

Contract of Sale of Real Estate

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

Property address: 16 Madeleine Way, Wyndham Vale

The vendor sells and the purchaser buys 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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../20.....

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../20.....

Print name(s) of person(s) signing: Ronald Leo Brulotte and Margot Patricia Brulotte.....
.....

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name: **Barry Plant Werribee**

Address: 21 Watton Street, Werribee, VIC 3030

Email: info@myparkland.com.au

Tel: Mob:..... Ref: Jonathon Bird

Vendor

Name: **Total Person Pty Limited ACN 005 963 904**

Address: PO Box 121, Werribee 3030

Vendor's legal practitioner or conveyancer

Name: **Mast Lawyers**.....

Address: Suite 1, Federal Mills Park, 33 Mackey Street, North Geelong 3215.....

Email: stuart@mastlawyers.com.au

Tel: 5210 8012 Mob: Ref: SM:243957

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12516 Folio 716	424	PS805599T

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 16 Madeleine Way, Wyndham Vale

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Nil – Vacant Land

Payment (general condition 11)

Price \$

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

Balance \$..... payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words ‘**plus GST**’ appear in this box

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If this sale is a sale of land on which a ‘farming business’ is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a ‘going concern’ then add the words ‘**farming business**’ or ‘**going concern**’ in this box

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If the margin scheme will be used to calculate GST then add the words ‘**margin scheme**’ in this box

margin scheme

GST Withholding Notice

The purchaser is not required to make a GST withholding payment under section 14- 250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words “**GST withholding applies**” appear in this box in which case the vendor will provide further details before settlement.

GST withholding applies

Unless the words “GST withholding applies” appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Settlement (general condition 10)

is due on

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words ‘**terms contract**’ in this box and refer to general condition 23 and add any further provisions by way of special conditions.

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Loan (general condition 14)

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

Lender:

Loan amount: \$ Approval date: / /20.....

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

special conditions

SPECIAL CONDITIONS

1. DEFINITIONS

Unless the context otherwise requires:

- 1.1. **Application(s)** means to apply for and obtain all permits and approvals for subdivision, use, construction and development of the Land Being Developed.
- 1.2. **business day** means a day other than a Saturday or a Sunday on which banks are open for business in Melbourne.
- 1.3. **Building Envelope** means the indicative building envelope for the lot (if any) described in the Plan of Subdivision.
- 1.4. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.5. **Community Infrastructure Levy** means an amount payable under Part 3B of the *Planning and Environment Act 1987* in respect of a development for which building work is required.
- 1.6. **Contaminant** means a solid, liquid or gaseous substance, odour, heat, sound, vibration or radiation which is or may be:
 - 1.6.1. noxious or poisonous or offensive to the senses of human beings;
 - 1.6.2. harmful or potentially harmful to the health, welfare, safety or property of human beings; or
 - 1.6.3. poisonous, harmful or potentially harmful to animals or plants,and Contamination has a corresponding meaning.
- 1.7. **Deed of Novation** means a deed effecting a novation of this contract, prepared and completed as reasonably determined by the vendor and by the vendor's Lawyers naming a purchaser of the Land Being Developed as the New Vendor;
- 1.8. **Design Panel** means the Parklane Gardens Design Approval Committee described in the Design Guidelines or such other persons as the vendor or Design Panel may appoint for the review purposes referred to in the Design Guidelines.
- 1.9. **Design Guidelines** means the Parklane Gardens Design Guidelines endorsed under the Permit and as revised from time to time with the consent of the Responsible Authority. A copy of current version can be accessed at <http://myparklane.com.au/>.
- 1.10. **Design Plans** means the documents referred to in special condition 19.2
- 1.11. **Due Diligence Checklist** means a due diligence checklist that is required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the *Sale of Land Act*.
- 1.12. **Duties Form** means the all-in-one online duties form required by the State Revenue Office for duty assessment purposes.
- 1.13. **Electronic Conveyancing National Law** has the same meaning as the expression *Electronic Conveyancing National Law (Victoria)* is defined in the Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic).
- 1.14. **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.
- 1.15. **Environmental Law** means any law relating to environmental or occupational health and safety matters.
- 1.16. **Foreign Investment Approvals** means all approvals, notifications or consents required by the purchaser pursuant to the Foreign Investment Laws for the purposes of entering into and fulfilling its obligations pursuant to this contract and obtaining a transfer of the Land.

- 1.17. **Foreign Investment Laws** means:
- 1.17.1. the Foreign Acquisition and Takeovers Act 1975 (Cth);
 - 1.17.2. the Banking (Foreign Exchange) Regulations 1959 (Cth);
 - 1.17.3. or any similar law or requirement of a Responsible Authority.
- 1.18. **Form One** means the 'GST property settlement withholding notification form' required to be lodged with the Australian Taxation Office (**ATO**) by purchasers who are required to withhold an Amount.
- 1.19. **Form Two** means the 'GST property settlement date confirmation' required to be lodged with the ATO by purchasers.
- 1.20. **Land** means the land described in the Particulars of Sale.
- 1.21. **Land Being Developed** means the whole of the land contained in the Plan of Subdivision.
- 1.22. **NBN Co Building Ready Specifications** means the specifications governing the building requirements for connection to a dwelling on a lot to the NBN Co Network Infrastructure.
- 1.23. **NBN Co Network Infrastructure** means the physical infrastructure of the high speed broadband fibre optic network to be installed at Parklane Gardens including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing and any other active and passive equipment and distribution infrastructure, but not including the Pit and Pipe Works, and existing pit and pipe infrastructure, lead-in conduit, the network termination unit or the power supply unit and related cable at the Land.
- 1.24. **New Vendor** means the purchaser of the Land Being Developed named in the Deed of Novation;
- 1.25. **Outgoings** means any rates, taxes, utility charges, assessments or other outgoings related to the Land. It does not include any amounts to which sections 10G or 10H of the *Sale of Land Act* applies.
- 1.26. **Parklane Gardens** means the residential development being undertaken by the vendor in accordance with the Permit and includes the Land Being Developed.
- 1.27. **Plan of Subdivision** means the registered plan of subdivision PS805599T.
- 1.28. **Permit** means all planning permits required to enable registration of the Plan of Subdivision in relation to the Land Being Developed including Permit WYP9651/16 issued by Wyndham City Council, a copy of which is attached to the Section 32 Statement.
- 1.29. **Pit and Pipe Works** means the physical infrastructure, including all pits, pipes, conduits and any other materials to be designed and constructed necessary to properly service the Land Being Developed with the NBN Co Network Infrastructure.
- 1.30. **Responsible Authority** means any authority exercising statutory rights, powers or duties with respect to Land Being Developed, the Plan of Subdivision or services to the Land Being Developed or any person exercising such rights, powers or duties.
- 1.31. **Restrictions** means any restrictive covenants created on registration of the Plan of Subdivision that burden the Land.
- 1.32. **Restricted Right** means any:
- 1.32.1. Claim;
 - 1.32.2. withholding or delayed payment of, or demand of a reduction in, the price; and
 - 1.32.3. delay or refusal to settle or complete the purchase pursuant to this contract,
- whether made or exercised directly by the purchaser or indirectly on behalf of the purchaser.
- 1.33. **Section 32 Statement** means the statement pursuant to Section 32 of the *Sale of Land Act* which is attached to this contract.
- 1.34. **Section 173 Agreement** means an agreement under section 173 of the Planning and Environment Act 1987.
- 1.35. **Utilities** include electricity, gas and telephone.

- 1.36. **Withholding Legislation** means Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth).
- 1.37. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.38. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 1.39. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- 1.40. Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the Land but shall continue in full force and effect.
- 1.41. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- 1.42. Where this contract provides for the vendor to form an opinion then the vendor may form that opinion entirely in its discretion without being subject to any measure or standard.

2. ELECTRONIC SIGNATURE

- 2.1. The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 2.2. 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.
- 2.3. This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 2.4. 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.
- 2.5. 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.

3. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

4. SECTION 32 STATEMENT

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Section 32 Statement and a Due Diligence Checklist.

5. ENTIRE AGREEMENT

- 5.1. The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.
- 5.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the Section 32 Statement are expressly negated and withdrawn.

- 5.3. Without limiting the generality of this condition the purchaser agrees that neither the vendor nor anyone on behalf of the vendor has made any representations or warranty upon which the purchaser relies as to the fitness or suitability of the Land or the Land Being Developed for any particular purpose or the aspect or outlook of the Land or the financial return or income to be derived from the Land.

