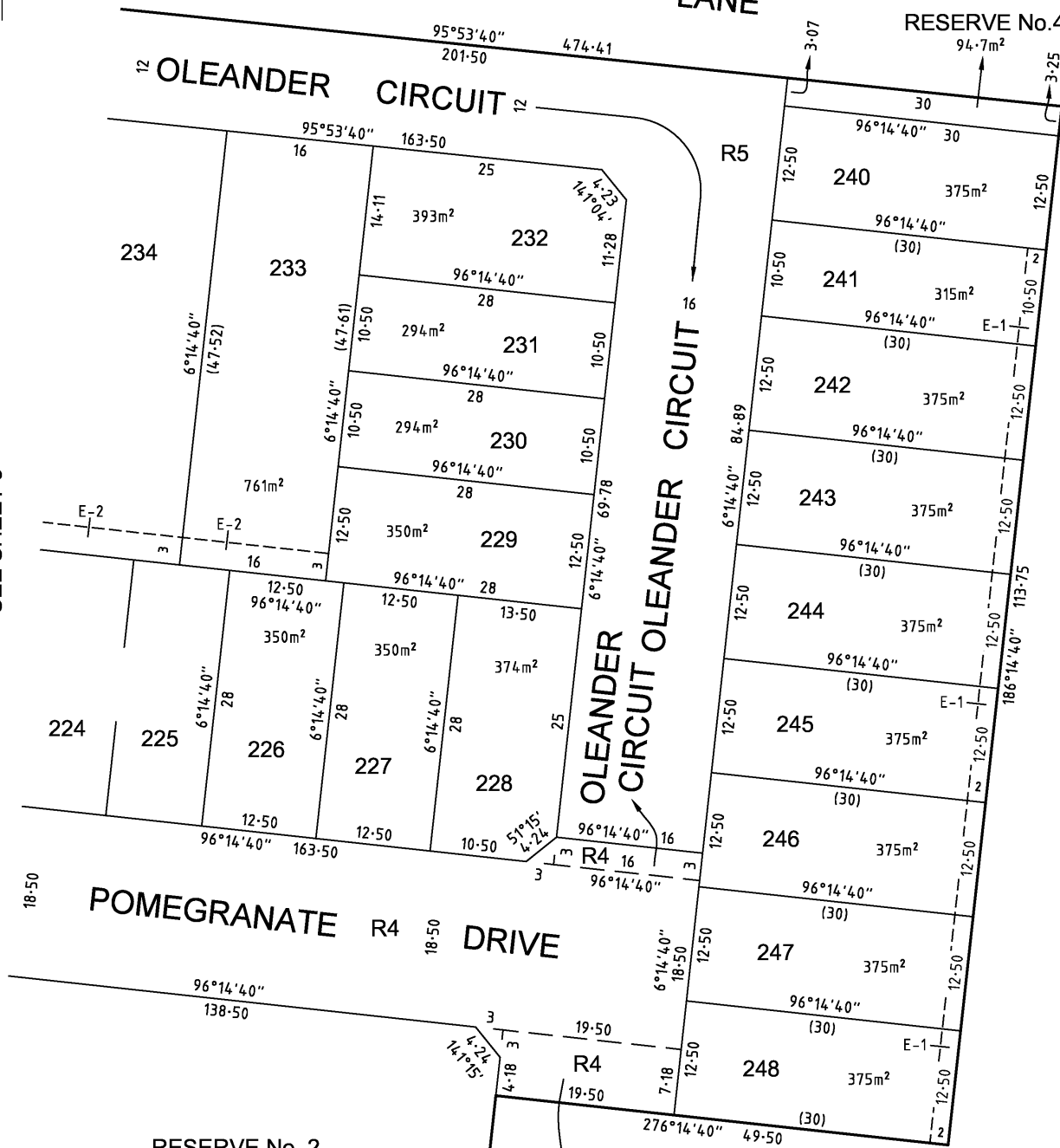
POMEGRANATE DRIVE

WATTLEBIRD STREET

SEE SHEET 5

RESERVE No. 2  
SEE SHEET 2

SEE SHEET 4



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SCALE 1:500  
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 LENGTHS ARE IN METRES

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 SHEET 6  
 SURVEYORS REF: 16061P

EVAN RHYS WEBSTER VERSION: 01

PS841451Y

**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. PLP305/19.

**Land to benefit:** All lots on this plan  
**Land to burden:** Lots 101 to 135 (all 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 benefitted 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
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105, 107
107	106, 108
108	107
109	110
110	109, 111
111	110, 112
112	111, 113
113	112, 114
114	113, 115
115	114, 116
116	115, 117
117	116, 118
118	117, 119

BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
119	118, 120
120	119, 121
121	120, 122
122	121, 123
123	122, 124
124	123, 125
125	124, 126
126	125
127	128
128	127, 129
129	128, 130
130	129, 131
131	130, 132
132	131, 133
133	132, 134
134	133, 135
135	134

**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.

PS841451Y

## 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. PLP305/19.

**Land to benefit:** All lots on this plan

**Land to burden:** Lots 201 to 248 (all 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 benefitted 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
201	202
202	201, 203
203	202, 204
204	203, 205
205	204, 206
206	205, 207
207	206, 208
208	207, 209
209	208
211	210, 212, 239
212	211, 213, 239
213	212, 214, 215, 216, 239

BURDENED LOTS SUBJECT TO 'TYPE A' OF THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
216	213, 215, 217, 239
217	216, 218, 238, 239
218	217, 219, 238
219	218, 220, 237, 238
220	219, 221, 236, 237
221	220, 222, 236
222	221, 223, 235, 236
223	222, 224, 234, 235
224	223, 225, 234
225	224, 226, 233, 234
230	229, 231, 233
231	230, 232, 233

### 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.





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Status	Registered	Dealing Number	AW051317U
Date and Time Lodged	09/09/2022 04:57:22 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC 8939554

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12283/860

### 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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## Electronic Instrument Statement

Refer Image Instrument

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

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### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant 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	09 SEPTEMBER 2022

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### File Notes:

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## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date / /

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

**Subject Land: Camerons Lane, Beveridge**

**Purpose of Agreement:** Works In Kind Agreement for Infrastructure Projects and identification of Milestones for Inner Public Purpose Land

**Mitchell Shire Council**

and

**P8 Beveridge Pty Ltd  
ACN 623 273 610**

## Contents

1.	Definitions.....	5
2.	Interpretation .....	9
3.	Purposes and reasons for Agreement.....	9
4.	Agreement required .....	10
5.	Payment of Infrastructure Contribution.....	10
6.	Infrastructure Projects as Works in kind.....	10
6.1	Provision of Transport Infrastructure Project .....	10
6.2	Provision of Community Infrastructure Project .....	10
6.3	Provision of Recreation Infrastructure Project .....	11
6.4	Time for completion of Infrastructure Projects.....	11
6.5	Project Control Group .....	11
6.6	Obligation to complete Infrastructure Projects once commenced .....	11
6.7	Agreed Infrastructure Project Value .....	11
7.	Design of Infrastructure Projects .....	12
7.2	Approval of Designs.....	12
8.	Construction of Infrastructure Projects.....	13
8.2	Standard of work.....	13
8.3	Completion of an Infrastructure Project .....	13
8.4	Access to other land .....	13
9.	Certificate of Practical Completion .....	14
9.1	Certificate of Practical Completion .....	14
9.2	Procedure for Certificate of Practical Completion .....	14
10.	Risk.....	14
10.1	Care of the Infrastructure Project .....	14
10.2	Insurance .....	15
10.3	Maintenance Period of Infrastructure Projects .....	15
10.4	Bank Guarantee.....	15
10.5	Recreation Infrastructure Project.....	15
11.	Inner Public Purpose Land .....	16
11.1	Timing of Provision of Inner Public Purpose Land .....	16
11.2	Method of Provision of Inner Public Purpose Land .....	16
11.3	Access to Inner Public Purpose Land.....	16
11.4	Environmental Assessment regarding Inner Public Purpose Land .....	16
11.5	Payment of Land Credit Amount .....	16
11.6	Reimbursement for Over Provision or Under Provision .....	16
12.	Localised Infrastructure .....	17
13.	Public Infrastructure Plan .....	17
14.	Further obligations of the Parties .....	17
14.1	Transaction costs.....	17
14.2	Notice and registration.....	17
14.3	Further actions.....	17
14.4	Council's costs to be paid .....	18
14.5	Interest for overdue money.....	18
15.	Agreement under section 173 of the Act.....	18



# Maddocks

<b>16.</b>	<b>Owner's warranties .....</b>	<b>18</b>
<b>17.</b>	<b>Successors in title .....</b>	<b>18</b>
<b>18.</b>	<b>General matters .....</b>	<b>19</b>
	18.1 Notices .....	19
	18.2 No waiver .....	19
	18.3 Severability .....	19
	18.4 No fettering of Council's powers .....	19
	18.5 Inspection of documents .....	19
	18.6 Governing law .....	19
	18.7 Mortgagee .....	19
<b>19.</b>	<b>GAIC .....</b>	<b>20</b>
<b>20.</b>	<b>Foreign resident capital gains withholding .....</b>	<b>20</b>
	20.1 Definitions .....	20
	20.2 Foreign resident status of Owner .....	20
	20.3 Excluded transaction .....	20
	20.4 Variation notice .....	21
	20.5 Withholding .....	21
	20.6 Council to remit withholding amount .....	22
	20.7 Consideration adjusted after withholding .....	22
	20.8 Owner to co-operate .....	22
	20.9 Owner's and Developer's warranty .....	23
	20.10 Indemnity .....	23
<b>21.</b>	<b>GST .....</b>	<b>23</b>
<b>22.</b>	<b>Commencement of Agreement .....</b>	<b>23</b>
<b>23.</b>	<b>Amendment of Agreement .....</b>	<b>23</b>
<b>24.</b>	<b>Ending of Agreement .....</b>	<b>23</b>
<b>25.</b>	<b>Electronic execution and Counterparts .....</b>	<b>24</b>
	25.1 Consent to electronic execution .....	24
	25.2 Electronic means .....	24
	25.3 Counterparts .....	24
<b>Schedule 1</b>	<b>Infrastructure Contributions Plan and Precinct Structure Plan .....</b>	<b>25</b>
<b>Schedule 2</b>	<b>Subject Land .....</b>	<b>26</b>
<b>Schedule 3</b>	<b>Planning Permit .....</b>	<b>27</b>
<b>Schedule 4</b>	<b>Maintenance Period .....</b>	<b>28</b>
<b>Schedule 5</b>	<b>GAIC .....</b>	<b>29</b>
<b>Schedule 6</b>	<b>Milestones .....</b>	<b>30</b>
<b>Schedule 7</b>	<b>Public Land - Land Credit Amount and Land Equalisation Amounts .....</b>	<b>32</b>
<b>Schedule 8</b>	<b>Transport Infrastructure Projects .....</b>	<b>33</b>
<b>Schedule 9</b>	<b>Community Infrastructure Projects .....</b>	<b>34</b>
<b>Schedule 10</b>	<b>Recreation Infrastructure Projects .....</b>	<b>35</b>

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

Dated / 5/9/2022 /

---

### Parties

Name	<b>Mitchell Shire Council</b>
Address	Municipal Offices, Broadford
Short name	<b>Council</b>
Name	<b>P8 Beveridge Pty Ltd</b>
	<b>ACN 623 273 610</b>
Address	c / - Partners Wealth Group, Level 13, 636 St Kilda Road, Melbourne
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Infrastructure Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority because an agreement under section 173 of the Act must include the responsible authority but primarily enters into this Agreement in its capacity as both the Collecting Agency and the Development Agency to make provision for the matters generally described in clause 3.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Subject Land comprises of land previously contained in 40 certificates of titles. The land contained in these 40 certificates of titles are identified and recognised in the Infrastructure Contributions Plan as 108 separate parcels of land. The 108 separate parcels of land were subsequently amalgamated and subdivided to create 3 new separate parcels contained in, 3 newly created (and current) certificates of title. The land contained in each newly created and current certificate of title is properly described as Lots A, B and C on plan of subdivision 821579J.
- F. Land described as Lot C on plan of subdivision 821579J is contained in certificate of title volume 12283 folio 860, the Subject Land to this Agreement.
- G. The Subject Land is affected by an agreement under section 173 of the Act in dealing number AT805202P (**Existing Agreement**). The Existing Agreement was registered on the certificate of title to the Subject Land on 26 November 2020.



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- H. The Infrastructure Contributions Plan applies to the Subject Land. It specifies the monetary and land contributions required to be made to provide infrastructure necessary as a result of development of the area for urban purposes.
- I. Section 46GV(4) of the Act requires the Owner to provide the Inner Public Purpose Land to Council in its capacity as Development Agency. Pursuant to section 46GV(6) Council in its capacity and the Owner have agreed on milestones for the provision of the Inner Public Purpose Land to Council.
- J. The Owner has asked Council for permission to provide each Infrastructure Project.
- K. Council has also agreed to enter into this Agreement for the purpose of implementing the requirements of the Existing Agreement as it relates to the Subject Land.
- L. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

### The Parties agree:

---

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

**Actual Construction Cost** means the actual cost of the delivery of the Transport Infrastructure Project as incurred by the Owner and includes all project design and engineering fees.

**Agreed Infrastructure Project Value** means the amount specified in Schedule 8, Schedule 9 or, Schedule 10 as the case may be.

**Agreed Land Credit Amount** means the Agreed Land Credit Amount set out in Schedule 7. The Agreed Land Credit Amount is subject to change in the same way and at the same time that the Land Credit Amount is varied and or recalculated by the Infrastructure Contribution Plan.

**Agreed Land Equalisation Amount** means the Agreed Land Equalisation Amount set out in Schedule 7. The Agreed Land Equalisation Amount is subject to change in the same way and at the same time that the Land Equalisation Amount is varied and or recalculated by the Infrastructure Contribution Plan.

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

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 7 of this Agreement.

**Bank Guarantee** means a bank guarantee or other form of security to the satisfaction of Council.

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





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**Existing Agreement** means the agreement under section 173 of the Act in dealing number AT805202P registered on the certificate of title to the Subject Land on 26 November 2020.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

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

**Indexation** means an annual adjustment to an amount, applied as of 1<sup>st</sup> of July each year, using:

- (a) the indexation method set out in the Ministerial Direction; or
- (b) CPI,

as specified.

**Infrastructure Contribution means:**

- (a) the Land Equalisation Amount (if any);
- (b) the Monetary Component.

**Infrastructure Contributions Plan or ICP** means the Infrastructure Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC whether it has been triggered or not, upon the happening of a GAIC event as defined or described in the Act and whether before, at or after the vesting or transfer of the land in or to Council.

**Infrastructure Project** means a Community Infrastructure Project, a Transport Infrastructure Project or a Recreation Infrastructure Project as the case may be.

**Land Budget Property Number** means the property number for the Subject Land as set out in the Infrastructure Contributions Plan.

**Land Component** has the meaning given by section 46GE of the Act.

**Land Credit Amount** has the meaning given by section 46GA of the Act.

**Land Equalisation Amount** has the meaning given by section 46GA of the Act.

**Inner Public Purpose Land** has the meaning given by section 46GA of the Act and in this Agreement more specifically means the various land parcels or areas which are described in Schedule 6.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Infrastructure Contribution Plan.

**Lot** means a lot on the Endorsed Plan.

**Maintenance Period** means the period specified in Schedule 4 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.



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**Ministerial Direction** means the Ministerial Direction on the Preparation and Content of Infrastructure Contributions Plans made on 1 July 2018.

**Monetary Component** has the meaning given by section 46GD of the 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 Subject Land or any part of it.

**Over Provision** means the amount by which the revised Land Credit Amount under clause 11.6 to which the Owner is entitled in accordance with this Agreement exceeds the Land Credit Component of the infrastructure contribution in respect of the Subject Land.