6. CERTAIN GENERAL CONDITIONS EXCLUDED OR VARIED

- 6.1. General Conditions 7, 8, 11.6 and sub-clauses 24.4 to 24.6 inclusive of General Condition 24 do not apply to this contract.
- 6.2. General condition 6 is deleted and replaced by the following:
- “6.1 *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.*
- 6.2 *The vendor must promptly initiate the Duties Form 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 possible.”*
- 6.3. General condition 11.4 is amended by inserting at the commencement of the condition:
- “11.4 *If settlement is not completed electronically in accordance with the Electronic Conveyancing National Law, ...”.*
- 6.4. General Condition 12.1(a)(ii) is varied by replacing it as follows:
- 12.1(a)(ii) *if there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of the deposit; and*
- 6.5. General condition 12 is varied to include the following:
- 12.4 *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.*
- 12.5 *If the purchaser does not validly object to the release of the deposit within 28 days of receiving a notice under section 27(3) of the Sale of Land Act, the vendor will be deemed to have provided proof to the reasonable satisfaction of the purchaser of the matters referred to in General Condition 12.1(a)(i) or (ii), as the case may be.*
- 6.6. General condition 15 is amended by deleting sub-clause 15.2(b) and including the following new sub-clause:
- 15.3 *The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.*
- 6.7. General condition 18 is deleted and replaced by the following:
- “18.1 *The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.*
- 18.2 *The vendor is not bound to act in accordance with a nomination unless the purchaser has provided written notice of the nomination and the fully executed sale of real estate nomination form (or such other documents evidencing the nomination) to the vendor not less than 10 business days prior to settlement.*
- 18.3 *The nomination form shall be deemed to be executed as a deed (regardless of whether the form is expressed to be executed as a deed) and by execution and submission of a nomination form executed by a nominee, the nominee:*
- (a) *agrees to be bound by the obligations of the purchaser under this contract; and*
- (b) *gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this contract of sale including, without limitation, the purchaser’s agreement under general condition 13.6.”*

6.8. General condition 26 is amended by replacing "2%" with "5%".

6.9. General condition 28.4(c) is amended by deleting the words 'within one year of the contract ending'.

7. SERVICE

General condition 17 is replaced with the following:

- 17.1 *All notices and other communications provided for or permitted by this contract must be sent by:*
- (a) *prepaid mail;*
 - (b) *hand delivery; or*
 - (c) *email*
- to the addresses of the parties as specified in this contract or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent, employee or director of the party sending the notice.*
- 17.2 *Each notice or communication will be deemed to have been duly received:*
- (a) *unless proved otherwise, six business days after being deposited in the mail with postage prepaid;*
 - (b) *when delivered by hand; or*
 - (c) *if sent by email, at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000*
- but if the delivery, receipt or transmission is not on a business day or is after 5.00pm (addressee's time) on a business day, the notice is taken to be received at 9.00am (addressee's time) on the next business day.*
- 17.3 *A notice or other communication connected with this contract has no legal effect unless it is in writing.*
- 17.4 *A notice sent or delivered in a manner provided by general condition 17.1 must be treated as validly given to and received by the party to which it is addressed even if:*
- (a) *the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or*
 - (b) *the notice is returned unclaimed.*
- 17.5 *A party may change its address for service, or email address by giving notice of that change to each other party, not more than 7 days after the change has taken place.*
- 17.6 *If the party to which a notice is intended to be given consists of more than 1 person then the notice must be treated as given to that party if given to any of those persons.*
- 17.7 *Any notice to a party may be given to its legal practitioner or conveyancer by any of the means listed in general condition 17.1 to the legal practitioner or conveyancer's business address or email address.*
- 17.8 *In this contract, "document" includes "demand" and "notice", serve includes "give" and "served" and "service" have the corresponding meanings.*

8. GUARANTEE

- 8.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser must procure the execution of a guarantee and indemnity in the form annexed to this contract (Guarantee) by each of the directors of the corporation immediately upon execution of this contract.
- 8.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 8.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 8.1 with respect to that director.

- 8.4. In this special condition, "purchaser" includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

9. DUTY

- 9.1. The vendor must procure that the vendor's representative has initiated the Duties Form and invited the purchaser or the purchaser's representative to complete the Duties Form no later than 5 business days prior to the settlement date.
- 9.2. The purchaser must procure that the purchaser's representative has completed the Duties Form to the vendor's satisfaction so that the Duties Form is ready for signing by the parties no later than 3 business days prior to the settlement date.
- 9.3. If the purchaser has not completed the Duties Form as required by special condition 9.2:
- 9.3.1. the vendor is not obliged to complete this contract;
 - 9.3.2. the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - 9.3.3. the purchaser must pay interest from the settlement date,
- until the expiry of 3 business days after the purchaser has completed the Duties Form.
- 9.4. Notwithstanding anything contained in this contract, the vendor does not make any warranty or representation as to the amount of stamp duty payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser is liable for all stamp duty assessed in relation to that transfer and will keep the vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract.
- 9.5. The purchaser must not exercise any Restricted Right because of any matter referred to it in or contemplated by this special condition.

10. PURCHASER AS TRUSTEE

If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser covenants that the purchaser is empowered to execute this contract and the purchaser represents and covenants with the vendor as follows:

- 10.1. that the purchaser is the sole trustee of the Trust and executed this contract as such trustee bona fide for the purposes of the Trust as well as in the purchaser's own right;
- 10.2. that this contract will be binding not only on the purchaser but upon any successor of the purchaser as trustee of the Trust, and that the purchaser will take all requisite steps to ensure the effectiveness of this covenant, including in particular procuring that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor;
- 10.3. that the purchaser will duly and punctually perform and observe all the duties and obligations of the purchaser as such trustee pursuant to the Trust and will not without the consent in writing of the vendor first obtained:
- 10.3.1. resign as trustee of the Trust or appoint a new or additional trustee of the Trust;
 - 10.3.2. cause the Trust to vest;
 - 10.3.3. distribute or appoint the whole or any part of the capital of the trust fund of the Trust;
 - 10.3.4. repay any unsecured loans from time to time owing by the purchaser as trustee of the Trust in its own right or pay any interest on any such unsecured loans;

- 10.3.5. permit the purchaser to become disqualified from continuing to act as such trustee;
- 10.3.6. do anything which would or might constitute a breach of trust, nor cause or suffer or permit anything which would or might constitute a breach of the terms of the Trust or prejudice the right of the purchaser as trustee of the Trust to be indemnified from the trust fund; or
- 10.3.7. cause or suffer any instrument constituting the Trust to be varied in any respect.
- 10.4. that the purchaser will inform the vendor in writing immediately upon notice of any proposal for a change of trustee of the Trust or change in the trust deed coming to the purchaser's attention; and
- 10.5. that nothing contained or implied in this special condition or in any notification given to the vendor by or on behalf of the purchaser (whether before or after the day of sale) will oblige or require the vendor to take notice of any actual, contingent or future interest of any person in or under the Trust and the vendor will be entitled to exercise all of its rights, powers, authorities and discretions conferred by this contract or by law or implied in the same manner and to the same extent as if the purchaser executed this contract in the purchaser's own right.

11. PURCHASER'S DEFAULT

- 11.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
 - 11.1.1. the purchaser exercises, or purports to exercise, a Restricted Right in circumstances prevented by this contract;
 - 11.1.2. an order is made or a resolution is passed for the winding up of the purchaser;
 - 11.1.3. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - 11.1.4. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
 - 11.1.5. execution is levied against the purchaser, and is not satisfied within 30 days;
 - 11.1.6. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser;
 - 11.1.7. a guarantor who is a natural person:
 - 11.1.7.1. *becomes bankrupt;*
 - 11.1.7.2. *takes or tries to take advantage of Part X of the Bankruptcy Act 1966;*
 - 11.1.7.3. *makes an assignment for the benefit of their creditors; or*
 - 11.1.7.4. *enters into a composition or arrangement with their creditors.*
- 11.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 11.2.1. the remedy by the purchaser of the relevant default;
 - 11.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the Land, calculated from settlement; and

- 11.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

12. FOREIGN INVESTMENT REVIEW BOARD

- 12.1. The purchaser warrants to the vendor that:
 - 12.1.1. the purchaser has not breached any Foreign Investment Laws in entering into this contract; and
 - 12.1.2. the purchaser has obtained all Foreign Investment Approvals required to enter into and fulfil its obligations pursuant to this contract, prior to the day of sale.
- 12.2. If any warranty in special condition 12.1 is untrue in any way:
 - 12.2.1. the purchaser will be in default under this contract; and
 - 12.2.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty.
- 12.3. This warranty and indemnity will not merge upon settlement.

13. OUTGOINGS - LAND NOT SEPARATELY ASSESSED

- 13.1. General condition 15 does not apply to this contract in relation to any Outgoings which are not separately assessed at settlement in relation to the Land.
- 13.2. If the Land is not separately assessed in respect of any Outgoings then the apportionment or adjustment of those Outgoings assessed in respect of the Land shall be determined as at settlement by calculating the proportion which the area of the Land bears to the total area of all the lots included in the assessment (but disregarding any land included in the assessment which at settlement is Common Property, public land or land used for public purposes, such as roads and reserves) and on the basis that such Outgoings will or have been paid by the vendor.
- 13.3. Adjustment of rates, charges and like Outgoings at settlement will be made on the basis that the purchaser accepts the sole responsibility for all and any supplementary rates or charges and like outgoings which may be levied after settlement and the vendor shall not be obliged to adjust or be liable for any part thereof.
- 13.4. If, at settlement, the assessment for any Outgoings has not been issued to or received by the vendor:
 - 13.4.1. the vendor may make a reasonable estimate of those Outgoings and any adjustment must be made on the basis of that estimate; or
 - 13.4.2. the vendor may determine the reasonable basis for adjustment (which may include that there is no adjustment made),in which case the parties must adjust or readjust those Outgoings (as the case may be) upon receipt of the assessment by the vendor.

14. PLANNING, RESTRICTIONS, PERMITS AND APPROVALS

- 14.1. The Land is sold subject to:
 - 14.1.1. any restriction as to use or development under any order, scheme, regulation, by-law, permit or approval, made issued or imposed by any Responsible Authority (including the restrictions contained in the Permit);
 - 14.1.2. any development deed or agreement made between the vendor and any Responsible Authority. Without limiting this special condition, the vendor discloses, and the purchaser acknowledges that a Responsible Authority may require the vendor to enter into a Section 173 Agreement in relation to any matter referred to in the Permit and the vendor may determine the terms of such

agreement at its absolute discretion. The purchaser acknowledges that such an agreement will bind the purchaser;

14.1.3. all registered and implied easements existing over or upon or affecting the Land and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the Land;

14.1.4. the Permit;

14.1.5. any restriction on use or development under any planning schemes affecting the Land,

and no such restriction will constitute a defect in the vendor's title or affect the validity of this contract and the purchaser cannot make any Claim against the vendor in respect of compliance or non-compliance with any such restriction.

14.2. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Section 32 Statement does not constitute a defect in title and the purchaser cannot make any requisition objection or claim for compensation or exercise any Restricted Right in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the Land.

15. DEVELOPMENT OF PARKLANE GARDENS

15.1. The purchaser acknowledges that:

15.1.1. Parklane Gardens is being developed progressively by the vendor; and

15.1.2. this involves or will involve (amongst other things) the carrying out of construction works and the making of planning and building applications of various types to Responsible Authorities.

15.2. Without limiting special condition 15.1, the purchaser must:

15.2.1. not make or maintain any objection, appeal, Claim, demand or suit either alone or jointly with others against any of the Applications;

15.2.2. not exercise any Restricted Right in relation to any dust, noise or traffic interference which results from the ongoing development of Parklane Gardens;

15.2.3. not do or omit to do anything which would prevent the vendor from developing and completing Parklane Gardens (including selling lots within Parklane Gardens);

15.2.4. consent (as an adjoining owner or an owner within Parklane Gardens) to any Application made by or on behalf of the vendor (and its associated entities) in relation to the development of Parklane Gardens; and

15.2.5. not exercise any Restricted Right because the vendor (and its associated entities) is developing land within Parklane Gardens (including adjacent to the Land) for any purpose; and

15.3. The purchaser acknowledges that the vendor (and its associated entities) is under no obligation to the purchaser (and its associated entities or successor in title of the purchaser) to enforce covenants given by purchasers and occupants of lots within Parklane Gardens in favour of the vendor (and its associated entities).

15.4. This special condition does not merge on settlement.

16. IDENTITY OF LAND

16.1. Without limiting general condition 3, the purchaser cannot exercise any Restricted Right in respect of any:

16.2. deficiency in area, measurements, boundaries, occupation, title starting point or otherwise of the Land or the Land Being Developed; and

16.3. any minor variations or discrepancy between on the one hand the Land or the Land Being Developed as described in this contract or as inspected by the purchaser and on the other hand the Land as shown on the Plan of Subdivision.

17. ACCESS RIGHTS FOR CONSTRUCTION

- 17.1. The purchaser acknowledges that:
 - 17.1.1. the Land is part of the Land Being Developed on which surveying, engineering and construction works are being, and may still be after settlement, carried out; and
 - 17.1.2. the vendor, its employees, contractors, consultants and other invitees may need access to the Land for carrying out surveying, engineering and construction of works on lots adjoining the Land.
- 17.2. The purchaser will allow the vendor, its employees and contractors consultants and other invitees an irrevocable right of access to the Land after settlement for carrying out surveying, engineering and construction works on lots adjoining the Land on the condition that:
 - 17.2.1. the access rights only be exercised where it is impracticable, in the opinion of the vendor acting reasonably, for surveying, engineering and construction works to be carried out without obtaining such access and then only to the extent necessary;
 - 17.2.2. the vendor ensures that as little damage is done to the Land and disturbance to its occupants as is practicable having regard to the nature of the surveying, engineering and construction works and, where there is damage to the Land, it be made good as soon as practicable at the vendor's expense; and
 - 17.2.3. the access rights for carrying out the surveying, engineering and construction works on an adjoining lot will lapse in relation to that adjoining lot once surveying, engineering and construction works on that adjoining lot are completed.
- 17.3. Notwithstanding special condition 1.40, the right of access under this special condition ends when the purchaser (or successor) commences construction of a dwelling on the Land.
- 17.4. If at any time the purchaser sells the Land, the purchaser will ensure that its successor in title enters into a deed with the vendor conferring upon the vendor the rights as set out in this special condition.

18. DESIGN GUIDELINES

- 18.1. The purchaser must comply with the Design Guidelines in force at the time the purchaser submits its Design Plans for approval under special condition 19.
- 18.2. The purchaser acknowledges that it must not object or require the vendor to take any action in respect of the Design Guidelines.
- 18.3. The purchaser acknowledges being informed by the vendor that under the Design Guidelines the purchaser is to submit Design Plans for approval and endorsement.
- 18.4. In the event of any conflict arising between building legislation, the Restrictions, the provisions of this contract and the Design Guidelines then, to the extent of any such conflict, they will be ranked in priority as follows:
 - 18.4.1. first, the building legislation;
 - 18.4.2. second, any Restrictions;
 - 18.4.3. third, the provisions of this Contract; and
 - 18.4.4. fourth, the Design Guidelines.

19. PURCHASER'S SUBMISSION OF DESIGN PLANS

- 19.1. The purchaser acknowledges and agrees with the vendor that before securing any building approval for any dwelling or other structure on the Land under building legislation (improvement), the purchaser must:
 - 19.1.1. submit Design Plans for the construction of the improvement on the Land to the Design Panel; and
 - 19.1.2. pay the Design Panel its application fee for assessing the Design Plans.
- 19.2. The Design Plans submitted by the purchaser must accord with the requirements of the Design Guidelines and the Restrictions.

- 19.3. Any decision made by the Design Panel in respect to the purchaser's Design Plans will be final and binding.
- 19.4. The vendor will use its best endeavours to cause the Design Panel to consider the Design Plans within 15 Business Days after the Design Plans are submitted by the purchaser to the Design Panel. After consideration, the Design Panel must either:
- 19.4.1. advise the purchaser that the Design Plans are approved; or
- 19.4.2. advise the purchaser of any amendments required to be made to the Design Plans.
- 19.5. If the Design Panel requires amendments to the Design Plans then the purchaser must negotiate in good faith with the Design Panel to incorporate those amendments in the Design Plans and to then re-submit the amended Design Plans to the Design Panel for approval.
- 19.6. The Design Panel will advise the purchaser that the Design Plans are approved and the Design Plans will then be the "Approved Design".
- 19.7. The purchaser may only vary the siting, design or style of an improvement referred to in an Approved Design:
- 19.7.1. so as to comply with the requirements of a Responsible Authority; or
- 19.7.2. with the prior consent of the vendor, who will consult with the Design Panel.
- 19.8. The purchasers for themselves and their successors in title to the Land covenant with the vendor that they will carry out and complete the construction of the improvements in accordance with the Approved Design.
- 19.9. The purchaser acknowledges and agrees that the benefit of the covenant made by the purchaser pursuant to Special Condition 19.8 will run with the estate of the vendor (other than the Land) and that the burden will be annexed to and run with the Land.
- 19.10. The purchaser acknowledges that this special condition does not merge at settlement but enures for the benefit of the vendor.
- 19.11. Neither party will have any right to compensation or damages against the other party because of the exercise by the vendor and the Design Panel as its agent, of its rights under this special condition.

20. RESTRICTIVE COVENANT

- 20.1. The instrument of transfer to the purchaser must create a covenant as follows:
- "The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.
- Burdened land: the Land
- Benefited land: All lots in the Plan of Subdivision except the land transferred [set out]
- Restrictive covenant: MCP AA8371"
- 20.2. The memorandum of common provisions (**MCP**) required for special condition 20.1 will be the reference allocated by the Registrar of Titles for the restrictive covenants set out in proposed form of Memorandum of Common Provisions attached to the Section 32 Statement (**Restrictions**).
- 20.3. The restrictions described in special condition 20.1 are in addition to any restriction created on registration of the Plan of Subdivision.
- 20.4. This special condition is omitted.
- 20.5. The purchaser cannot exercise any Restricted Right based on any matter arising in relation to the restrictions referred to in this special condition.