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

**Party or Parties** means the parties to this Agreement.

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

**Planning Permit** means the planning permit referred to in Schedule 3, as amended from time to time.

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

**Precinct Structure Plan** means the precinct structure plan specified in Schedule 1.

**Project Control Group** means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.5.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 6, Schedule 8, Schedule 9 or Schedule 10 as the case may be.

**Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.

**Recreation Infrastructure Project** means an Infrastructure Project identified in Schedule 10.

**Schedule** means a schedule to this Agreement.

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

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

**Subject Land** means all of the land described in Schedule 2 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.

**Transport Infrastructure Project** means an Infrastructure Project identified in Schedule 8.

**Under Provision** means the amount by which the revised Land Credit Amount under clause 11.6 to which the Owner is entitled in accordance with this Agreement does not exceed the Land Credit Component of the infrastructure contribution in respect of the Subject Land.

---

## **2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 a reference to a gender includes all genders;
- 2.1.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.1.4 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;
- 2.1.5 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;
- 2.1.6 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;
- 2.1.7 the Background forms part of this Agreement;
- 2.1.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.1.9 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
- 2.1.10 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 and reasons for Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land by:

- 3.1.1 recording the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.1.2 identifying milestones for the provision of Inner Public Purpose Land; and
- 3.1.3 identifying obligations which seek to implement the requirements of the Existing Agreement as they relate to 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. Payment of Infrastructure Contribution**

The Parties agree that:

- 5.1.1 subject to this Agreement, the Owner is required to pay the Infrastructure Contribution in cash on a stage by stage basis; but
- 5.1.2 the Owner is not required to pay the Monetary Component of the Infrastructure Contribution in cash on a stage-by-stage basis if there is a Credit available to the Owner; and
- 5.1.3 any component of the Monetary Component of the Infrastructure Contribution which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Monetary Component of the Infrastructure Contribution arises or at such other time as is specified in this Agreement.

---

#### **6. Infrastructure Projects as Works in kind**

##### **6.1 Provision of Transport Infrastructure Project**

The Owner must provide each Transport Infrastructure Project in accordance with the provisions set out in Schedule 8 and:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.1.3 in accordance with any Construction Program approved by Council; and
- 6.1.4 otherwise to the satisfaction of Council.

##### **6.2 Provision of Community Infrastructure Project**

The Owner must provide each Community Infrastructure Project in accordance with the provisions set out in Schedule 9 and:

- 6.2.1 in accordance with the Approved Plans;
- 6.2.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.2.3 in accordance with any Construction Program approved by Council; and
- 6.2.4 otherwise to the satisfaction of Council.



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### **6.3 Provision of Recreation Infrastructure Project**

The Owner must provide each Recreation Infrastructure Project in accordance with the provisions set out in Schedule 10 and:

- 6.3.1 in accordance with the Approved Plans;
- 6.3.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.3.3 in accordance with any Construction Program approved by Council; and
- 6.3.4 otherwise to the satisfaction of Council.

### **6.4 Time for completion of Infrastructure Projects**

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council agrees in writing, Council may:

- 6.4.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or

### **6.5 Project Control Group**

The Parties agree that prior to the commencement of any works associated with the provision of an Infrastructure Project, a Project Control Group must:

- 6.5.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.5.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.5.3 be chaired by a representative of Council; and
- 6.5.4 hold meetings at intervals to the satisfaction of Council.

### **6.6 Obligation to complete Infrastructure Projects once commenced**

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

### **6.7 Agreed Infrastructure Project Value**

The Parties agree that:

- 6.7.1 the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation up to the Provision Trigger for that Infrastructure Project; and
- 6.7.2 where only part of a Transport Infrastructure Project is provided and, with the express written agreement of Council in its capacity as Collecting Agency, Council

allows the Owner to construct a greater length of the transport infrastructure which comprises the Transport Infrastructure Project, the Owner will be entitled to a higher Agreed Infrastructure Project Value calculated as determined by Council based on a pro rata basis taking into account the additional length of the Transport Infrastructure Project which is provided.

---

## 7. Design of Infrastructure Projects

The Owner agrees that:

- 7.1.1 the Owner must in accordance with any other provision of this Agreement, at its cost, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval in accordance with clause 7.2;
- 7.1.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 7.2;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Project; and
- 7.1.4 prior to awarding any contract for an Infrastructure Project, the Owner must submit to Council for approval:
  - (a) a copy of the terms and conditions of the proposed contract; and
  - (b) a copy of the proposed Construction Program.

## 7.2 Approval of Designs

The Owner must:

- 7.2.1 upon finalisation of the concept design for each Infrastructure Project; and
- 7.2.2 upon finalisation of the detailed design for each Infrastructure Project, prepare and submit to Council for approval the plans and specifications for the construction of each Infrastructure Project.
- 7.2.3 The Owner must ensure that the plans and specifications for the construction of any Infrastructure Project are prepared with all reasonable due care and skill so that, if the works are constructed strictly in accordance with the plans and specifications, any Infrastructure Project will be fit for its intended purpose.
- 7.2.4 Within 20 Business Days of submission under clauses 7.2.1 and 7.2.2 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner, and if approved those plans will be the Approved Plans.
- 7.2.5 If Council provides any comments on the plans and specifications under clause 7.2.4, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.
- 7.2.6 The process set out in clause 7.2.4 and clause 7.2.5 will apply until such time as the plans and specifications are approved by Council.

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## 8. Construction of Infrastructure Projects

The Owner agrees that in providing the Infrastructure Projects:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the provision of the Infrastructure Project; and
- 8.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

### 8.2 Standard of work

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

- 8.2.1 accord with the Approved Plans;
- 8.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 8.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 8.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 8.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council (such agreement not to be unreasonably withheld, delayed or conditioned) in its capacity as development agency.

### 8.3 Completion of an Infrastructure Project

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

### 8.4 Access to other land

- 8.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any rectification of Defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
  - (a) consent of the owner of land to access such land; and
  - (b) satisfied any condition of such consent.
- 8.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose.
- 8.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

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## **9. Certificate of Practical Completion**

### **9.1 Certificate of Practical Completion**

- 9.1.1 Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council, has been completed to the satisfaction of Council in accordance with this Agreement.
- 9.1.2 In making any determination as to an Infrastructure Project has achieved Practical Completion, Council may seek technical advice from a third party.

### **9.2 Procedure for Certificate of Practical Completion**

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 9.2.2 within 10 Business Days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied (acting reasonably) with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project.
- 9.2.5 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 Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

---

## **10. Risk**

### **10.1 Care of the Infrastructure Project**

Until a Certification of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project will vest in the Owner.

## 10.2 Insurance

The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances to Council upon request.

## 10.3 Maintenance Period of Infrastructure Projects

10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.

10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project.

10.3.3 Council will be responsible for all Defects and ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.

## 10.4 Bank Guarantee

The Owner agrees that:

10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee (Maintenance Bond of 5%) in respect of that Infrastructure Project;

10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project during the Maintenance Period, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

## 10.5 Recreation Infrastructure Project

The Parties agree that:

10.5.1 prior to commencing the provision of the Recreation Infrastructure Project pursuant to clause 6.3 of this Agreement, the Owner must provide Council with a construction bond of 150% in respect of that Recreation Infrastructure Project;

10.5.2 to satisfy the Owner's obligation under clause 10.5.1 of this Agreement, Council will withhold the amount of \$1,701,208.88 which would otherwise comprise part of the Land Credit Amount (**Funds**);

10.5.3 if the Owner fails to complete the Recreation Infrastructure Project to Council's satisfaction(acting reasonably) in accordance with this Agreement:

- (a) Council may at its absolute discretion have recourse to the Funds for the purposes of completing the Recreation Infrastructure Project to the satisfaction of Council; and

- (b) the Owner would not be entitled to the Land Credit Amount in respect of that Recreation Infrastructure Project.

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## **11. Inner Public Purpose Land**

### **11.1 Timing of Provision of Inner Public Purpose Land**

The Parties agree that each parcel of Inner Public Purpose Land will be provided to Council at or before the Provision Triggers set out in Schedule 6.

### **11.2 Method of Provision of Inner Public Purpose Land**

The Owner agree that each parcel of Inner Public Purpose Land will be provided to Council in accordance with section 46GV(5) of the Act and for the purposes of section 46GV (6) the plan referred to in section 46GV(5) must be lodged for registration under section 22 of the *Subdivision Act 1988* within the time specified as the Provision Trigger in Schedule 6 to this Agreement.

### **11.3 Access to Inner Public Purpose Land**

Where under the Infrastructure Contributions Plan an Owner is required to provide any Inner Public Purposes Land to Council or any other authority, the Owner must provide reasonable access to that land, at no cost, to Council or any other relevant authority for the purpose of undertaking any surveys, testing, sampling or any other assessment that is reasonably related to the provision of infrastructure for which the Inner Public Purpose Land is intended.

### **11.4 Environmental Assessment regarding Inner Public Purpose Land**

The Owner covenants and agrees that prior to providing the Inner Public Purposes Land to or in Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Inner Public Purposes Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

### **11.5 Payment of Land Credit Amount**

The Owner agrees that where under the Infrastructure Contributions Plan an Owner is entitled to a Land Credit Amount in respect of a land parcel as specified in the Infrastructure Contributions Plan and that land parcel forms part of the Subject Land under this Agreement, the Land Credit Amount will be paid to the Owner in accordance with Schedule 7 of this Agreement.

### **11.6 Reimbursement for Over Provision or Under Provision**

The Parties covenant and agree that:

- 11.6.1 the Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change until they are paid, in the same way and at the same time that the Land Credit Amount and the Land Equalisation Amount are varied and or recalculated by the Infrastructure Contribution Plan;
- 11.6.2 if there is an Over Provision, the Owner must reimburse Council for the Over Provision by way of a monetary payment to Council within a timeframe agreed in writing between the Parties;

- 11.6.3 if there is an Under Provision, Council must reimburse the Owner for the Under Provision by way of a monetary payment to the Owner within a timeframe agreed in writing between the Parties;
- 11.6.4 the 'timeframe agreed in writing between the parties' referred to above must be in place prior to the Statement of Compliance for the final stage of the subdivision of the Subject Land.

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## **12. Localised Infrastructure**

The Parties acknowledge that:

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

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## **13. Public Infrastructure Plan**

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement the Public Infrastructure Plan.

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## **14. Further obligations of the Parties**

### **14.1 Transaction costs**

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

### **14.2 Notice and registration**

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

### **14.3 Further actions**

The Owner:

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

#### 14.4 Council's costs to be paid

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

- 14.4.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 14.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 14.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

#### 14.5 Interest for overdue money

The Owner agrees that:

- 14.5.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date; and
- 14.5.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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#### 15. 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.

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#### 16. Owner's warranties

- 16.1 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.
- 16.2 The Owner warrants that:
  - 16.2.1 the Inner Public Purpose Land is free of contamination of any kind which would make the Inner Public Purpose Land unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
  - 16.2.2 the Inner Public Purpose Land is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

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#### 17. Successors in title

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

- 17.1.1 give effect to this Agreement; and



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

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**18. General matters**

**18.1 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:

18.1.1 personally on the other Party;

18.1.2 by leaving it at the other Party's Current Address;

18.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

18.1.4 by email to the other Party's Current Email.

**18.2 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.

**18.3 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.

**18.4 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.

**18.5 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 Council reasonable notice.

**18.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

**18.7 Mortgagee**

The Mortgagee by its consent to this Agreement acknowledges and agrees that if it ever becomes Mortgagee-in-possession of the Subject Land it will be bound by the provisions of this Agreement.

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## 19. GAIC

- 19.1 The Owner acknowledges and agrees that apart from the Inner Public Purpose Land specified in Schedule 5, all Inner Public Purpose Land provided to Council must have the Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not, the Owner remains liable to Council for any GAIC liability subsequently incurred by Council as a result of its development.
- 19.2 The Parties agree that clause 19.1 survives the termination of this Agreement
- 19.3 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the Inner Public Purpose Land referred to in clause 19.1 from its Inherent GAIC Liability.

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## 20. Foreign resident capital gains withholding

### 20.1 Definitions

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

**12.5%** means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

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

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

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

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

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

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

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

### 20.2 Foreign resident status of Owner

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

### 20.3 Excluded transaction

- 20.3.1 Clause 20.5 does not apply if:



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

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

### 20.4 Variation notice

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

### 20.5 Withholding

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

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

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

(the **withholding amount**).

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

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

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

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

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

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

## 20.6 Council to remit withholding amount

### 20.6.1 Council agrees to:

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

## 20.7 Consideration adjusted after withholding

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

## 20.8 Owner to co-operate

### 20.8.1 The Owner must:

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

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



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## **20.9 Owner's and Developer's warranty**

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

## **20.10 Indemnity**

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

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## **21. GST**

21.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

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

21.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 21.4 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.

21.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 21.3.

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## **22. Commencement of Agreement**

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

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## **23. Amendment of Agreement**

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

23.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.

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

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## **24. Ending of Agreement**

24.1 This Agreement comes to an end within the meaning of section 177(1) of the Act:

24.1.1 in respect of all the Lots except for the Commercial Lot, upon the registration of the plan of subdivision creating the Commercial Lot;



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24.1.2 if the parties agree in writing to end the Agreement wholly or in part or as to any part of the Subject Land in accordance with section 177(2) of the Act, in accordance with that agreement; or

24.1.3 if a decision to end the Agreement is made under Part 9 Division 2 of the Act, in accordance with that decision,

whichever occurs first.

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

24.3 Council will not unreasonably withhold, delay or condition its consent to a written request made to remove a recording of this Agreement against any part of the Subject Land if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

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

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## 25. Electronic execution and Counterparts

### 25.1 Consent to electronic execution

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.