21. BUILDING ENVELOPES

- 21.1. The purchaser acknowledges and agrees that:
 - 21.1.1. if the land sold under this contract is subject to a Building Envelope, no building can be constructed on the lot outside the Building Envelope;
 - 21.1.2. Building Envelopes are indicative only and are subject to amendment by the Responsible Authority or building regulations;
 - 21.1.3. the purchaser is solely responsible for compliance with the requirements of the building regulations or a Responsible Authority in respect to the siting of any building on the Lot and cannot exercise any Restrictive Right in respect to restrictions on the siting of buildings on the land.
- 21.2. This special condition will inure for the benefit of the vendor after settlement.

22. UTILITIES

- 22.1. The vendor will install mains infrastructure (**Utilities Infrastructure**) within the road reserves located within the Land Being Developed to facilitate the supply of Utilities.
- 22.2. The purchaser is responsible for and bears the costs associated with the connection from the Utilities Infrastructure to the Land of the Utilities, including the cost of installing any meter for the Land.
- 22.3. Despite special condition 22.1 the vendor may connect any or all Utilities to the Land, in which case at settlement, the purchaser must adjust in favour of the vendor any costs incurred by the vendor for the:
 - 22.3.1. connection of the Utilities or any of them; and
 - 22.3.2. installation of any meter for the Land.
- 22.4. For the avoidance of doubt, the vendor is not obliged to supply or connect the Utilities or any of them to the Land, and the purchaser must not make any Claims, requisition or objection or delay Settlement in respect of a failure by the vendor to supply or connect the Utilities or any of them.

23. NATIONAL BROADBAND NETWORK

- 23.1. The purchaser acknowledges that as part of the development of Parklane Gardens, the vendor has been required to enter into an agreement (**NBN Agreement**) with NBN Co Ltd in relation to provision of the NBN Co Network Infrastructure to the Land and other Lots on the Land Being Developed.
- 23.2. The purchaser acknowledges that:
 - 23.2.1. NBN Co Building Ready Specifications must be complied with by the purchaser and its agents to enable connection of the dwelling on the Land to the NBN Co Network Infrastructure; and
 - 23.2.2. any failure to comply with NBN Co Building Ready Specifications will:
 - 23.2.2.1. prevent connection of the dwelling on the Land to the NBN Co Network Infrastructure; and/or
 - 23.2.2.2. require the purchaser to incur additional costs in order to connect to the NBN Co Network Infrastructure.
- 23.3. In order to ensure the terms of the NBN Agreement are complied with, the purchaser warrants that:
 - 23.3.1. it will notify any person to whom it sells the Land of the matters referred to in this special condition 23; and
 - 23.3.2. it will ensure that any person whom it sells the Land:
 - 23.3.2.1. agrees to notify any subsequent purchaser of such matters; and
 - 23.3.2.2. ensures that this notification obligation is a continuing obligation on any subsequent purchaser of the Land.

24. FENCING

- 24.1. The purchaser acknowledges and agrees with the vendor that:
- 24.1.1. the purchaser takes the land in its present condition and the purchaser shall not call upon the vendor to pay for or contribute to the cost of the construction of fences whether or not notices to fence have been served on the vendor on or before the day of sale; and
 - 24.1.2. whilst the vendor is the owner of any land adjacent or contiguous to the land being purchased by the purchaser, the purchaser and his successors in title will not require the vendor to pay for or contribute to the cost of a fence or fences between the land retained by the vendor and the land sold under this contract.
- 24.2. The purchaser warrants that the purchaser will notify its successors in title or transferees that the vendor is not obliged to pay for or contribute to the costs of a fence or fences and the purchaser indemnifies the vendor in relation to this.
- 24.3. Where the vendor is required for any reason, including as a term or condition of any Permit issued in respect of the development of the land being purchased to construct a fence, and the vendor does so at any time, including before the day of settlement on this sale, the purchaser shall contribute one half of the cost of construction of the fences on the land, whether or not notices to fence have been served on the purchaser.
- 24.4. The obligations imposed by this special condition 24 do not merge upon settlement.

25. CONSENT REQUIRED TO SELL

- 25.1. Until the last to occur of:
- 25.1.1. completion of settlement under this contract; and
 - 25.1.2. the vendor ceasing to be the registered proprietor of any part of the Land Being Developed,
- the purchaser must not:
- 25.1.3. erect any signage on the Land advertising it for sale; or
 - 25.1.4. sell or transfer or intend to enter into a contract for the sale or transfer, of the Land to another person (**Subsequent Purchaser**),
- without the vendor's prior written consent, which the vendor may withhold in its absolute discretion.
- 25.2. If the vendor consents under special condition 25.1 the purchaser must ensure:
- 25.2.1. the contract or agreement with the Subsequent Purchaser is conditional upon the Subsequent Purchaser obtaining the vendor's consent to the sale or transfer and the Subsequent Purchaser executing the deed described in special condition 25.2.2 ;
 - 25.2.2. the Subsequent Purchaser covenanting by deed in favour of the vendor to be bound by the purchaser's acknowledgements and obligations pursuant to the Continuing Conditions in the form reasonably required by the vendor; and
 - 25.2.3. at the same time as requesting the vendor's consent, pay the vendor's reasonable administrative and legal costs in relation to considering the request for consent, which are agreed to be \$550.00 (inclusive of GST).
- 25.3. The purchaser indemnifies the vendor against all claims or loss incurred by the vendor arising from the purchaser's failure to comply with this special condition.
- 25.4. This special condition does not merge on settlement or registration of the transfer of land.
- Note: Special condition 25.1.4 does not extend to nomination of a substituted or additional purchaser under general condition 18 (as amended by special condition 6.7)

26. MARKETING MATERIALS

- 26.1. The purchaser acknowledges that:

- 26.1.1. any photographs and other images created for the marketing of Parklane Gardens are for illustrative purposes only and cannot be relied upon by the purchaser including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
- 26.1.2. the Vendor has no control over development by parties unrelated to the Vendor or property surrounding or nearby the Development;
- 26.1.3. the development of property surrounding or nearby the Development may affect actual views that will be available from the Development when it is completed;
- 26.1.4. the description of areas and measurements appearing in any marketing material with respect to the Development are approximations only and may differ from such actual areas and measurements on completion of the Development; and
- 26.1.5. the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only.
- 26.2. The purchaser may not exercise any Restricted Right because of any views depicted in the vendor's marketing materials differing from the potential views depicted in the marketing materials due to:
 - 26.2.1. development of property surrounding or nearby the Land Being Developed; or
 - 26.2.2. as a result of any other act, matter or thing including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials.
- 26.3. The information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

27. **ENVIRONMENTAL PROVISIONS**

- 27.1. The purchaser accepts the condition of the Land including, without limitation, the presence of any Contaminant in, on, under or emanating from the Land.
- 27.2. The purchaser acknowledges that the vendor makes no representations or warranties that the Land complies with Environmental Law.
- 27.3. The purchaser agrees:
 - 27.3.1. that it will be responsible for complying with all legislation, requirements or notices in relation to any Contaminant in, on, under or emanating from the Land whenever the Contamination may have been caused;
 - 27.3.2. not to take any action or make any claim for compensation or damages, costs or expenses against the vendor and its servants, agents and officers in relation to the condition of the Land;
 - 27.3.3. to continually indemnify the vendor and its servants, agents and officers against any liability, claim or proceeding in respect of any Loss, damage or expense arising from or relating in any way to any:
 - 27.3.3.1. Contaminant in, on, under or emanating from the Land whenever the Contamination may have been caused or may have arisen; and
 - 27.3.3.2. non-compliance with Environmental Law.
- 27.4. The vendor need not incur any expense or make any payment to enforce this indemnity.

28. **RELEASE OF SECURITY INTEREST**

- 28.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the Personal Property Securities Act 2009 (Cth) (**Act**) applies.
- 28.2. Subject to special condition 28.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement;

- 28.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the property sold under this contract to reflect the release of the Land from the security interest; or
- 28.2.2. a written document from the holder of the security interest stating that the Land is not subject to the security interest.
- 28.3. The vendor is not obliged to comply with special condition 28.2 if;
 - 28.3.1. the holder of the security interest is the proprietor of a registered mortgage over the Land;
 - 28.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
 - 28.3.3. the purchaser will take the Land free of security interest by operation of Part 2.5 of the Act.

29. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 29.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 29.2. Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 29.3. This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the Land is 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.
- 29.4. 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.
- 29.5. The purchaser must:
 - 29.5.1. 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 special condition; and
 - 29.5.2. ensure that the representative does so.
- 29.6. 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:
 - 29.6.1. 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 special condition if the sale of the Land settles;
 - 29.6.2. promptly provide the vendor with proof of payment; and
 - 29.6.3. otherwise comply, or ensure compliance with, this special condition; despite:
 - 29.6.4. any contrary instructions, other than from both the purchaser and the vendor; and

- 29.6.5. any other provision in this contract to the contrary.
- 29.7. The representative is taken to have complied with the obligations in special condition 29.6 if:
- 29.7.1. the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- 29.7.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 29.8. 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.
- 29.9. 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.
- 29.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

30. ELECTRONIC SETTLEMENT

- 30.1. Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This special condition has priority over any other provision of this contract to the extent of any inconsistency.
- 30.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 30 ceases to apply from when such a notice is given.
- 30.3. Each party must:
- 30.3.1. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- 30.3.2. 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
- 30.3.3. conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 30.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 30.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 30.6. Settlement occurs when the workspace records that:
- 30.6.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- 30.6.2. 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.

- 30.7. The parties must do everything reasonably necessary to effect settlement:
- 30.7.1. electronically on the next business day, or
 - 30.7.2. 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 30.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 30.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 30.9. The vendor must before settlement:
- 30.9.1. deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - 30.9.2. direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - 30.9.3. 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
 - 30.9.4. direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

31. GST WITHHOLDING

- 31.1. Words and expressions defined or used in the Withholding Legislation or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk (*) are defined or described in at least one of those Acts.
- 31.2. If section 14-255(1) applies to the supply being made under this contract, the vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 7 days before the due date for settlement.
- 31.3. Without limiting special condition 31.2, the vendor may issue a notice in accordance with section 14-255 even if the words “GST Withholding applies” do not appear in the GST Withholding Notice section of the particulars of sale of this contract (in which case the later notice issued by the vendor replaces the notice contained in this contract of sale).
- 31.4. If the purchaser:
- 31.4.1. is registered (within the meaning of the GST Act); and
 - 31.4.2. acquires the land sold pursuant to this contract for a *creditable purpose, the purchaser:
 - 31.4.3. must notify the vendor in writing as soon as reasonably practicable (but in any case, at least 10 days prior to the due date for settlement) that the purchaser is registered and is acquiring the land sold pursuant to this contract for a creditable purpose; and
 - 31.4.4. warrants that the information contained in the notice referred to in special condition 31.4.3 is true and correct (and the warranty given in this special condition is given by the purchaser on date of the notice and on each day thereafter until and including the day of settlement and payment of the price and any GST to the vendor).

- 31.5. If the purchaser is required to withhold an Amount, the purchaser must provide to the vendor:
- 31.5.1. at least 5 days before settlement, confirmation that the Form One has been submitted to the ATO (and such notice must confirm the withholding Amount as notified to the ATO and the lodgement reference number and payment reference number issued by the ATO); and
 - 31.5.2. except where the purchaser has complied with special condition 31.8, as soon as practicable after payment, evidence of submission of Form Two to the ATO.
- 31.6. If there is more than one purchaser and the purchasers are acquiring the land as tenants-in-common, the purchaser must notify the vendor in writing at least 10 days prior to settlement of the proportion being acquired by each purchaser. For the purposes of this special condition, the purchaser satisfies its obligations where the purchaser has provided the transfer of land to the vendor and the transfer sets out the proportion being acquired by each purchaser.
- 31.7. Without limiting special conditions 31.2 to 31.5 (inclusive) a party must provide the other party with such information as the other party requires to:
- 31.7.1. decide if an Amount is required to be paid or the quantum of it,
 - 31.7.2. comply with the vendor's notice obligation to pay the *Amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or
 - 31.7.3. comply with the purchaser's obligations under section 14-255.
- 31.8. If the purchaser is required to withhold an Amount and settlement is completed in accordance with the Electronic Conveyancing National Law, the Amount must be included in the settlement statement and paid to the Commissioner through the electronic conveyancing platform on which settlement is conducted.
- 31.9. If the purchaser is required to withhold an Amount and special condition 31.8 does not apply:
- 31.9.1. the purchaser must provide a bank cheque at settlement for the Amount payable to "Commissioner of Taxation" (or made out to such other party as the Withholding Legislation requires), for payment in accordance with special condition 31.9.2 or 31.9.3;
 - 31.9.2. if requested to do so by the vendor in writing no later than 2 days prior to settlement, the purchaser must provide the bank cheque referred to in special condition 31.9.1 to the vendor at settlement, in which case the vendor must provide the cheque to the Commissioner of Taxation following settlement in a manner and at the time required by the Withholding Legislation;
 - 31.9.3. where the vendor has not issued a written request in accordance with special condition 31.9.2, the purchaser must:
 - 31.9.3.1. if it has not already done so, engage a legal practitioner or conveyancer (**Representative**) to act on the purchaser's behalf in relation to satisfying the purchaser's obligations under this special condition;
 - 31.9.3.2. irrevocably instruct and direct (**Instruction**) its Representative to remit the Amount in a manner and at the time required by the Withholding Legislation;
 - 31.9.3.3. provide a copy of the Instruction and its Representative's acknowledgement of the Instruction to the vendor within 2 days of being requested to do so by the vendor;
 - 31.9.3.4. pay the Amount in a manner and at the time required by the Withholding Legislation; and
 - 31.9.3.5. provide evidence to the vendor (to the vendor's absolute satisfaction) of the purchaser's payment of the Amount to the Commissioner of Taxation within 3 days of making such payment.

- 31.10. The purchaser acknowledges and agrees that the Withholding Legislation and this special condition do not limit the purchaser's obligation to pay the price and GST (if applicable) to the vendor pursuant to this contract.
- 31.11. An Amount withheld and paid in accordance with special condition 31.9 is taken to have been paid to the vendor.
- 31.12. 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 where the penalty or interest arises due to the vendor's breach of special condition 31.9.2).
- 31.13. If the purchaser nominates one or more additional or substitute purchasers, the purchaser must procure that the nominee (or nominees) comply with the purchaser's obligations under this special condition as though the nominee was the purchaser named in this contract.
- 31.14. This special condition will not merge on settlement.

32. STAMP DUTY- PURCHASERS BUYING IN UNEQUAL INTEREST

- 32.1. If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records on the Day of Sale the proportions in which they are buying the Land ("the proportions").
- 32.2. If the proportions recorded in the transfer differ from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 32.3. The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner of conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

33. RECYCLED WATER

The parties acknowledge and agree that:

- 33.1. it is a condition of the Permit that recycled water must be used on the Land Being Development, including the Land;
- 33.2. the vendor makes no warranty that City West Water or any other responsible authority will actually construct the necessary mains or make recycled water available to the Land or any part of the Land Being Developed;
- 33.3. if recycled water is made available to the Land by City West Water or any other responsible authority, the vendor will arrange for installation on the Land Being Developed of the infrastructure necessary to supply recycled water to the title boundary of the Land and the purchaser must use recycled water on the Land;
- 33.4. no warranty or representation has been given or is to be construed by the vendor that recycled water will be available at any particular time and the purchaser cannot exercise any Restricted Right as a direct or indirect consequence of any delay in the supply of recycled water to the Land;
- 33.5. the purchaser must, at its own cost, plumb any dwelling constructed on the Land for the use of recycled water for toilet flushing, irrigation and external use and must notify any party constructing on the Land of these requirements;
- 33.6. the purchaser cannot opt to provide a rainwater tank for toilet flushing in this area as an alternative to connecting to City West Water's recycled water network; and
- 33.7. the purchaser must comply with any directions and requirements specified by City West Water or any other responsible authority related to the connection of recycled water to and its use by a dwelling on the Land.

34. COMMUNITY INFRASTRUCTURE LEVY

- 34.1. The purchaser acknowledges that a Community Infrastructure Levy may be payable in respect of the Land and that building approval for any dwelling or other structure on the Land under building legislation may not be granted until such time as the Community Infrastructure Levy is paid.

- 34.2. The purchaser agrees that if a Community Infrastructure Levy is payable, the purchaser must pay the Community Infrastructure Levy.
- 34.3. If a Community Infrastructure Levy is paid by the vendor on or prior to settlement, at the vendor's direction, the purchaser must allow this sum as an adjustment in favour of the vendor at settlement.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

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

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

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

- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by—
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

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

28. DEFAULT NOT REMEDIED

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

GUARANTEE AND INDEMNITY

TO: TOTAL PERSON PTY LTD ACN 005 963 904

LAND: 16 MADELEINE WAY, WYNDHAM VALE 3024

We, _____
of _____

in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein HEREBY JOINTLY AND SEVERALLY COVENANT for ourselves and our executors and administrators as the case may be with the vendor that if at any time default is made in the payment of any part of the purchase moneys or of any other moneys payable by the purchaser to the vendor under the contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the purchaser we will forthwith on demand by the vendor pay the whole or such part of the purchase price or other moneys as are then due and payable to the vendor and will keep the vendor indemnified against any loss of purchase money interest and other moneys payable under the contract and against all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the vendor in enforcing or by any extension of time given to the purchaser for the payment of any moneys payable under the contract or for the performance or observance of any of the agreements obligations or conditions under the contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators as the case may be.