### 25.2 Electronic means

Each party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

### 25.3 Counterparts

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



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## **Schedule 1      Infrastructure Contributions Plan and Precinct Structure Plan**

**Beveridge Central Infrastructure Contributions Plan as incorporated in the Planning Scheme**

**Beveridge Central Precinct Structure Plan as incorporated in the Planning Scheme**

AWO51317U

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## Schedule 2      Subject Land

Address	Land (Volume and Folio)	Total Area (Ha)	Planning Permit Ref.
Camerons Lane, Beveridge	Volume 12283 Folio 860	8.009	PLP305/19,

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## Schedule 3 Planning Permit

Planning Permit PLP305/19.01 issued on 11 September 2020

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## Schedule 4 Maintenance Period

### Maintenance Period

Infrastructure Type	Maintenance Period
Soft Landscaping	As per Planning Permit
Streetscape Landscaping	24 months from issue date of Certificate of Practical Completion
Transport Infrastructure Project: IN-03 (Part) Construction on Patterson Street and Camerons Lane Intersection Construction of a 4-way Signalised Arterial Road Intersection	12 months (in addition to any maintenance period required by the relevant authority)
Recreation Infrastructure Project: LP-01 Local Park including both Hard & Soft Landscaping	24 months from issue date of Certificate of Practical Completion
Community Infrastructure Project	Not Applicable

AWO513



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## Schedule 5 GAIC

Table referred to in clause 19.1

Project Number/Description in ICP	Description of the Inner Public Purpose Land Space Land and intended public purpose	Size of the area involved
Not Applicable		

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## Schedule 6 Milestones

### Milestones for provision of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	Provision Trigger / time for provision of Inner Public Purpose Land
LP-01: Local Park comprising 1.23 Ha	Concurrently with Stage 1
IN-04: Patterson Street & Lithgow Street intersection	Concurrently with Stage 1
IN-03: Patterson Street & Camerons Lane intersection	Concurrently with Stage 1
RD-02: Patterson Street North-South Arterial Road	Concurrently with Stage 1

## Schedule 6A Reimbursement Payment

### Milestones for payment of Reimbursement Payment for an Infrastructure Project

Infrastructure Project	Milestone and Reimbursement payment for Agreed Infrastructure Project Value	Amount (\$FY2022)
IN-03 (Part) Construction on Patterson Street and Camerons Lane Intersection. Construction of a 4-way Signalised Arterial Road Intersection.	Council agrees to reimburse the Owner by making four payment instalments for the Agreed Infrastructure Value amounting to a total figure of \$1,990,379, payable at the following milestones:	
	1. 30% at the commencement of works authorised under the Planning Permit	597,113.7
	2. 35% at commencement of the construction of kerb and channel authorised under the Planning Permit	696,632.65
	3. 25% when Council issues a Certificate of Practical Completion 2. the Owner provides Council with all information associated with the asset data and as constructed information with respect to the Infrastructure Project in accordance with Council's standard cost approval process for Infrastructure Contribution Plan-funded Infrastructure Projects.	497,594.75
	4. 5% when the Owner provides Council with all information associated with the asset data	99,518.95



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Infrastructure Project	Milestone and Reimbursement payment for Agreed Infrastructure Project Value	Amount (\$FY2022)
	and as constructed information with respect to the Infrastructure Project in accordance with Council's standard cost approval process for Infrastructure Contribution Plan-funded Infrastructure Projects.	
	5. 5% at the end of the Maintenance Period, subject to final inspection and release of the Maintenance Period being granted in accordance with this Agreement.	99,518.95
	<b>TOTAL</b>	<b>1,990,379.00</b>

AWO 5137



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## Schedule 7 Public Land - Land Credit Amount and Land Equalisation Amounts

Agreed Land Credit Amount and Agreed Land Equalisation Amount in respect of Inner Public Purpose Land

Project Stage Number	Agreed Land Credit Amount (\$FY2022)	Agreed Land Equalisation Amount (\$FY2022)
Stage 1	5,098,045.96	939,800.64
Stage 2	3,378,949.56	-
<b>SUMMARY</b>	<b>\$ 8,476,995.52</b>	<b>\$939,800.64</b>

The Agreed Land Credit Amount is to be paid to the Owner on a proportional basis stage by stage with each payment being calculated having regard to the extent of the Subject Land in a given stage as compared to the total area of the Subject Land. The payment is to be made by Council and upon:

1. the issue of a Statement of Compliance for that stage;
2. the Owner satisfying its obligation under clause 11.4 (Environmental Assessment regarding Inner Public Purpose Land); and
3. if and when the Agreed Land Credit Amount and the Agreed Land Equalisation Amount are varied or recalculated by the Infrastructure Contribution Plan for the financial year of 2022/2023 and in accordance with clause 11.6 of this Agreement.

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change until they are paid, in the same way and at the same time that the Land Credit Amount and the Land Equalisation Amount are varied and or recalculated by the Infrastructure Contribution Plan.



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## Schedule 8 Transport Infrastructure Projects

ICP Project No.	Description of the Transport Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY2022)
IN-03 (Part)	Construction on Patterson Street and Camerons Lane Intersection Construction of a 4-way Signalised Arterial Road Intersection.	Upon issue date of Certificate of Practical Completion	The lesser of \$1,990,379 or Actual Construction Cost

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## Schedule 9 Community Infrastructure Projects

### Community Infrastructure Projects

ICP Project No.	Description of the Community Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY2022)
	Not Applicable		

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## Schedule 10 Recreation Infrastructure Projects

### Recreation Infrastructure Projects

ICP Project No.	Description of the Recreation Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value (\$FY2022)
	Not Applicable		

AWO51317U

## Signing Page

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

**SIGNED** for and on behalf of **MITCHELL SHIRE COUNCIL** by ..... Suzane Becker..... as **DIRECTOR ECONOMY GROWTH & INFRASTRUCTURE** and pursuant to an instrument of delegation dated 30th June 2020 which it is certified has not been revoked or varied in the presence of:

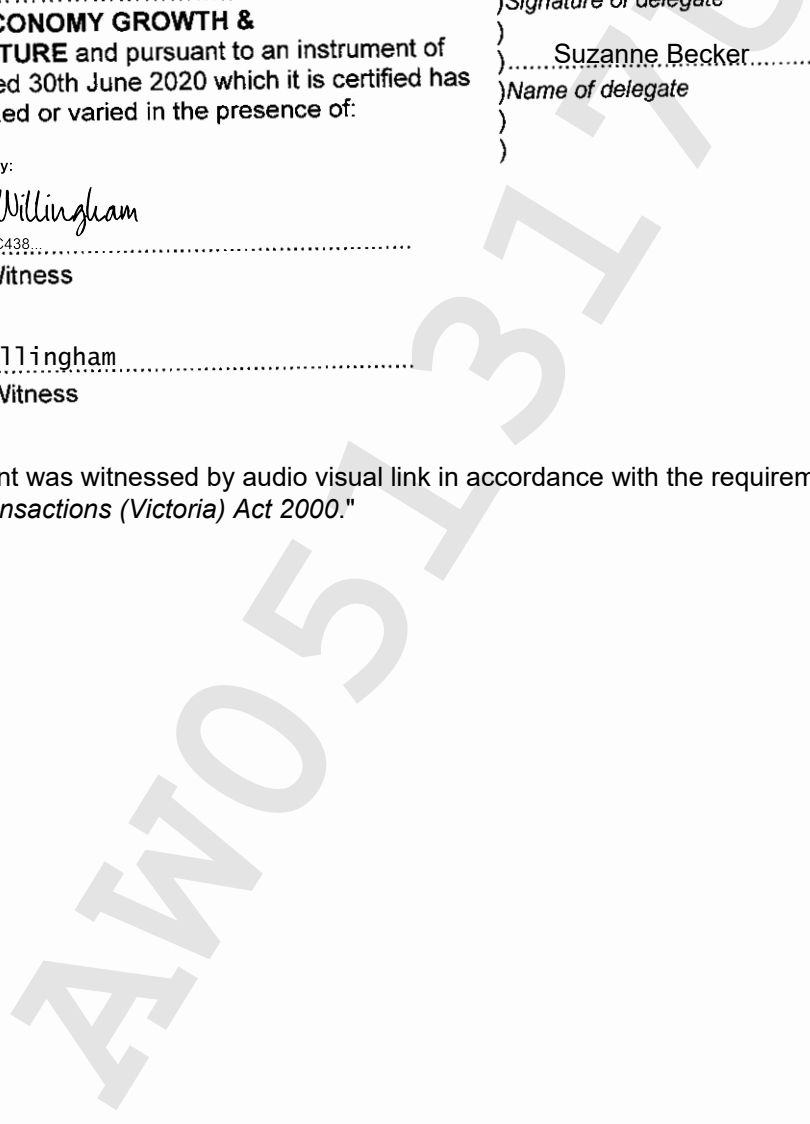
DocuSigned by:  
Suzane Becker  
531B073478194F1.....  
Signature of delegate  
Suzanne Becker.....  
Name of delegate

DocuSigned by:  
Rhonda Willingham  
7A582733591C438.....

Signature of Witness

Rhonda willingham.....  
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*."





Maddocks

Executed as a deed by P8 Beveridge Pty Ltd )  
ACN 623 273 610 in accordance with s 127(1) and s )  
127(3) of the Corporations Act 2001: )  
)

.....  
Signature of Director

Jason Giarrusso

.....  
Print full name

.....  
Signature of Director/Company Secretary


Mathew Cassidy

.....  
Print full name

AWO51317U

**Mortgagee's Consent**

Perpetual Corporate Trust Ltd as Mortgagee under instrument of mortgage no. AV056385H 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.

  
.....

Perpetual Corporate Trust Limited ACN 000 341 533  
by its Attorney under Power of Attorney dated  
18 September 2014 a certified copy of which is filed in  
the Permanent Order Book No. 277 Page 034 Item 3  
Who states that he/she has received no notice of  
revocation of the Power of Attorney.

Attorney Name: Trent Franklin  
Position: Senior Client Manager

Witness



Stavrula Frost  
Client Service Officer



# 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 09/12/2024 02:11:38 PM

Status	Registered	Dealing Number	AW123544J
Date and Time Lodged	03/10/2022 05:31:28 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 9101519

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12283/860

### 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	03 OCTOBER 2022

---

### File Notes:

NIL

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

Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AW123544J</b>
Number of Pages (excluding this cover sheet)	<b>17</b>
Document Assembled	<b>09/12/2024 14:11</b>

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

**MITCHELL SHIRE COUNCIL**

and

**P8 BEVERIDGE PTY LTD (ACN 623 273 610)**

**INTERIM PUBLIC VEHICLE ACCESS OVER ALLOTMENT AND ROAD RESERVATION**

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

---

**Property: 33 CAMERONS LANE, BEVERIDGE,  
VICTORIA 3753**

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AW123544J

**THIS AGREEMENT** is made the \_\_\_\_\_ day of 29/9/2022 2020

**PARTIES:**

**MITCHELL SHIRE COUNCIL** of 113 High Street, Broadford in the State of Victoria ("the Council") of the first part;

**AND,**

**P8 BEVERIDGE PTY LTD (ACN 623 273 610)** whose registered office is Level 13, 636 St Kilda Road, MELBOURNE in the said State ("the Owner") of the other part.

**RECITALS:**

- A.** The Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- B.** The Owner is the registered proprietor or is entitled to be registered as proprietor of the Land.
- C.** The Council issued a Planning Permit for the subdivision of land (of which the Land forms part) with reference PLP305/19.01 in accordance with the Endorsed Plans.
- D.** This Agreement has been entered into in order to:
  - (i) prohibit, restrict and regulate the use or development of the Land; and,
  - (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.
- F.** The Land is within the municipality of the Council and affected by the Scheme.
- G.** The Land is encumbered by mortgage number AV056385H in which Perpetual Corporate Trust Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- H.** Council and the Owner have agreed to enter into this Agreement that will require the Owner to maintain a sealed Interim Public Vehicle Access Track area upon lot C of the Plan of Subdivision and over a ROAD reservation primarily for use for access purposes by public vehicles including Council's waste collection vehicles.
- I.** Council agrees and acknowledges that the Interim Public Access Track has been constructed by the Owner as required by Recital H to the satisfaction of the Council.
- J.** The Owner has agreed that no dwelling or building will be constructed on the affected portion of Lot C whilst this Agreement is registered on the relevant Certificate of Title of the Land.

- K.** The Council agrees and acknowledges that the Owner has already entered into and agreed to be bound, by the Section 173 Agreement which is inclusive of the deferred works in respect to the Camerons Lane and Patterson Road intersection.
- L.** This Agreement may be removed from the Certificate of Title to the Land by the consent of the parties at the time when there is free passage of vehicles in and out of the Development from Patterson Road and the Interim Public Access Track is no longer required. The Development will need to include a road network that Council agrees to register on its Public Road Register which provides a suitable alternative for the access of public vehicles to the Development. The extension of the Patterson Road and Camerons Lane adjoining the Land will require any outstanding works or works deemed to be adversely affected by the Interim Public Vehicle Access Track to be completed or reinstated.
- M.** Prior to Council agreeing to remove the Agreement, a statement of compliance will be required to be issued for the development referenced in Recital L above.
- N.** The Owner has agreed to pay the reasonable costs for the preparation, execution and registration of this Agreement.
- O.** The parties acknowledge that this Agreement provides for:
- (a) matters intended to satisfy the agreement that has been reached by the Council and the Owner to provide an Interim Public Vehicle Access Track on lot C of the Plan of Subdivision and over a ROAD reservation;
  - (b) matters intended to achieve and advance the objectives of planning in Victoria; and
  - (c) matters intended to achieve and advance the objectives of planning in the Planning Scheme and is made pursuant to Section 173 of the Act.

## **THE PARTIES AGREE THAT:-**

### **1. DEFINITIONS**

In this Agreement:

- 1.1** "**Act**" means the *Planning and Environment Act 1987*.
- 1.2** "**Agreement**" means this Agreement, including the Schedule and Annexures and the recitals to this Agreement.
- 1.3** "**Business Day**" means Monday to Friday excluding public holidays in Victoria.
- 1.4** "**Certificate of Title**" means the certificate of title to the Land as specified and described in the Schedule.
- 1.5** "**Claim**" means any claim, objection, requisition, notice, demand, action, proceeding, litigation, investigation or judgement, whether based in contract, tort, statute or otherwise.

- 1.6 "Council"** means the Mitchell Shire Council and includes any of its successors or assigns.
- 1.7 "Development"** means the development of the Land in accordance with the Permit.
- 1.8 "Endorsed Plans"** means the plan or plans endorsed with the Stamp of Council from time to time forming part of the Planning Permit.
- 1.9 "Interim Public Vehicle Access Track"** means the interim public vehicle access track constructed on lot C of the Plan of Subdivision and over the ROAD reservation and which is shown in the design plan annexed to this Agreement at Annexure 1, for the access and manoeuvrability in a forward direction of Council's waste collection service vehicles and other public vehicles requiring to perform access to the Land from time to time.
- 1.10 "Land"** means the land within the Scheme as described in the Schedule.
- 1.11 "Lots"** means the Lots created by the Development and has the same meaning as in the *Subdivision Act 1988*.
- 1.12 "Maintenance Period"** has the meaning given to that term at Schedule 4 (Transport Infrastructure Period) of the Section 173 Agreement.
- 1.13 "Mortgagee"** means the person or persons registered (if any) or entitled from time to time to be registered (if any) by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.14 "Owner"** means the person or corporation 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.
- 1.15 "Planning Permit" or "Permit"** means Planning Permit PLP305/19.01 issued on 11 September 2020 in respect of the Land.
- 1.16 "Plan of Subdivision"** means PS821579J prepared by Webster Survey Group and available for inspection at Council's office.
- 1.17 "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 Public Vehicle Access Track for at least \$20 million (or such amount as Council may reasonably require) for any single accident, incident, event or Claim.
- 1.18 "Schedule"** means the Schedule forming part of this Agreement.
- 1.19 "Scheme"** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.20 "Transport Infrastructure Period"** has the meaning given to that term in the Section 173 Agreement.

## **2 INTERPRETAION**

- 2.1** The singular includes the plural and the plural includes the singular.
- 2.2** A reference to a gender includes a reference to each other gender.
- 2.3** The reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.4** If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5** A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6** The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

## **3 COMMENCMENT**

This Agreement came into force on the date it was made and set out above.

## **4 TERMINATION OF AGREEMENT**

### **4.1 Termination**

- 4.1.1** This Agreement will continue to be registered on the relevant Certificate of Title of the Land until it is agreed between the parties in writing that the Interim Public Vehicle Access Track is no longer required and this Agreement is removed from the Certificate of Title to the Land as required by clause 4.1.3.
- 4.1.2** For the purposes of clause 4.1.1 above, The Interim Public Vehicle Access Track will no longer be required when:-
  - 4.1.2.1** there is free passage of vehicles in and out of the development from Patterson Road and the Interim Public Vehicle Access Track is no longer required. The development will need to include a road network that Council agrees to register on its Public Road Register which provides a suitable alternative for the access of public vehicles.
  - 4.1.2.2** the development of the adjoining land to the Land includes a road network that facilitates an alternative means for the access of public vehicles; and,
  - 4.1.2.3** Council agrees to register the extended road network on its Public Road Register.
- 4.1.3** As soon as practicable after Council has agreed in writing that the Agreement is no longer required, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under Section 183(2) of the Act to remove this Agreement from the folio of

the Register to the Land.

## **5 OWNER'S COVENANTS**

### **5.1 No dwellings or buildings on Lot C of the Plan of Subdivision**

The Owner covenants with the Council that the Owner will not build, construct, erect or cause to be built, constructed or erected upon Lot C of the Plan of Subdivision any dwelling or building without receiving the prior written consent of Council.

### **5.2 Public Vehicles – Access Track**

The Owner covenants and agrees that it will:-

#### **5.2.1 Maintain the Interim Public Vehicle Access Track in accordance with clause 5.4 until the earlier occurrence of:**

**5.2.1.1** the expiration of the Maintenance Period; or ,

**5.2.1.2** the Interim Public Vehicle Access Track is no longer required (as determined by clause 4.1.2) and the Interim Public Vehicle Access Track is decommissioned and removed from the Land and ROAD with any works deemed to be adversely affected by the Interim Public Vehicle Access Track, are completed or reinstated.

**5.2.2** Install and maintain fencing or bollards around the outer perimeter of the Interim Public Vehicle Access Track to ensure that only appropriate personnel can access beyond the Interim Public Vehicle Access Track.

**5.2.3** Indemnify Council, the public and all of its waste collection service contractors against liability for any damage that may be caused to their equipment whilst traversing the Interim Public Vehicle Access Track.

**5.2.4** Maintain the Interim Public Vehicle Access Track and surrounding environs of lot C on the Plan of Subdivision and the ROAD reservation in good order and repair and to keep the Interim Public Vehicle Access Track clear of obstacles and obstructions at all times.

### **5.3 The Interim Public Vehicle Access Track – Understanding between the Parties**

Both parties believe, acknowledge and confirm that:-

**5.3.1** In relation to the Interim Public Vehicle Access Track, this Agreement does constitute an act of dedication to the public.

**5.3.2** The Interim Public Vehicle Access Track:-

**5.3.2.1** will not be a public highway at common law;

**5.3.2.2** will not be a road for the purposes of the *Road Management Act 2004* and therefore is not eligible for inclusion on the Public Road

Register;

**5.3.2.3** will be a road within the meaning of the *Road Safety Act 1986* and any Road Rules made under that Act; and

**5.3.2.4** will be a highway for the purposes of the *Transport Accident Act 1986*.

#### **Further Obligations on the Owner**

#### **5.4 Maintenance of the Interim Public Vehicle Access Track**

The Owner covenants and agrees that:

5.4.1 the Owner will maintain the Interim Public Vehicle Access Track and associated fencing, bollards and signage; and,

5.4.2 the Interim Public Vehicle Access Track and associated fencing, bollards and signage must not be modified or altered in any way, except with the prior written approval of Council.

#### **5.5 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 their 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.

#### **5.6 Further assurance**

The Owner agrees to do all that is necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

#### **5.7 Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's costs and expenses incurred and incidental to the preparation, execution and registration of this Agreement pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Council.

#### **5.8 Mortgagee to be bound**

The Owner agrees 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.

#### **5.9 Indemnity**

**5.9.1** The Owner agrees to indemnify and keep the Council, its officers,

employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which any of them may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from any non-compliance with this Agreement.

**5.9.2** For avoidance of doubt, the Owner at all times indemnifies and keeps 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 the Interim Public Vehicle Access Track on the Land for the purposes of constructing, maintaining, and removing the Interim Public Vehicle Access Track, or arising as a result of any wilful act, negligence or default on the part of the Owner in relation to the use of the Interim Public Vehicle Access Track.

#### **5.10 Public Liability Insurance**

The Owner 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 to an amount of \$20 million for any one event in a form acceptable to Council.

#### **5.11 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 specified the Owner's failure to comply with any provision of this Agreement, the Owner agrees:-

- 5.11.1** to allow the Council's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 5.11.2** to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance; and
- 5.11.3** to pay interest at the rate of 2% above the rate prescribed under Section 2 of the *Penalty Interest Rates Act 1983* on all monies which are due and payable but remain owing under this Agreement until they are paid in full.

And the Owner Agrees:

- 5.11.4** 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;
- 5.11.5** 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;
- 5.11.6** 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

**5.11.7** if the Owner executes a mortgage as required by clause 5.11.4, any breach of this Agreement is deemed to be a default under that mortgage.

#### **5.12 Council access**

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

#### **5.13 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.

#### **5.14 Owner's warranty**

**The Owner warrants and covenants that:**

**5.14.1** 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;

**5.14.2** 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 in this Agreement;

**5.14.3** 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

**5.14.4** 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.

## **6 GENERAL**

**6.1** 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.

**6.2 Time of the essence**

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

**6.3 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.

**6.4 Enforcement and severability**

**6.4.1** 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.

**6.4.2** 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.

**7 NOTICES**

**7.1 Service of notice**

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:-

**7.1.1** by delivering it personally to that party;

**7.1.2** by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

**7.1.3** by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**7.2 Time of service**

A notice or other communication is deemed served;

**7.2.1** If delivered, on the next following business day;

**7.2.2** If posted, on the expiration of two business days after the date of posting; or

**7.2.3** If sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

AW123544J

## 8 THE SCHEDULE

8.1 **Date of Agreement** 2022

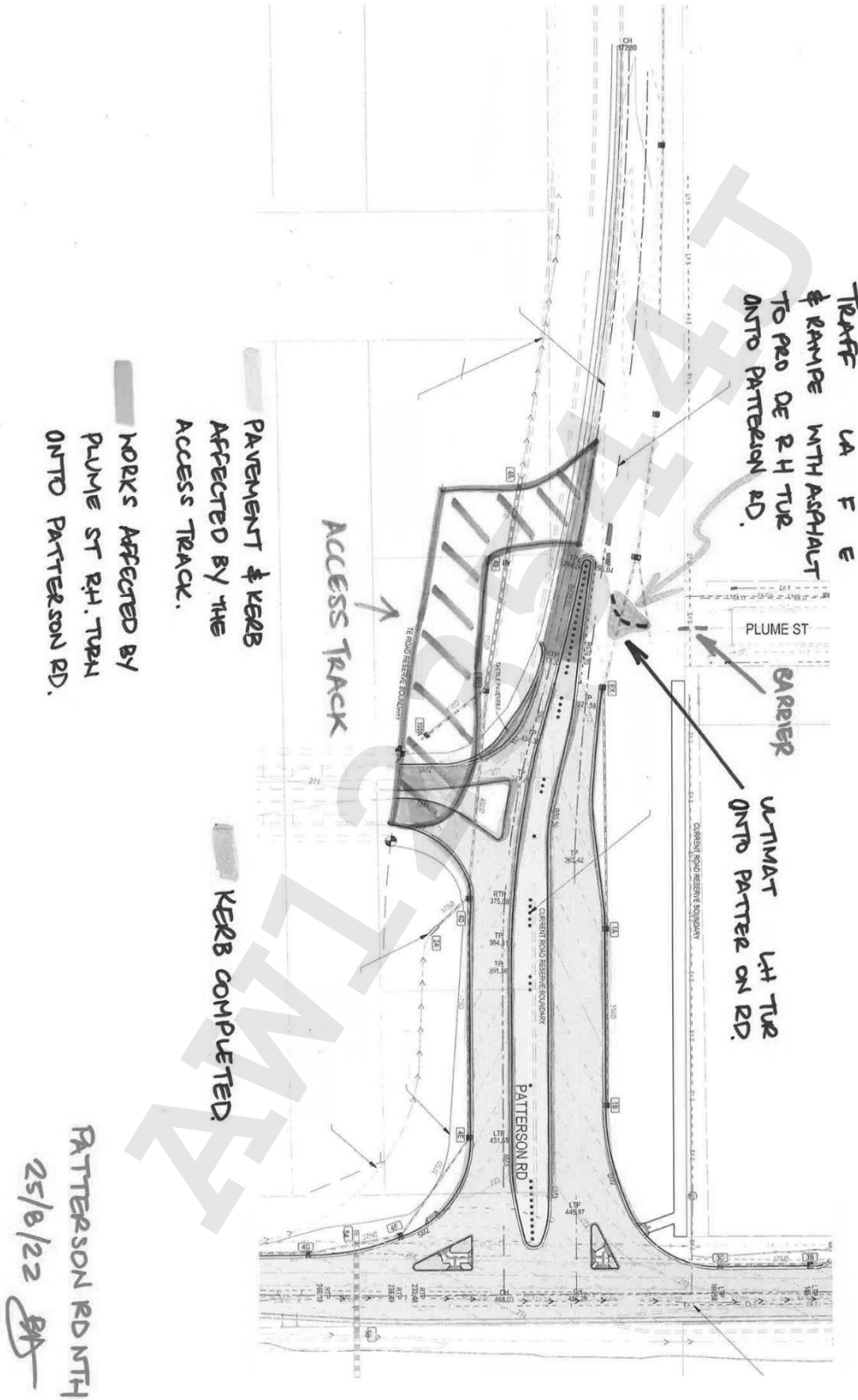
8.2 **The Owner:** **P8 BEVERIDGE PTY LTD (ACN 623 273 610)**

8.3 **The Land** 33 Camerons Lane, Beveridge, Victoria being the land in certificate of title volume 12283 folio 860 otherwise described as land in lot C on Plan of Subdivision 821579J.

8.4 **Purpose of this Agreement** This Agreement establishes an obligation on the Owner to install the constructed Interim Public Vehicle Access Track upon lot C of the Plan of Subdivision and the ROAD reservation to provide a means by which public vehicles can access the Land. The Agreement also provides that no dwellings or buildings can be built or erected on lot C of the Plan of Subdivision until such time as this Agreement has been removed from the Certificate of Title which can only occur after such time as Council consent that the Interim Public Vehicle Access Track is no longer required to facilitate the access of vehicles and the Interim Public Vehicle Access Track is decommissioned and removed from the Land and ROAD and any works deemed to be adversely affected by the Interim Public Vehicle Access Track, are completed and reinstated.


### Annexure 1

Design plan of Interim Public Vehicle Access Track at lot C on PS 821579J and Patterson Road reservation.



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

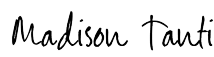
**SIGNED SEALED AND DELIVERED** by )  
the Delegate of the **MITCHELL SHIRE** )  
**COUNCIL** pursuant to an instrument of )  
delegation dated 16 October 2017 in the )  
presence of:

DocuSigned by:  
  
A7133303CF31493...

Signature of Delegate

Travis Conway Manager Strategic Planning & Economy

Name and Position of Delegate

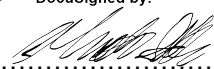
DocuSigned by:  
  
E14421145FFC458...

Signature of Witness

Madison Tanti Full Name of Witness

61 High Street Wallan Usual Address

**EXECUTED** by **P8 Beveridge Pty Ltd (ACN 623 273 610)** in accordance with section 127 (2) of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
9F762E97F9D44B1...


Director

MATTHEW BERNARD SELLECK

Full Name

Address 3703-90 Lorimer St Docklands

Usual Address

DocuSigned by:  
  
85324A7DA260495...

Director/Secretary

MATHEW NOLAN CASSIDY

Full Name

503/430 St Kilda Road Melbourne

Usual Address

### Mortgagee's Consent

Perpetual Corporate Trust Ltd as Mortgagee under instrument of mortgage no. AV056385H 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.



.....  
Perpetual Corporate Trust Limited ACN 000 341 533  
by its Attorney under Power of Attorney dated  
18 September 2014 a certified copy of which is filed in  
the Permanent Order Book No. 277 Page 034 Item 3  
Who states that he/she has received no notice of  
revocation of the Power of Attorney.

Attorney Name: Trent Franklin  
Position: Senior Client Manager

Witness



Rachael Bollard  
Client Service Officer

AWI 23544J

DATED 29/9/2022 2022

**MITCHELL SHIRE COUNCIL**

-AND-

**P8 BEVERIDGE PTY LTD (ACN 623 273 610)**

**SECTION 173 AGREEMENT**  
**INTERIM PUBLIC VEHICLE ACCESS OVER**  
**ALLOTMENTS AND ROAD RESERVATION**  
**33 Camerons Lane BEVERIDGE, VICTORIA**

AW123545



# Department of Environment, Land, Water & Planning

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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 09/12/2024 02:11:38 PM

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
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### Privacy Collection Statement

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### 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



# 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.



# Imaged Document Cover Sheet

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Document Identification	<b>AT805202P</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>09/12/2024 14:11</b>

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**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

---

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  
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref ADC 120940-02001

An international member of

**AllyLaw**

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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:*



## 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.

- (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:

- (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

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 referable 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;

- 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.

## **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.

## 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.

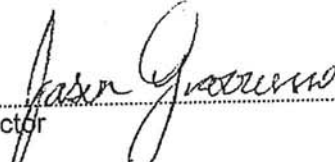
## 7 INTERPRETATION

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;



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 Sellock  
Full Name

3703-90 Lorimer St  
Usual Address

Docklands 3008

20 11/20

AT8052


**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: 19<sup>th</sup> November 2020

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



**Brae Sokolski**



**William McWilliams**

AT805202P

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	\$ -
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	\$ -
				23,242	100.00%	\$ 7,257,609.15		258,083	100.00%	\$ 3,564,028.85	

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1094783

## APPLICANT'S NAME & ADDRESS

LOCK CONVEYANCING GROUP C/- LANDATA  
MELBOURNE

## VENDOR

POLITI, ADRIANA

## PURCHASER

NA, NA

## REFERENCE

cn politi

This certificate is issued for:

LOT 204 PLAN PS841451 ALSO KNOWN AS 7 OLEANDER CIRCUIT 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/>

09 December 2024

**Sonya Kilkeny**  
Minister for Planning

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

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

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

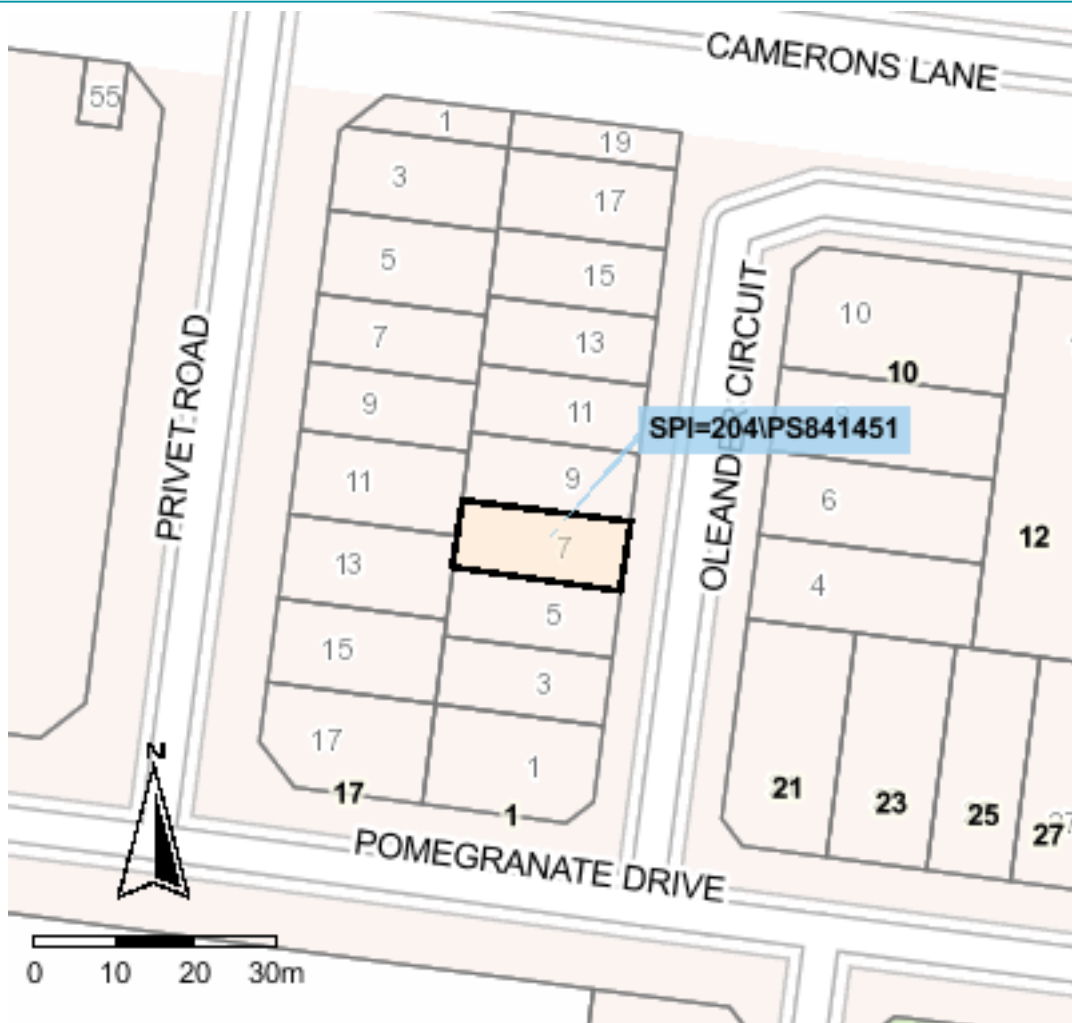
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### 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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 December 2024 03:44 PM