IN WITNESS whereof we have hereunto set our hands and seals the

_____ day of _____

SIGNED SEALED AND DELIVERED by the said

.....

in the presence of:

Witness

SIGNED SEALED AND DELIVERED by the said

.....

in the presence of:

Witness

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

16 Madeleine Way, Wyndham Vale 3024

Vendor's name

Total Person Pty Limited ACN 005 963 904

Date

/ /

**Vendor's
signature**

Director/Secretary

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

- 1.1.1 The property sold under the contract to which this statement applies is not yet separately rated. As a result of subdivision of the property there will be a supplemental valuation for rating purposes that will result in supplementary notices for rates being issued in due course for the property.
- 1.1.2 The purchaser will become liable from the date of settlement for all levies and charges in relation to the property, including any supplementary rates notices, which cannot yet be quantified.
- 1.1.3 The purchaser may be required to pay utility connection fees.

(a) Their total does not exceed:

\$5,000.00

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

To

Property Fire Services Levy

Other particulars (including dates and times of payments):

Levied as part of municipal rates

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

- 3.1.1 the easements existing over the Land by virtue of Section 98 of the Transfer of Land Act 1958 and any easements or rights implied by Section 12 of the Subdivision Act 1988;
- 3.1.2 any encumbrances in favour of Melbourne Water Corporation or City West Water Corporation;
- 3.1.3 any restrictions contained in any planning permit, as amended from time to time, including without limitation any requirement by Wyndham City Council;
- 3.1.4 Planning permit No. WYP9561/16; and
- 3.1.5 the approved design guidelines.

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

The required specified information is as follows:

Name of planning scheme	Wyndham Planning Scheme
Name of responsible authority	Wyndham City Council
Zoning of the land	Urban Growth Zone - Schedule 8
Name of planning overlay	Development Contributions Overlay - Schedule 11

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Nil.

4.3. Compulsory Acquisition

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

Nil.

5 BUILDING PERMITS

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

Not Applicable.

6 SERVICES

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

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

6.2 The services listed in 6.1 will be available from mains supplies to a supply connection point adjacent to the frontage of the property. The purchaser should check with the appropriate authority as to the cost of connecting services and metering installation as such costs are the sole responsibility of the purchaser.

7 TITLE

Attached are copies of the following documents:

7.1 (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.

8 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)

9 ATTACHMENTS

Certificate of Title Volume 12516 Folio 716
Plan of Subdivision PS805599T
Section 173 Agreement AK219492W
Section 173 Agreement AS424290V
Section 173 Agreement AS777497A
Planning Permit No. WYP9561/16
Plans endorsed under planning permit conditions 31 and 32
Endorsed building guidelines
Memorandum of Common Provisions AA8371 (refer special condition 20)
Wyndham City Council – Land Information Certificate
State Revenue Office – Property Clearance Certificate
Planning Property Report

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

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

VOLUME 12516 FOLIO 716

Security no : 124112465270U
Produced 07/02/2024 04:25 PM

LAND DESCRIPTION

Lot 424 on Plan of Subdivision 805599T.
PARENT TITLE Volume 12461 Folio 755
Created by instrument PS805599T 25/11/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TOTAL PERSON PTY LTD of LEVEL 1 427 BLACKBURN ROAD MT WAVERLEY VIC 3149
PS805599T 25/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU708138D 19/08/2021
NATIONAL AUSTRALIA BANK LTD

COVENANT PS805599T 25/11/2023

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
AK219492W 04/03/2013

AGREEMENT Section 173 Planning and Environment Act 1987
AS424290V 09/08/2019

AGREEMENT Section 173 Planning and Environment Act 1987
AS777497A 05/12/2019

DIAGRAM LOCATION

SEE PS805599T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS805599T (B)	PLAN OF SUBDIVISION	Registered	25/11/2023
AX487590J	REMOVAL OF ENCUMBRANCE	Registered	25/11/2023
AX472592N (B)	REMOVAL OF ENCUMBRANCE	Registered	25/11/2023

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

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

Street Address: 16 MADELEINE WAY WYNDHAM VALE VIC 3024

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 25/11/2023



DOCUMENT END

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PLAN OF SUBDIVISION			EDITION I	PS805599T	
<p>Location of Land</p> <p>Parish: Werribee</p> <p>Section: 9</p> <p>Crown Portions: A (Part) and B (Part)</p> <p>Section: 6</p> <p>Crown Allotments: 1A (Part) and 1B (Part)</p> <p>Title Reference: Vol. 12461 Fol. 755</p> <p>Last Plan Reference: PS817136U Lot B</p> <p>Postal Address: 530 Ballan Road (at time of subdivision) Wyndham Vale Vic 3024</p> <p>MGA94 Co-ordinates: E: 290400 Zone: 55 (of approx centre of land in plan) N: 5805900 GDA 94</p>			<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS5694/21 Planning Permit Reference: WYP9651/16 SPEAR Reference Number: S176510S</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 29/08/2022</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Maria Pereira for Wyndham City Council on 25/10/2023</p> <p>Statement of Compliance issued: 14/11/2023</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
Identifier		Council/Body/Person			
ROADS RI		WYNDHAM CITY COUNCIL			
		<p>Number of lots: 26</p> <p>Area of stage: 1.150ha</p> <p>Lot identifiers 1 to 400 (both inclusive) have been omitted from this plan.</p> <p>Lots 402 to 410 (both inclusive) , 412, 413, 415 to 421 (both inclusive), 423 to 425 (both inclusive) are defined as Type A lots under the Small Lot Housing Code.</p> <p>Other purpose of plan: 1. Creation of Restrictions (see sheet 5)</p> <p>2. To remove the Drainage and Sewerage Easements created in PS817135W within Madeleine Way Pursuant to Schedule 5, Clause 14 of the Road Management Act 2004.</p> <p>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</p>			
NOTATIONS					
Depth Limitation: 15.24 metres applies to that part of the land in Crown Allotment 1B					
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision.</p> <p>Planning Permit No. WYP 9651/16</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p>					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	SEE DIAG.	PS817135W	MELBOURNE WATER CORPORATION	
E-2	SEWERAGE	SEE DIAG.	PS817135W	GREATER WESTERN WATER	
E-3	DRAINAGE	SEE DIAG.	PS817135W	MELBOURNE WATER CORPORATION	
E-3	SEWERAGE	SEE DIAG.	PS817135W	GREATER WESTERN WATER	
SURVEYORS NAME: MALCOLM JOHN PERRIAM SURVEYORS FILE REF: 9855/4/01 Version No: 5 985540lv5.lcd			PARKLANE GARDENS - STAGE 4		
PEYTON WAITE CONSULTING LAND SURVEYORS & TOWN PLANNERS LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079 PHONE 94784933 A.C.N. 004 963 884		Digitally signed by: Malcolm Perriam, Licensed Surveyor, Surveyor's Plan Version (5), 26/09/2023, SPEAR Ref: S176510S		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
				PLAN REGISTERED TIME: 10:25 AM DATE: 25/11/2023 C.A.G. Assistant Registrar of Titles	

PS805599T

CREATION OF RESTRICTIONS

Upon registration of this plan the following Restrictions shall be created:

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

Land to Benefit: Lots 401 to 426 (both inclusive)

Land to be Burdened: Lots 402 to 410 (both inclusive), 412, 413, 415 to 421 (both inclusive), 423, 424 & 425

Restriction: The burdened land cannot be developed except in accordance with the provisions of the Small Lot Housing Code incorporated in the Wyndham Planning Scheme.

Expiry date: 10 years after registration of this plan.

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

Land to Benefit: Lots 401 to 426 (both inclusive)

Land to be Burdened: Lots 402 to 410 (both inclusive), 412, 413, 415 to 421 (both inclusive), 423, 424 & 425

Restriction: Not more than a single dwelling shall be built on each lot described under the burdened land.