## PROPERTY DETAILS

Address: **7 OLEANDER CIRCUIT BEVERIDGE 3753**  
 Lot and Plan Number: **Lot 204 PS841451**  
 Standard Parcel Identifier (SPI): **204\PS841451**  
 Local Government Area (Council): **MITCHELL**  
 Council Property Number: **128819**  
 Planning Scheme: **Mitchell**  
 Directory Reference: **Melway 667 G10**

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

[Planning Scheme - Mitchell](#)

## 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

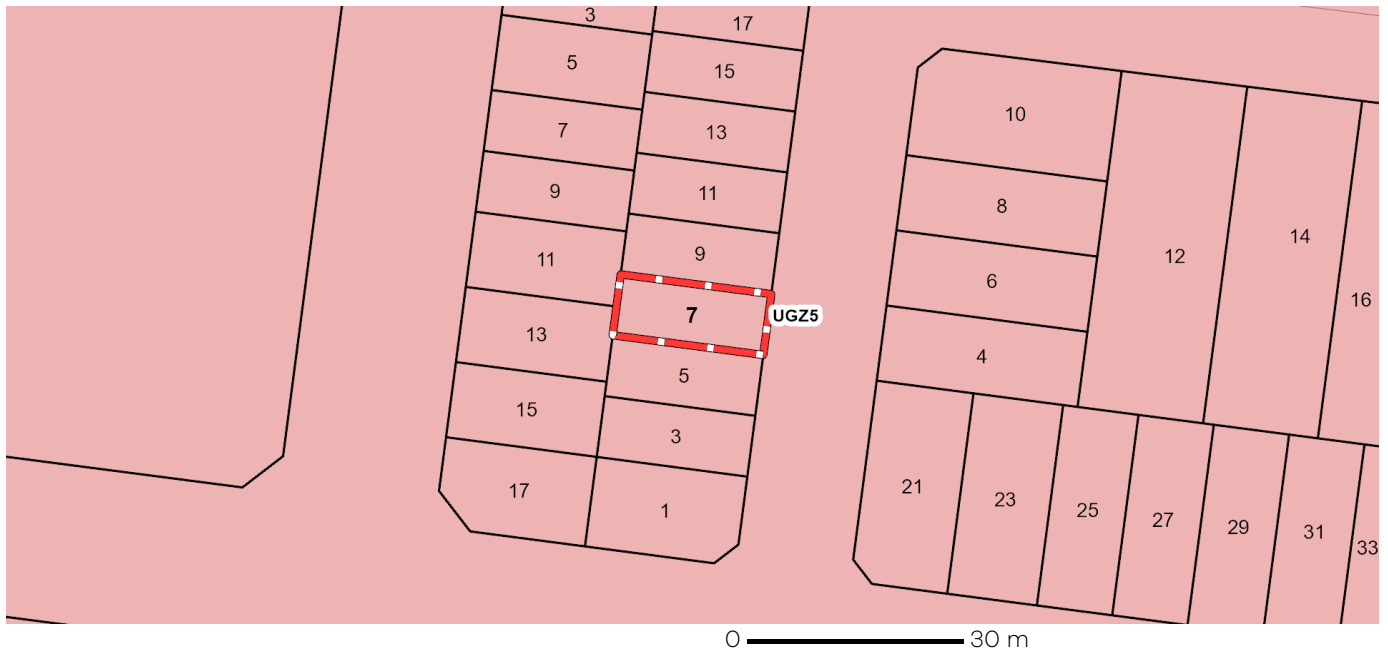
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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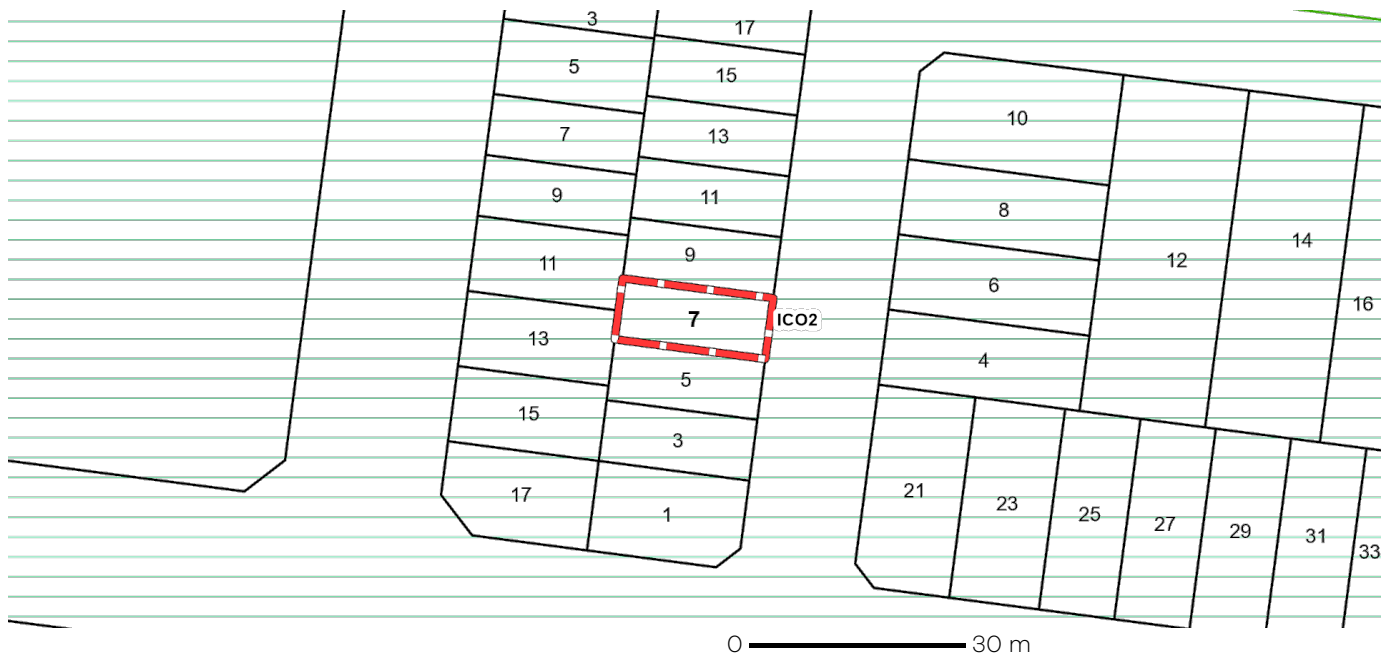
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 2 \(ICO2\)](#)



**ICO - Infrastructure Contributions Overlay**

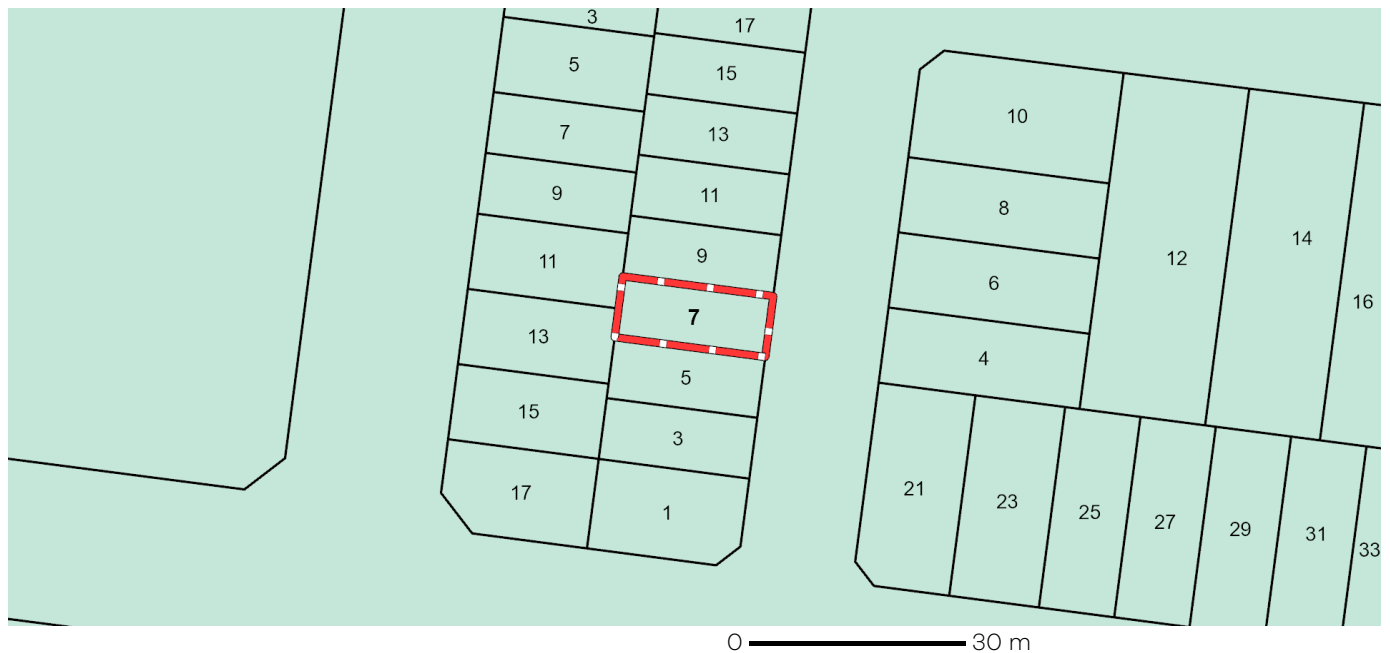
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## 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**

Copyright © - State Government of Victoria

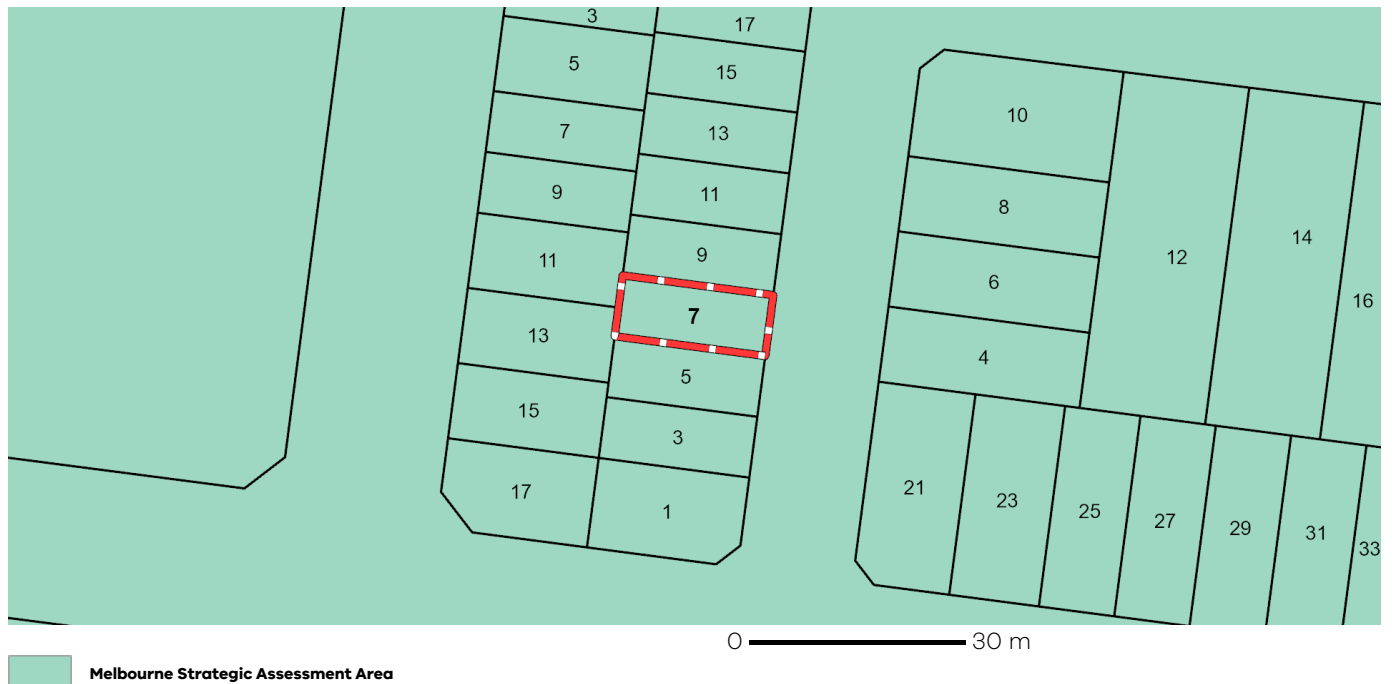
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

## 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>



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

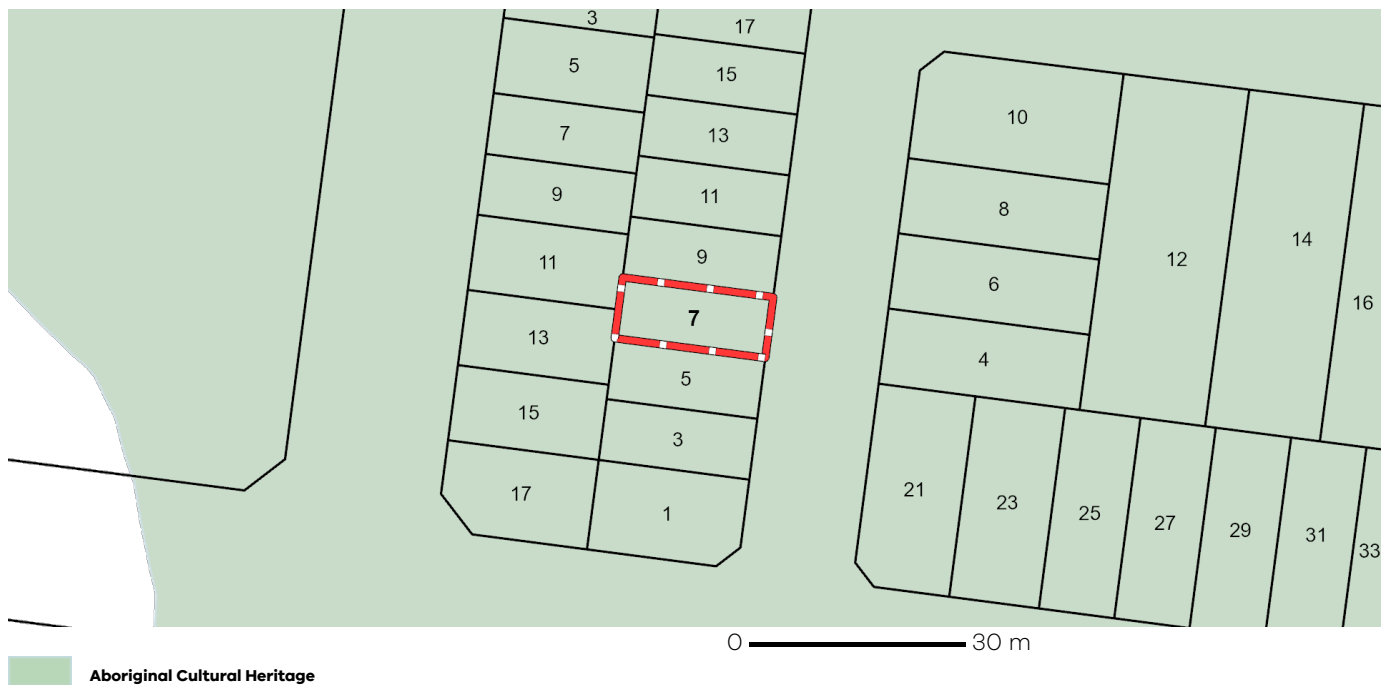
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 4 December 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

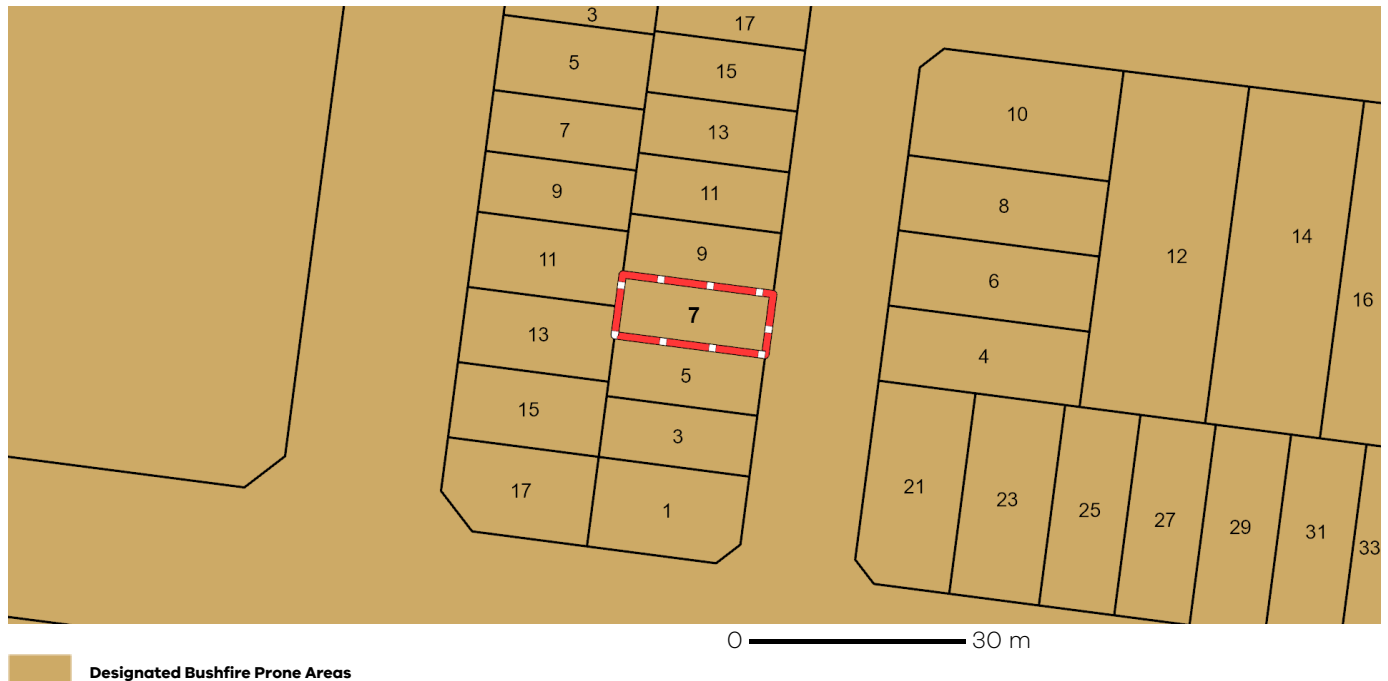
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply 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 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>.

**Instalment Notice**

1 July 2024 to 30 June 2025



A Politi  
 5 Trillium Boulevard  
 MICKLEHAM VIC 3064

025  
 R0\_54470

<b>Issue Date</b>	22 October 2024
<b>Next Instalment Date</b>	30 November 2024
<b>Property Number</b>	128819
<b>Overdue Pay Now</b>	<b>\$0.00</b>

**Property** 7 Oleander Circuit BEVERIDGE VIC 3753  
 Lot 204 PS 841451 Vol 12433 Fol 959

## Instalment Notice

<b>Capital Improved Value (CIV)</b>	<b>\$173,000</b>
-------------------------------------	------------------

Your current rates and charges balance as at 22 October 2024 is \$867.00 (which includes payments not yet due).

<u>2nd Instalment Due</u>	<u>\$289.00</u>
<b>Total Due</b>	<b>\$289.00</b>

Payments received after 21 October 2024 have not been deducted from the amount due on this notice.

<b>Instalment 1 Due 30/09/2024</b>	
<b>Instalment 2 Due 30/11/2024</b>	\$289.00
<b>Instalment 3 Due 28/02/2025</b>	\$289.00
<b>Instalment 4 Due 31/05/2025</b>	\$289.00

**Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.**

**Total Amount Payable** **\$289.00**

**For more payment options please turn over. If you are having difficulties paying please contact Council.**



Receive your rates notices via email  
 Register now at [mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au)  
 with eNotices reference number 47531DC29Z



You may receive a rates reminder notice from us by SMS when your rates are close to their due date or if you're late paying your rates.

**BPAY** Biller Code: 93807  
 Ref: 1288190

**BPAYVIEW** View and pay this bill using internet banking  
 BPayView Registration No.: 1288190

**BPOINT** Biller Code: 93807  
 Ref#: 1288190  
 INTERNET Go to [www.bpoint.com.au](http://www.bpoint.com.au)  
 PHONE: Phone 1300 BPOINT



Billpay Code: 9190  
 Ref: 1288 1973

To pay this bill – visit any Post Office, phone 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au).



\*71 190 128819 73

### I'M A PENSIONER. CAN I GET A CONCESSION ON MY RATES?

If you hold a current Pensioner Concession Card or Veteran Affairs Gold Card (War Widow or TPI) you may be eligible for a rebate on your main residence. Health Care Card holders are not eligible for a rebate.

### NEED TO CHANGE YOUR ADDRESS?

You need to let us know in writing if you have changed your postal address. A formal Notice of Acquisition is required for any ownership changes.

### CAN I SET UP A PAYMENT PLAN FOR MY RATES?

Payment plans are available for your rates and charges if you are unable to provide payment of the four instalments by the due dates. Please contact Council as soon as possible to discuss your situation and set up a payment plan to avoid extra costs. Interest is charged at 10% pa on any overdue amounts until they are paid in full or have a formalised payment plan in place. We may refer overdue balances that don't have an up to date payment plan to a debt collection agency and begin legal action for recovery. This may result in legal costs being added to your account.

You can also make an early payment, schedule payments throughout the year or apply for a Direct Debit. As long as you have a \$0 balance when each instalment payment is due, you won't be charged interest.

The *Local Government Act 1989* permits Council to waive or defer the payment of any rate, charge or interest if a person can demonstrate that the payment would cause financial hardship.

### HOW ARE MY PAYMENTS ALLOCATED TO MY RATES?

All payments are allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing



**Why go mail, when you can get your notices instantly?**

**Receive your rates notices via email**

To register, go to **[mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au)** and enter the eNotices reference number shown on the front of this notice.



### HOW CAN I PAY?

Direct Debit	BPOINT: Phone / Internet	BPay / BPAYView	POST BillPay	Mail	In Person
Complete an application form to set up a direct debit arrangement by 4 quarterly instalments or 11 monthly payments.	For payments via Phone call 1300 BPOINT (1300 276 468). For payments via the Internet go to: <b><a href="http://www.mitchellshire.vic.gov.au/pay-my-rates">www.mitchellshire.vic.gov.au/pay-my-rates</a></b>	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (Mastercard or Visa only).	<b>In Store:</b> Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). <b>Phone:</b> 131 816 <b>Online:</b> <a href="http://auspost.com.au/postbillpay">auspost.com.au/postbillpay</a>	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: <b>Mitchell Shire Council</b> <b>113 High Street</b> <b>BROADFORD VIC 3658</b>	<b>Broadford:</b> 113 High Street <b>Seymour:</b> 125 Anzac Avenue <b>Kilmore:</b> 12 Sydney Street <b>Wallan:</b> Wellington Square Cash, Cheque, EFTPOS, Visa or Mastercard.



# *You're Invited.*

We're planning for the future and we want you on our Community Panel. We're looking for 40 community members to shape the next four years in Mitchell Shire.

## Why Should You Join?

- **Deliberate** over key decisions that affect our community's future
- **Share** your ideas in a collaborative environment
- **Receive** payment as a thank you for your participation and insights

## Who Can Join?

We're looking for anyone over 18 - no special expertise needed, just a passion to get the best outcomes for our community and a commitment to attend both sessions. Please let us know if you need support to participate.

## When?

- 10am - 4pm, Saturday 15 February 2025
- 10am - 4pm, Saturday 22 February 2025

Scan the QR code to apply or for more information.

## Have Questions?

Contact Nivek Thompson at Deliberately Engaging, 0472 761 324.



**Registrations close Sunday 1 December 2024**

**[engagingmitchellshire.com](https://engagingmitchellshire.com)**

9th December 2024

LOCK CONVEYANCING GROUP.  
carmel

Dear LOCK CONVEYANCING GROUP.,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	7 OLEANDER CIRCUIT BEVERIDGE 3753
<b>Applicant</b>	LOCK CONVEYANCING GROUP. carmel
<b>Information Statement</b>	30905185
<b>Conveyancing Account Number</b>	9196697457
<b>Your Reference</b>	cn politi oleander

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

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

Property Address	7 OLEANDER CIRCUIT 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](http://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.

## **Melbourne Water Property Information Statement**

Property Address	7 OLEANDER CIRCUIT 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.

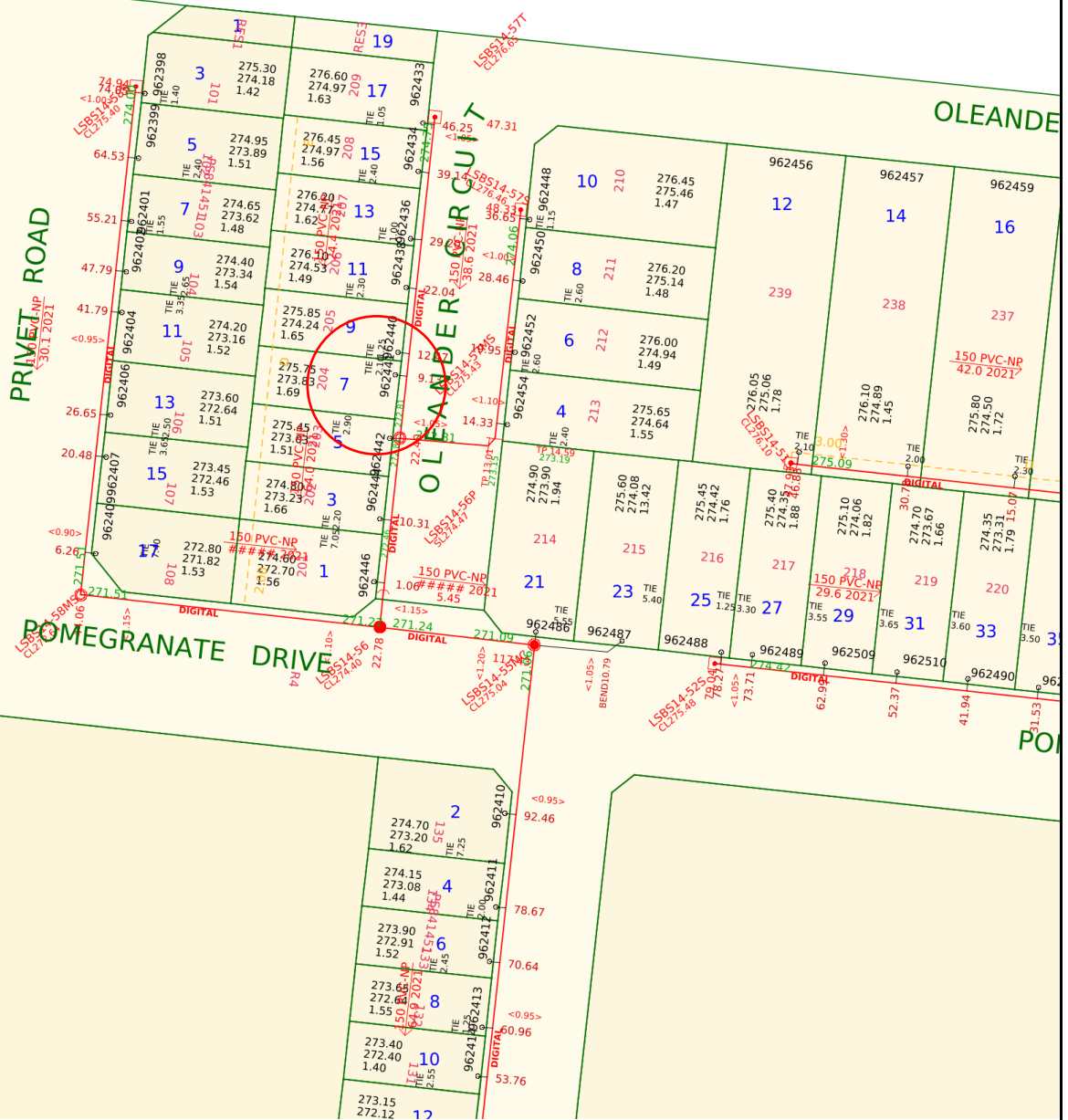
If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

STATUS: OPERATIONAL LABEL: NOT IN USE CHANGE TO 'ABANDONED' AFTER FUTURE WORKS FEB 2025

CAMERONS LANE

AIR VALVE  
 200 CH 203 32  
 SL 271771

275.80 DESIGN



**Yarra Valley Water  
 Information Statement  
 Number: 30905185**

<b>Address</b>	7 OLEANDER CIRCUIT BEVERIDGE 3753
<b>Date</b>	09/12/2024
<b>Scale</b>	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		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;

14th July 2023

**Application ID: 584506**

**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**

<b>Product</b>	<b>Qty</b>
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	962441

**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.

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](http://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 <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
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 is 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](mailto: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) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

### 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 3/4" 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: <ul style="list-style-type: none"> <li>• Boiler feed water</li> <li>• Process water</li> <li>• Wash-down water</li> <li>• Dust suppression</li> </ul>	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](http://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](http://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](mailto: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](mailto: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.

LOCK CONVEYANCING GROUP.  
carmel  
carmeldanna@bigpond.com

## RATES CERTIFICATE

**Account No:** 6079543116  
**Rate Certificate No:** 30905185

**Date of Issue:** 09/12/2024  
**Your Ref:** cn politi oleander

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 OLEANDER CCT, BEVERIDGE VIC 3753	204\PS841451	5283058	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 39.160000kL x \$3.34380000 = \$13.24</i> <i>Step 1 – 0.000000kL x \$3.43420000 = \$120.88</i> <i>Step 2 – 5.840000kL x \$4.38730000 = \$2.59</i> <i>Step 2 – 0.000000kL x \$4.50590000 = \$23.65</i> Estimated Average Daily Usage \$1.80	21-06-2024 to 18-09-2024	\$160.36	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Residential Recycled Water Usage Charge	21-06-2024 to 18-09-2024	\$0.00	\$0.00
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$171.13

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

Property Address	Lot & Plan	Property Number	Property Type
LOT S2, CAMERONS LANE, BEVERIDGE VIC 3753	S2\PS841451	5283052	Superseded

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



GENERAL MANAGER  
RETAIL SERVICES

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**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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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](http://yvw.com.au/recycled).