Expiry date: 10 years after registration of this plan

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

Land to Benefit: Lots 401 to 426 (both inclusive)

Land to be Burdened: Lots 401, 413, 414 and 422

Restriction: The burdened land shall not construct a boundary fence to no more than 1.2m height forward of the front wall of the building

Expiry date: 10 years after the registration of this plan

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

Land to Benefit: Lots 401 to 426 (both inclusive)

Land to be Burdened: Lots 401 to 426 (both inclusive)

Restriction: Shall not construct a dwelling or a commercial building on the burdened lot unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

Expiry date: 10 years after the registration of this plan

SURVEYORS NAME: MALCOLM JOHN PERRIAM
SURVEYORS FILE REF: 9855/4/01
Version No: 5

985540lv5.lcd

PARKLANE GARDENS - STAGE 4**PEYTON WAITE**

CONSULTING LAND SURVEYORS & TOWN PLANNERS
LEVEL 1 240 LOWER HEIDELBERG ROAD EAST IVANHOE 3079
PHONE 94784933 A.C.N. 004 963 884

Digitally signed by: Malcolm Perriam, Licensed Surveyor,
Surveyor's Plan Version (5),
26/09/2023, SPEAR Ref: S176510S

ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by:
Wyndham City Council,
25/10/2023,
SPEAR Ref: S176510S

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Form 18

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Harwood Andrews Lawyers
Phone: 5225 5225
Address: 70 Gheringhap Street, Geelong, 3220
DX 22019 Geelong
Ref: 2SSM:21105643
Customer Code: 2235J


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

Land: Certificate of title volume 9317 folio 266

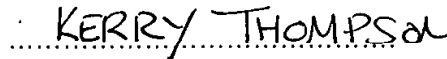
Authority: The Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee 3030

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

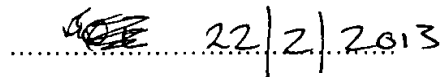
A copy of the agreement is attached to this application.



Signature for the Authority:

 - CEO

Name of Officer and position held:



Date:

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SECTION 173 AGREEMENT

PROPERTY: 504 -530 Ballan Road, Wyndham Vale

TOTAL PERSONS PTY LTD

(Owner)

- and -

WYNDHAM CITY COUNCIL

(Council)

2SSM:21105643

Harwood Andrews Pty Ltd
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

AK219492W



**AGREEMENT UNDER SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987**

THIS AGREEMENT is made the *22nd* day of *February 2013*

PARTIES:

1. **WYNDHAM CITY COUNCIL** ABN 38 393 903 860 of Civic Centre, 45 Princes Highway, Werribee, 3030 (Council)
2. **TOTAL PERSONS PTY LTD** ACN 005 963 904 of P.O. Box 121 Werribee 3030 (Owner)

BACKGROUND:

- A. The Council is the Responsible Authority under the Wyndham Planning Scheme (**Planning Scheme**) for the purposes of administering its provisions.
- B. The Owner is registered as the proprietor of the land known as 504-530 Ballan road, Wyndham Vale being the land described in certificate of title volume 9317 folio 266 (**Subject Land**).
- C. The Subject Land is zoned Urban Growth Zone (**UGZ**) under the Planning Scheme and will be subject to a future Development Contributions Plan (**DCP**).
- D. The Owner and Council acknowledge that development contributions in relation to the Subject Land will be made generally in accordance with the DCP applying to the Subject Land.
- E. Council will be the collecting agency and the development agency under the DCP.
- F. Council enters into this Agreement in its capacity as a responsible authority and in its capacity as a collecting agency.
- G. The DCP will provide that, where the collecting agency agrees in writing, infrastructure projects funded in the DCP may be provided by owners of land covered by the DCP, with a credit being provided to the owner against its Development Contribution Liability.
- H. Clause 52.01 of the Planning Scheme and the Precinct Structure Plan (**PSP**) will, together, specify the passive open space contribution to apply to the Subject Land.
- I. The parties enter into this Agreement to facilitate the requirements referred to in these Recitals.
- J. The Council and Owner agree that without limiting or restricting the respective powers to enter into this agreement, and in so far as they can be so treated, this agreement is made pursuant to section 173 of the Act.

IT IS AGREED:

1. DEFINITIONS

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

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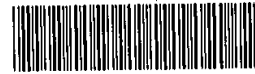
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Act	means the <i>Planning and Environment Act 1987</i> .
Agreement	means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
Certification	means certification of a plan of subdivision by Council under the <i>Subdivision Act 1988</i>
Community Infrastructure Levy	means the community infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the Planning Scheme
Council	includes its successors (including its successors as Responsible Authority for the planning controls).
Development	means the development intended to be carried out on the Subject Land
Development Contributions Liability	has the meaning given in clause 10.
DCP	means the Development Contributions Plan referred to in Recital C
Development Infrastructure Levy	means the development infrastructure levy required to be paid pursuant to a Planning Permit and clause 45.06 of the planning scheme
Net Developable Area	will be defined in the future PSP and DCP
Lot	has the same meaning as in the <i>Subdivision Act 1988</i> .
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee in possession.
Potential DCP Project	means a project funded partially or wholly by the future DCP that is reasonably required or desirable to be provided as part of the development of the Subject Land
PSP	means the future Precinct Structure Plan which will be referred to in a future schedule to the Urban Growth Zone of the Planning Scheme
Planning Scheme	means the Wyndham Planning Scheme and any other planning scheme which applies to the Subject Land.
Subject Land	means the land known as 504 - 530 Ballan Road, Wyndham Vale being the land described in certificate of title volume 9317 folio 266.
Residential Lot	means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a house lot without further subdivision
Statement of Compliance	means a statement of compliance issued by Council under the <i>Subdivision Act 1988</i>

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2. INTERPRETATION

- 2.1. In this Agreement unless the context permits otherwise;
- 2.2. The singular includes the plural and vice versa;
- 2.3. A reference to gender includes a reference to each other gender;
- 2.4. A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors;
- 2.5. If a party consist of more than one person this Agreement binds them jointly and each of them severally;
- 2.6. A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act;
- 2.7. Any reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme; and
- 2.8. The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

3. SECTION 173 AGREEMENT

- 3.1. This Agreement is made under section 173 of the Act. In entering into it the parties intend to achieve or advance the objectives of planning in Victoria or the objectives of the planning scheme.
- 3.2. Council and the Owner intend that the burden of the covenants and obligations imposed on the Owner in this Agreement are intended to run with the Subject Land and apply to the Owner and their successors in title to the Subject Land.

4. COMMENCEMENT OF AGREEMENT

- 4.1. Unless otherwise provided in this Agreement this agreement commences from the date of this Agreement.

5. ENDING OF AGREEMENT

- 5.1 This Agreement will end upon the earlier of:
 - 5.1.1 the written agreement for the Council and the Owner; or
 - 5.1.2 as to parts of the Subject Land, when Council advises the Owner in writing that it is satisfied that:
 - 5.1.2.1 all obligations under this Agreement in respect of a stage of the Development are complete; and

5.1.2.2 the Agreement remains secured against sufficient assets of the Owner; or

5.1.3 otherwise in accordance with the Act.

5.2 If this Agreement ends under clause 5.1, Council must do all things necessary to notify the Registrar of Titles to cancel the recording of this Agreement in the Registrar in accordance with section 183 of the Act.

5.3 The Owner must pay the Council's reasonable costs in complying with clause 5.2.

6. OWNER'S WARRANTIES & COVENANTS

6.1 The Owner warrants and covenants with the Council that:

6.1.1 It is the registered proprietor of the Subject Land.

6.1.2 Save as shown in the respective certificate of title to the Subject Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land or any part thereof and not disclosed by the usual searches.

6.1.3 Except as disclosed to Council, neither the Subject Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements rights or encumbrances mentioned in section 42 of the Transfer of Land Act 1958 (Vic).

6.1.4 Except as disclosed to Council, it has not entered into any contract of sale or lease in respect of the Subject Land or any part thereof which option, contract or lease is still subsisting.

AK219492W



7. SPECIFIC OBLIGATIONS OF THE OWNER

7.1 The Owner agrees:

7.1.1 To make contributions towards the provision of infrastructure as set out in the DCP; and

7.1.2 To make a contribution towards the provision of major active and passive open space as set out in the PSP and DCP.

8. CREDITS TO BE ALLOWED BY COUNCIL

8.1 Council agrees that upon entering into this Agreement, where applicable Council will allow the Owner:

8.1.1 A credit against its Development Contributions Liability in relation to the vesting of any land for arterial roads and major pathways in Council, in accordance with clause 7.1.1;

8.1.2 A credit against its Development Contributions Liability in relation to the vesting of any land for community facilities in Council, in accordance with clause 7.1.1; and

- 8.1.3. A credit against its Development Contributions Liability in relation to the vesting of any Active Open Space Reserve in Council, in accordance with clause 7.1.1.