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:** 5283058

**Address:** 7 OLEANDER CCT, BEVERIDGE VIC 3753

**Water Information Statement Number:** 30905185

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 60795431166

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

14th July 2023

Dwayne Smith  
Becks Construction & Development Pty Ltd  
care of  
ds@buildnow.com.au

Dear Dwayne Smith,

### APPLICATION FOR BUILD OVER CONDITIONS

<b>Application ID</b>	594159
<b>Property Address</b>	7 OLEANDER CIRCUIT BEVERIDGE 3753
<b>Service Location ID</b>	5283058

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

#### **Build Over Condition Summary \***

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required
- can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level

\* **Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

### **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

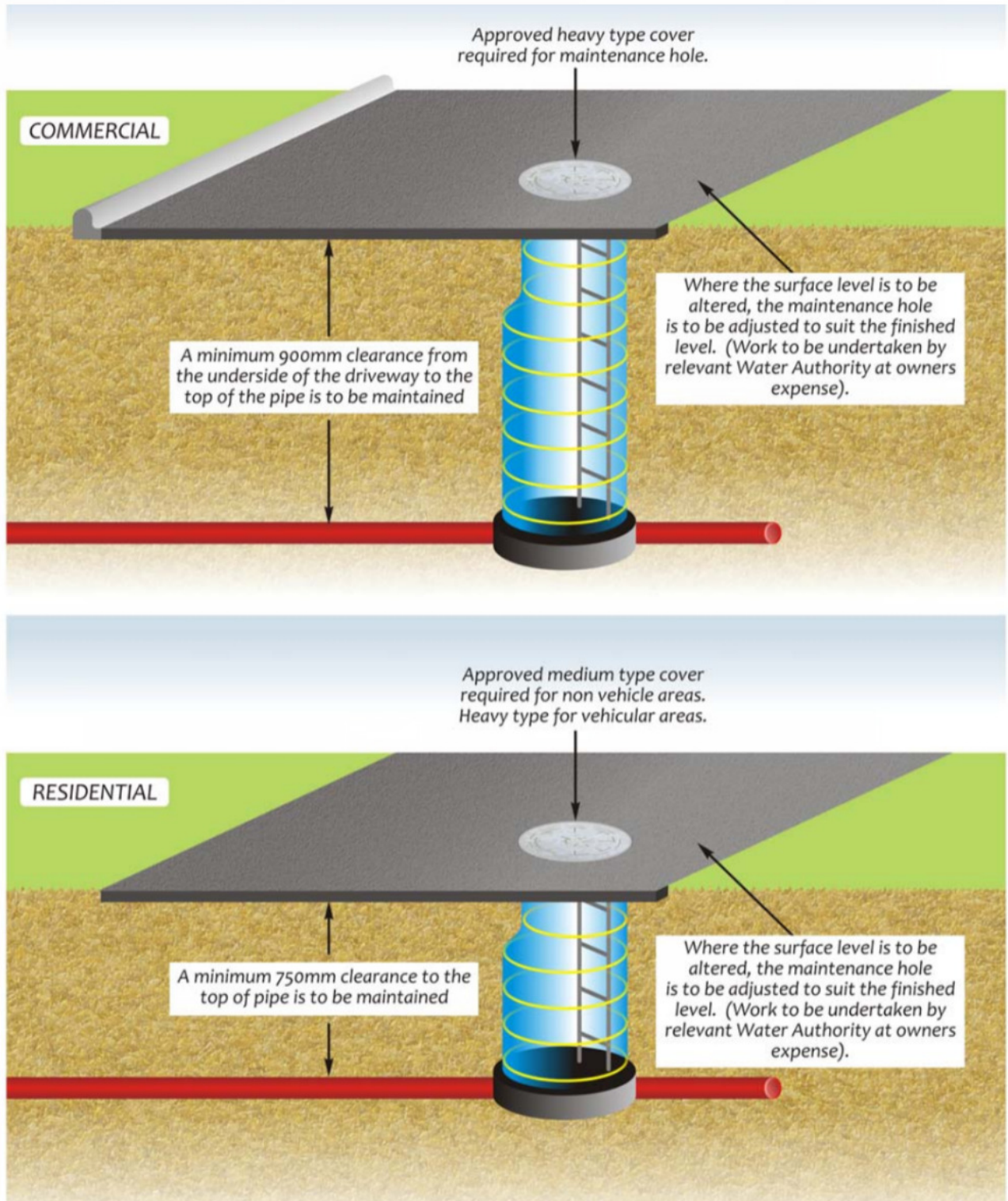
1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

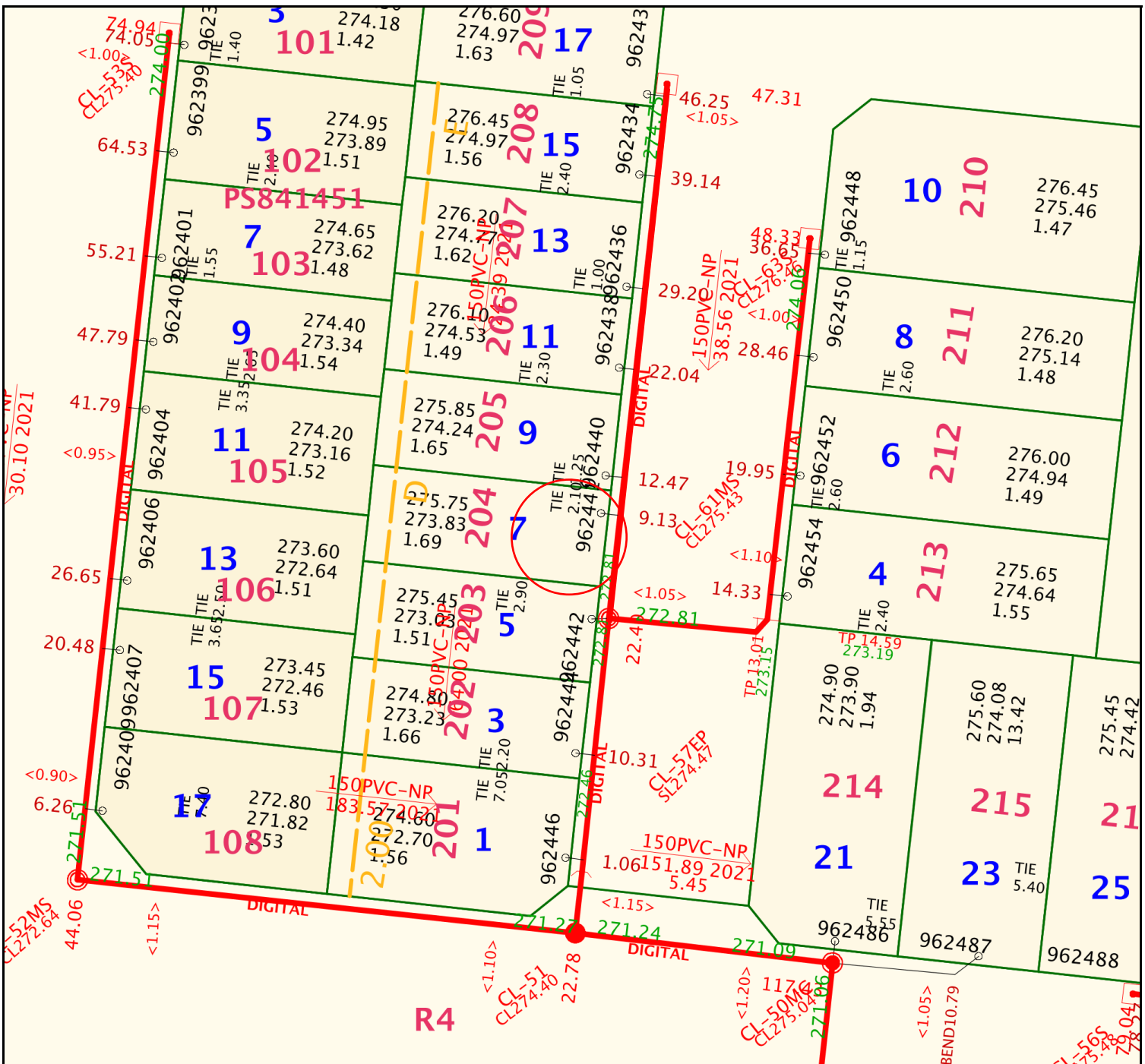
For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing the property, there is no requirement to raise the (27A) to surface.

# DRIVEWAY AND PAVING

## DRIVEWAYS AND PAVING





Address 7 OLEANDER CIRCUIT BEVERIDGE 3753

**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

Date	14/07/2023
Scale	1:500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

**Abbreviation Pipe Material**

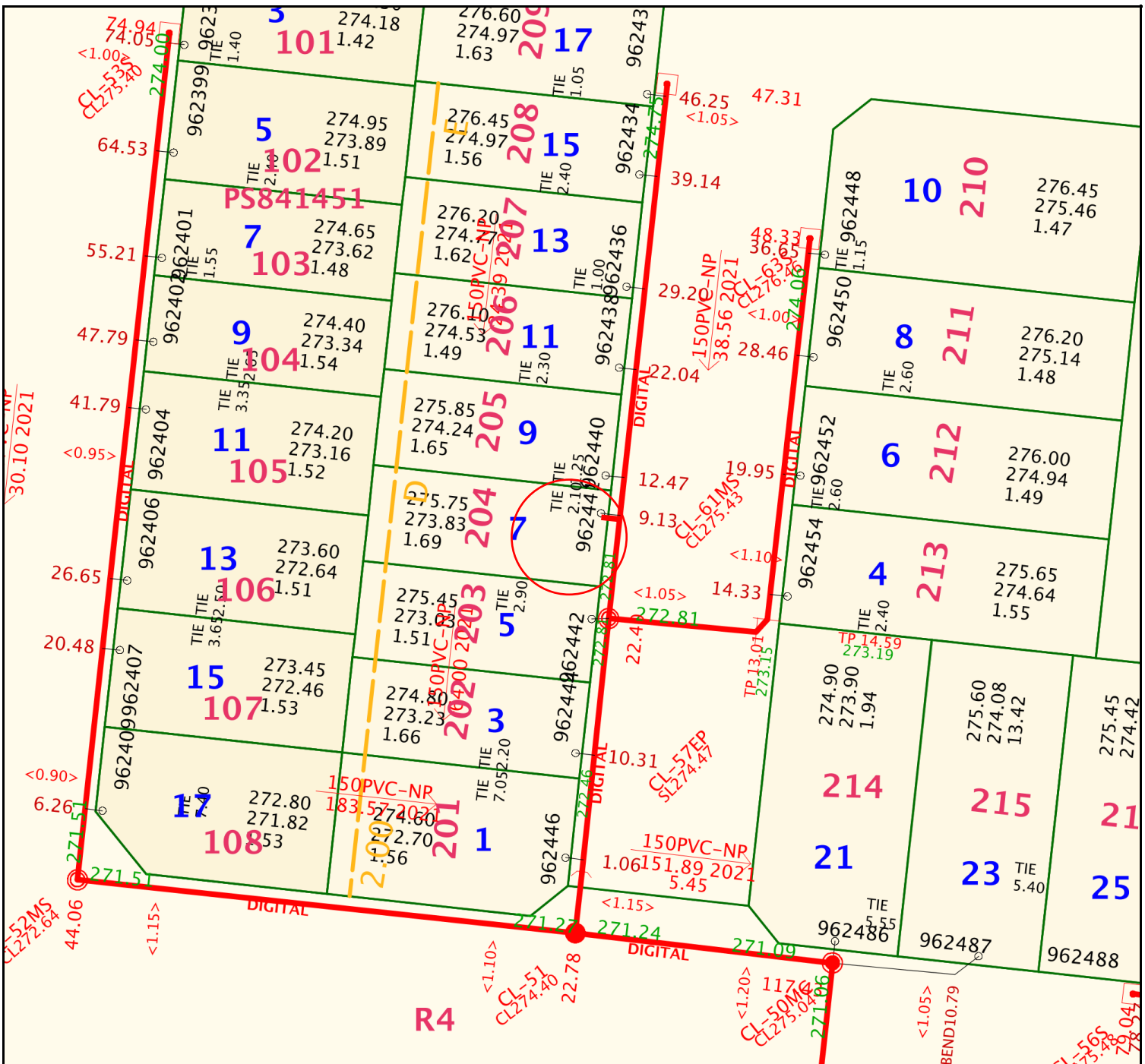
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 1.65  
**Branch Length (m):** 1.694

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

**YVW Ref:** 5283058



Address 7 OLEANDER CIRCUIT BEVERIDGE 3753

**Yarra Valley Water  
Sewer Branch  
Asset Map**

Date	14/07/2023
Scale	1:500

Yarra Valley Water  
ABN 93 066 902 501

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

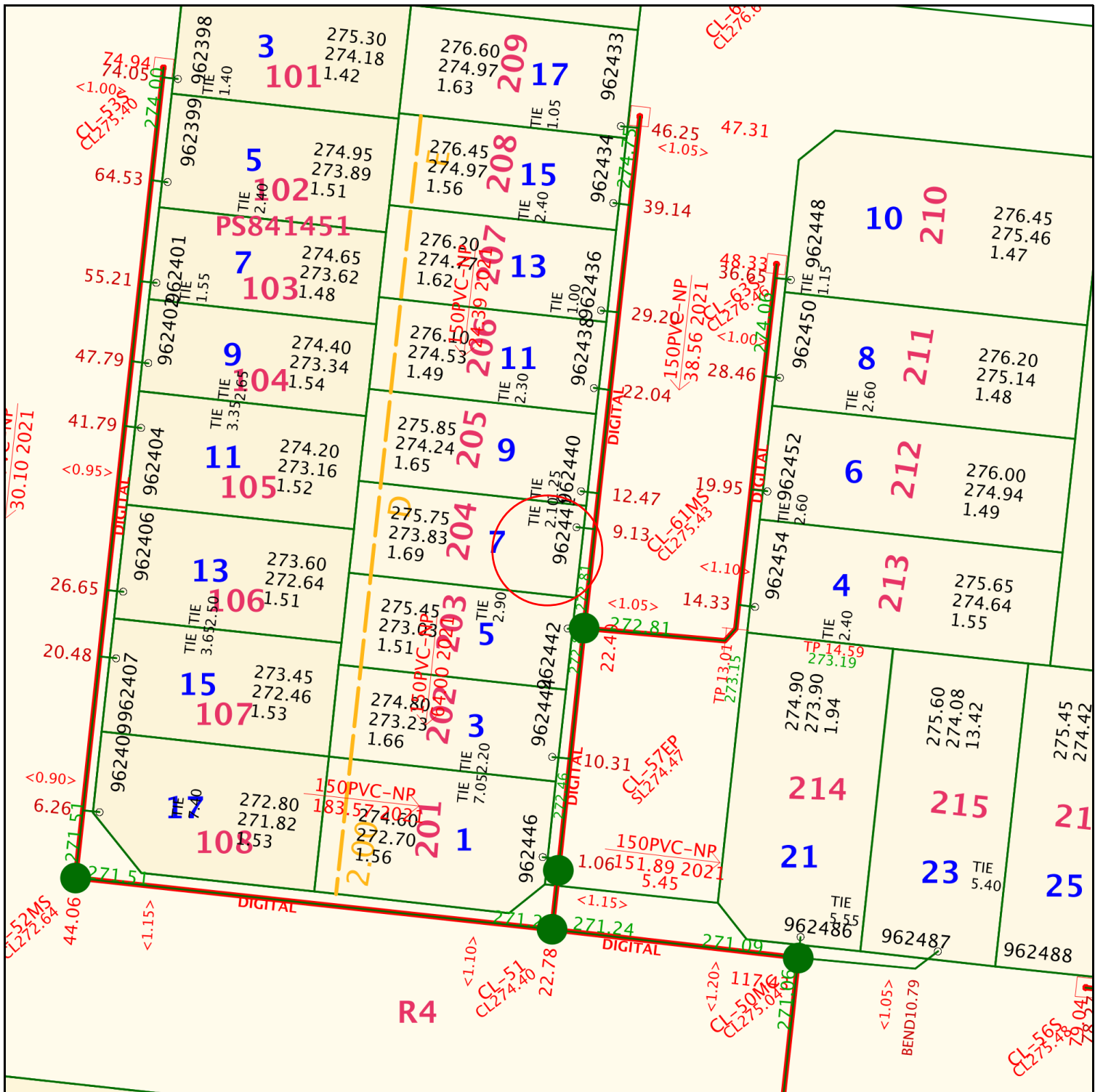
Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 1.92  
**Branch Length (m):** 1.694



Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.  
**YVW Ref:** 5283058



**Yarra Valley Water** Address 7 OLEANDER CIRCUIT BEVERIDGE 3753

**Build Over Plan Reference: Plan F**

**Driveways and paving**






Date	14/07/2023		
Scale	1:500		

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

**Yarra Valley Water Application ID: 594159**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

## **CONDITIONS APPLICABLE TO THIS APPLICATION:**

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### **Standard conditions:**

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

# RESPONSIBILITY OF SEWER CONNECTION POINTS

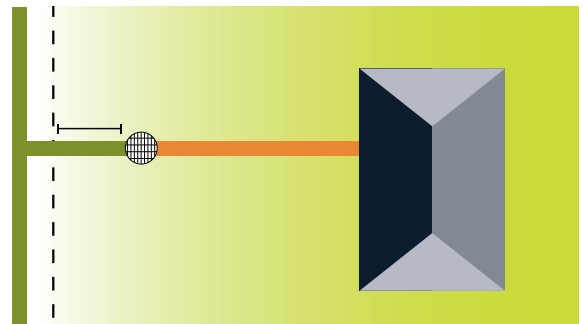


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

## STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

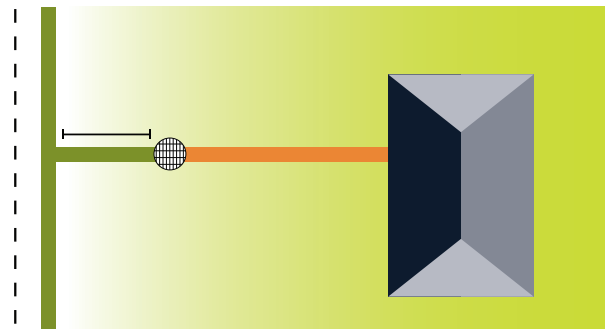
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



## STAND ALONE RESIDENCE

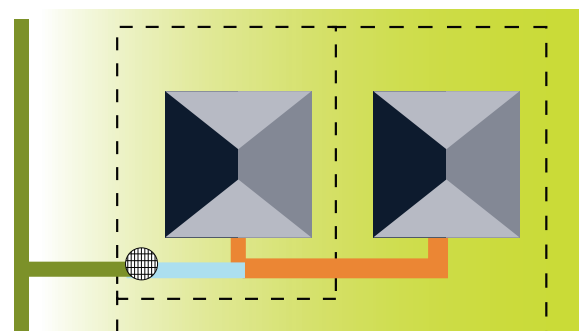
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



## COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



### KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure



Building Surveying

JBG Building Surveying  
Victoria & Queensland  
info@jbgbuildingsurveying.com.au  
www.jbgbuildingsurveying.com.au  
ABN 55 728 379 380 ACN 168 125 004

Job Number: 20230097

## FORM 2

Building Act 1993  
Building Regulations 2018 - Regulation 37(1)

### Building Permit No. 1082141617696 20 June 2023

#### Issued to

Agent of Owner **BECKS CONSTRUCTION & DEVELOPMENT PTY LTD**  
**BECKS CONSTRUCTION & DEVELOPMENT PTY LTD**  
Postal Address **198 Paynters Road EARLSTON VIC** Postcode **3669**  
Email **ds@buildnow.com.au**  
Address for **198 Paynters Road EARLSTON** Postcode **3669**  
serving or giving  
of documents:  
Contact Person **Becks Construction & Development / Dwayne Smith** Telephone **0430132833**

#### Ownership Details

Owner **Adriana Politi**  
Postal Address Postcode  
Email **adriana.politi1991@gmail.com**  
Contact **Adriana Politi** Telephone **0458 899 994**  
Person

#### Property Details

Number 7 Street/Road **Oleander Circuit** Suburb **Beveridge** Postcode **3753**  
Lot/s **204** LP/PS Volume Folio  
Crown allotment Section No Parish County  
Municipal District **Mitchell Shire Council**

#### Site Particulars

**Termite Bushfire (12.5)**  
Energy Rating: **6.5**  
Water Authority: **Yarra Valley Water Authority**

#### Builder

Name **BECKS CONSTRUCTION & DEVELOPMENT PTY LTD** Telephone **0430132833**  
**CDB-U 62678**  
Address **198 Paynters Road EARLSTON VIC** Postcode **3669**

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

#### Natural person for service of directions, notices and orders

Name **Peter Bekiaris** Telephone **0430132833**  
Postal address **198 Paynters Road EARLSTON VIC** Postcode **3669**

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

Name	Category/class	Registration Number
Becks Construction & Development Pty Ltd	Builder	CDB-U 62678
Shujun Liu	Structural Engineer - Civil	PE0002059

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

The issuer or provider of the required insurance policy is: **Victorian Managed Insurance Authority**

Insurance policy number : **C797192**

Insurance policy date : **15/06/2023**

## Developer Approval

Developer Name: **P8 Property**

Endorsed Date: **02/06/2023**

## Nature of Building Work

Description: **Construction of Single Storey Dwelling (Class 1a(a) & Garage (Class 10a) (NCC 2019)**

Storeys contained: **1**

Version of BCA applicable to permit: **BCA 2019 Volume 2**

Cost of Building Work: **\$216,477.00**

Total floor area of new building work in m<sup>2</sup>: **118.50**

## Building classification

Part of Building	BCA Classification
Dwelling	1a(a)
Garage	10a

## Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation No.
Mitchell Shire Council	Point of discharge of storm water	133(2)

## Protection Work

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

**Note** - we anticipate all due care will be taken on site with respect to the construction methodology around protection works. No works are permitted to undermine any existing structures/vegetation. The building works are not permitted to encroach onto any adjoining properties (including the air space) without notices being served and consent given through the protection works process (includes variations to protection works). Please refer to VBA practice note with respect to obligations with respect to serving of notices and owner responsibility under sect 93 of The Building Act with respect to insurance.

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

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre Slab Inspection (Waffle)
3. Steel Inspection
4. Frame Inspection
5. Final Inspection

## Occupation or User of Building

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

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

## Commencement and Completion

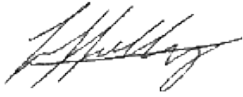
This building work must **commence** by **20/06/2024**

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

This building work must be **completed** by: **20/06/2025**

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

## Relevant Building Surveyor



Company Name: **JBG Building Surveying**  
ABN: **55 728 379 380** ACN: **168 125 004**  
Address: **Victoria & Queensland**  
Email: **info@jbgbuildingsurveying.com.au**  
Building practitioner registration no.: **CBS-U 60835**  
Permit no.: **1082141617696**

Date of issue of permit: **20/06/2023**

### Notes

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

### Annexures 'A' Conditions of Approval

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

1. It is not the responsibility of the Relevant Building Surveyor to confirm compliance with any section 173 agreement, covenant, building envelope, memorandum of common provisions or other restriction on the land and by issuing this permit the Relevant Building Surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant, memorandum of common provisions or other restriction on the land. The Building Act 1993 and the Building Regulations 2018 do not allow the Relevant Building Surveyor to refuse a Building Permit due only to non compliance with a section 173 agreement, covenant or other restriction on the land and the Relevant Building Surveyor may be in breach of the Building Act or Building Regulations where he does refuse a permit on those grounds. The building owner is responsible to ensure that they comply with any of the above restrictions and an appropriately qualified person must be consulted by the owner to confirm that they comply with any of the above restrictions prior to commencing construction. The Relevant Building Surveyor accepts no responsibility for non compliance with any section 173 agreements, covenants, memorandum of common provisions or other restrictions that may be applicable to the property.
2. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018.
3. The work must be carried out strictly in conformity with the endorsed plans and specifications, No alteration to or variation may be made without written consent of the RBS. One copy of which must be kept on site and made available for inspection while the work is in progress. Owner is responsible to comply with any covenants, restrictions &/or agreements registered on the title certificate.
4. Prior to the commencement of building works the Councils Asset Protection Permit must be obtained and provided to the RBS.
5. This site is subject to Bushfire Attack Level 12.5 (BAL-12.5), building works are to comply with the construction requirements of AS 3959-2009.
6. All cladding installed on site must be strictly in accordance with codemark approved documents/certification that form part of this Building Permit. Any cladding installed that does not form part of this Building Permit is at the responsibility and liability of the owner and builder.
7. The building work carried out under this Building Permit must be in accordance and consistent with the relevant Developers Approval and Endorsed plans/Design Guidelines
8. Any filling placed across the site to assist in levelling prior to slab construction should conform with the requirement for either Controlled fill (Clause 2.5.3) or Rolled fill (Clause 6.4.2) AS 2870-2011. If it cannot be confirmed that the fill is Controlled Fill or Rolled Fill then the engineer and relevant Building Surveyor must be contacted

9. Building work may not proceed to the next stage prior to approval of the Mandatory Inspections listed in this permit.
10. No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.
11. Construction site signage must display the registration number and contact details of the builder, registration number and contact details of the building surveyor, building permit number and date of issue. This sign must be displayed on the allotment and in public view. It must be on site prior to the commencement of work and remain in place for the duration of the work. Section 317 of the Regulations also states that the following must be kept on site: a copy of the building permit, a copy of the stamped and approved plans specifications and documents relating to the permit.
12. All requirements of the small lot housing code are to be strictly adhered to and complied with on site
13. The dwelling is to be protected from Termites in accordance with AS3660.1 2000. A certificate of installation is to be provided prior to obtaining the Final Certification for Occupation
14. Provide an electronic copy of roof and posi/floor truss computations (roof design inclusive) and layout plans prior to the arrangement of the frame inspection. The roof bracing layout in conjunction with the roof tie down details are to form part of the documentation submitted for assessment

**Job No.: 20230097**

## Form 16

Regulation 192  
**Building Act 1993**  
Building Regulations 2018

### OCCUPANCY PERMIT

Occupancy Permit no.: **1082141617696**

#### Issued to

Agent of Owner **BECKS CONSTRUCTION & DEVELOPMENT PTY LTD**  
**BECKS CONSTRUCTION & DEVELOPMENT PTY LTD**

Postal Address **198 Paynters Road EARLSTON VIC** Postcode **3669**

Email **ds@buildnow.com.au**

Address for serving or giving of documents: **198 Paynters Road EARLSTON** Postcode **3669**

Contact Person **Becks Construction & Development Smith** Telephone **0430132833 | 0430132833**

#### Property Details

Number <b>7</b>	Street/Road <b>Oleander Circuit</b>	Suburb <b>Beveridge</b>	Postcode <b>3753</b>
Lot/s <b>204</b>	LP/PS <b>PS841451</b>	Volume <b>12433</b>	Folio <b>959</b>
Crown allotment	Section No	Parish	County
Municipal District	<b>Mitchell Shire Council</b>		

#### Building permit details

Building permit number: **1082141617696**  
Version of BCA applicable to building permit: **BCA 2019 Volume 2**

#### Building Details

Nature of works: **Construction of Single Storey Dwelling (Class 1a(a) & Garage (Class 10a) (NCC 2019)**  
Part of building to which permit applies: **Dwelling**  
Permitted use: **Domestic**  
BCA Class of building: **1a(a)**  
Maximum permissible floor live load: **1.5 kPa**  
Maximum number of people to be accommodated: **N/A**  
Part of building to which permit applies: **Garage**  
Permitted use: **Carparking**  
BCA Class of building: **10a**  
Maximum permissible floor live load: **N/A**  
Maximum number of people to be accommodated: **N/A**  
Storeys contained **N/A** Rise in storeys (for Class 2-9 buildings) **N/A**  
Effective height **N/A** Type of construction **N/A**

#### 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	133(2)

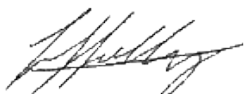
#### Suitability for occupation

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

**Inspection approval dates for Mandatory Inspections that have been carried out are as follows:**

<b>Inspection Type</b>	<b>Approved Date</b>
Bored Piers Inspection	06/07/2023
Pre Slab Inspection (Waffle)	25/07/2023
Steel Inspection	03/08/2023
Re-Frame Inspection	24/01/2024
Final Inspection	04/10/2024

**Relevant Building Surveyor**



Name: **JBG Building Surveying**  
Address: **Victoria & Queensland**  
Email: **info@jbgbuildingsurveying.com.au**  
Building practitioner registration no.: **CBS-L 76330**  
Company Name: **JBG Building Surveying**  
ABN: **55 728 379 380** ACN: **168 125 004**  
Municipal district: **Mitchell Shire Council**  
Occupancy Permit no.: **1082141617696**

Date of issue of permit: **21/10/2024**

# Domestic Building Insurance

## Certificate of Insurance

**Adriana Politi**  
5 Trillium Bvd  
MICKLEHAM  
VIC 3064

Policy Number:  
**C797192**

Policy Inception Date:  
**15/06/2023**

Builder Account Number:  
**024108**

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: **7 Oleander Cct BEVERIDGE VIC 3753 Australia**

Carried out by the builder: **BECKS CONSTRUCTION & DEVELOPMENT PTY LTD**

Builder ACN: **612236272**

**!** 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): **Adriana Politi**

Pursuant to a domestic building contract dated: **28/01/2023**

For the contract price of: **\$ 216,477.00**

Type of Cover: **Cover is only provided if BECKS CONSTRUCTION & DEVELOPMENT PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

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

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

### PLEASE CHECK

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

### IMPORTANT

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

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

## BAL to comply

Issued by Victorian Managed Insurance Authority

Date Generated: 15/06/2023  
OFFICE USE ONLY: COI-0717-1  
Page 1 of 2

**Victorian Managed Insurance Authority**  
ABN 39 682 497 841  
PO Box 18409, Collins Street East Victoria 8003  
P: 1300 363 424



**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.

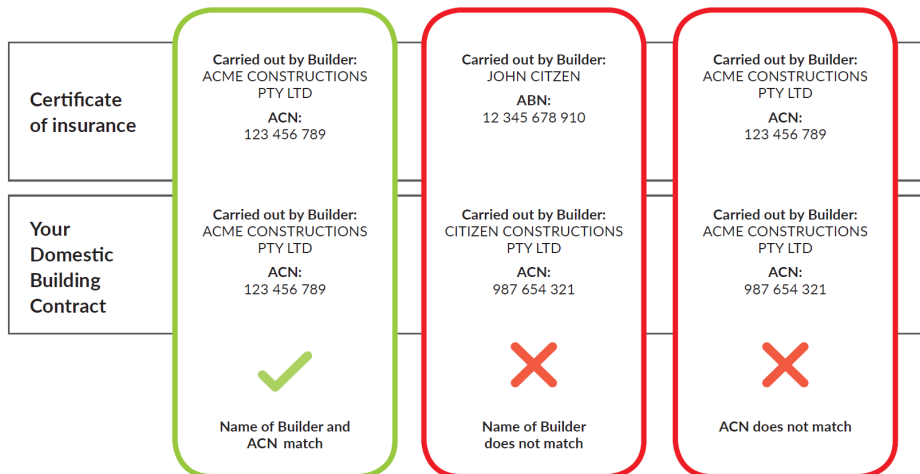
Issued by Victorian Managed Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$830.00</b>
GST:	<b>\$83.00</b>
Stamp Duty:	<b>\$91.30</b>
<b>Total:</b>	<b>\$1,004.30</b>

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

*Below are some example of what to look for*



**BAL to comply**



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lock Conveyancing Group  
5 Everage Street  
MOONEE PONDS 3039

Client Reference: cn politi

NO PROPOSALS. As at the 12th December 2024, 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®.

7 OLEANDER CIRCUIT, 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: 12th December 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 75210829 - 75210829140941 'cn politi'**