9. POTENTIAL WORKS IN KIND

- 9.1. The Owner may apply for approval to construct or provide (as land) one or more of the Potential DCP Projects. The Owner's application must be in writing and must be given to Council at least 3 months prior to the proposed commencement of construction of a Potential DCP Project or the proposed provision via vesting or transfer of land to Council in respect of a Potential DCP Project.
- 9.2. If Council allows the Owner to provide a Potential DCP Project, the Owner agrees that it will construct the Potential DCP Project:
- 9.2.1. in accordance with the plans and specifications approved by Council under clause 9.3 of this Agreement;
- 9.2.2. by a date to be agreed with Council; and
- 9.2.3. to the reasonable satisfaction of Council.
- 9.3. If Council allows the Owner to provide a Potential DCP Project, the Owner must submit proposed plans and specification details for the Potential DCP Project to Council for approval. The proposed design and specification details for the Potential DCP Project must be in accordance with the DCP unless otherwise agreed in writing.
- 9.4. If the Owner does not meet the timeframe set out in clause 9.2.2, Council may:
- 9.4.1. Extend the time for completion of the Potential DCP Project;
- 9.4.2. Refuse to issue any further Statements of Compliance for subdivision until the Potential DCP Project is completed; or
- 9.4.3. Extend the time for completion of the Potential DCP Project and require a bank guarantee to secure the completion of the Potential DCP Project.
- 9.5. If Council allows the provision of a Potential DCP Project, then upon practical completion of the Potential DCP Project Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.
- 9.6. If Council allows the provision of land comprising a Potential DCP Project, then upon vesting in or transfer to Council of the land comprising the Potential DCP Project, Council will allow the Owner a credit against its Development Contributions Liability equal to the value listed for that Potential DCP Project in the DCP.

10. BALANCING LIABILITIES AND CREDITS AND CARRYING FORWARD OF CREDIT

- 10.1. The Owner acknowledges that it will have a liability ("Development Contributions Liability") in relation to the Subject Land:
- 10.1.1. To pay the Development Infrastructure Levy in cash calculated on a per net developable hectare basis as set out in the DCP:

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- 10.1.1.1. after Certification of the plan of subdivision for the relevant stage of subdivision and not more than 21 days prior to the issue of a Statement of Compliance in respect of the plan of subdivision for the relevant stage of subdivision; or
 - 10.1.1.2. as agreed with Council.
 - 10.1.2. To pay the Community Infrastructure Levy payable in relation to the Residential Lots to be created by a stage prior to issue of a Statement of Compliance for that stage or otherwise as agreed with Council.
- 10.2. The Owner agrees to pay its Development Contributions Liability on a stage-by-stage basis except as otherwise provided for in this Agreement.
- 10.3. Council agrees that the Owner will not be required to pay its Development Contributions Liability on a stage-by-stage basis in cash until all credits the Owner is entitled to under this Agreement have been exhausted; and acknowledges that, upon the Owner complying with its obligations under this Agreement, the Owner will have, in relation to the Subject Land, fully discharged its obligations in relation to the Owner's Development Contributions Liability.

11. ADJUSTMENT AND ADMINISTRATION

- 11.1. The parties agree that, unless otherwise specified, all dollar amounts in this Agreement are to be adjusted, in accordance with the methodology to be specified in the DCP:
 - 11.1.1. in relation to land; and
 - 11.1.2. in relation to works.
- 11.2. The Owner must on 1 July in each year after the execution of this Agreement and, prior to seeking a Statement of Compliance for a stage, submit a table in substantially the same form as Schedule 1 but adjusted for indexation and land adjustments in accordance with the DCP, and also taking into account payments made, credits allowed and credit utilised all to the satisfaction of Council.
- 11.3. In relation to a planning permit for subdivision of the Subject Land other than the planning permit for the subdivision of the Subject Land to facilitate a separate Lot for the development authorised by permit WYP5552/11, the Owner must:
 - 11.3.1. prior to commencing works pursuant to a permit; and
 - 11.3.2. prior to seeking a Statement of Compliance for a stage of the subdivision approved by a permit,submit a table, which is cross referenced to the DCP and sets out to the satisfaction of Council payments made, credits allowed and credit utilised,.

12. AGREED LAND VALUES

- 12.1. Council and the Owner agree that:
 - 12.1.1. The provisions of this Agreement that refer or relate to land values are intended to replace the market value and any other method of calculating compensation payable to a person under the *Land*

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Acquisition and Compensation Act 1986 and the Act in respect of any part of the Subject Land; and

- 12.1.2. Upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of any of the Subject Land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of any part of the Subject Land.

13. FURTHER OBLIGATIONS OF THE OWNER

- 13.1. The Owner further agrees to:

- 13.1.1. bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;
- 13.1.2. do all things necessary to give effect to this Agreement; and
- 13.1.3. facilitate the Council making application to the Registrar of Titles and do all things necessary to record this Agreement in the register on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act and pay all costs of preparation and execution of the Agreement and entry of the memorandum on the Certificate of Title to the Subject Land.

14. SUCCESSORS IN TITLE

- 14.1. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title of the Subject Land, successors in title shall be required to:
- 14.1.1. Give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
- 14.1.2. Execute a deed agreeing to be bound by the terms of this Agreement.

15. DISPUTES

- 15.1. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal (**tribunal**) for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such Agreement the chairman of the Victorian chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration pursuant to the Commercial Arbitration Act 1984.
- 15.2. Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation thereto, such disputes must be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.

AK219492W

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- 15.3. The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 15.1 and 15.2. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

16. OWNER MAY APPLY FOR PLANNING PERMISSION

The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Subject Land or prevent or constrain the Council from considering and determining any such application in accordance with the requirements of the planning scheme and the Act

17. NOTICES

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

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

- 17.2. A notice or other communication is deemed served:

- 17.2.1. if delivered, on the next following business day;
- 17.2.2. if posted, on the expiration of two business days after the date of posting; or
- 17.2.3. if sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

18. NO WAIVER

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

19. SEVERABILITY

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

20. NO FETTERING OF COUNCIL'S POWERS

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

AK219492W

04/03/2013 \$110.30 173



EXECUTED by the parties on the date set out at the commencement of this agreement.

Signed on behalf of the Wyndham City Council

by

pursuant to the instrument of delegation dated 29

May 2012:

KERRY THOMPSON - CEO

Name and position title

EXECUTED by TOTAL PERSONS PTY LTD

ACN 005 963 904 in accordance with Section

127 of the Corporations Act 2001:

Sole Director

RONALD BAWOTTE

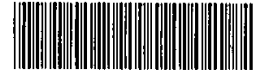
Full Name

504 BALLARAT, WYNDHAM VALE

Address

AK219492W

04/03/2013 \$110.30 173



SCHEDULE 1

Stage	1	2	3	4	5	6	Total
Net developable area							
Development Infrastructure Levy							
Community Infrastructure Levy							
Passive Open Space							
Credit for arterial Roads And Major Pathways Land							
Credit for Community Facilities Land							
Credit for Active Open Space Reserve							
Total							

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DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 530 Ballan Road, Wyndham Vale, Victoria 3024

Wyndham City Council
and

Total Person Pty. Ltd.
ACN 005 963 904

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 25/7/19

Parties

Name	Wyndham City Council
Address	45 Princes Highway, Werribee, Victoria
Short name	Council
Name	Total Person Pty. Ltd. ACN 005 963 904
Address	Sheldans 47 Wadham Parade, Mount Waverley, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 24 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

Current Email means:

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

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Frontage Road means the road reserve which separates the residential lots and a reserve and becomes the frontage of the residential lots, as shown on the Endorsed Plan.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

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

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

Planning Permit means planning permit no. WYP9651/16, as amended from time to time, issued on 8 June 2018, authorising the staged subdivision of the Subject Land and creation of restrictions on the Subject Land in accordance with the Endorsed Plan.

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

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$317.90 if paid within 12 months from the date that this Agreement commences; or
- (b) \$317.90 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any obligation of the Owner set out in this Agreement has been undertaken to Council's satisfaction or deciding whether to give consent for anything this Agreement provides must not be done without the Council's consent.

Subject Land means the land situated at 530 Ballan Road, Wyndham Vale, Victoria 3024 being the land referred to in certificate of title volume 09317 folio 266 and any reference to

the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

Prior to any development on the lot comprising the existing dwelling as shown on the Endorsed Plan, the Owner must:

- 6.1.1 remove the temporary fence along the southern boundary;
- 6.1.2 construct a four (4) metre wide Frontage Road; and
- 6.1.3 install a visually permeable high fence not more than 1.2 metres high within the boundary of the lot facing the reserve on the northern side of the Frontage Road,
 - (a) all at the full cost of the Owner;
 - (b) to the satisfaction of Council; and
 - (c) as shown on the Endorsed Plan.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

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- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

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

7.6 Interest for overdue money

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

7.7 Notification of compliance with Owner's obligations

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

8. Agreement under s 173 of the Act

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

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

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

- 10.1 give effect to this Agreement; and



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

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

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

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

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

11.2 Counterparts

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

11.3 No waiver

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

11.4 Severability

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

11.5 No fettering of Council's powers

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

11.6 Inspection of documents

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

11.7 Governing law

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



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12. 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.

13. Ending of Agreement

13.1 This Agreement will only end by written agreement between the Council and the Owner.

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

AS4242901

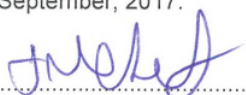


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Signing Page

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

EXECUTED as an agreement.)
Signed for and on behalf of the **Wyndham City**)
Council pursuant to Instrument of Delegation dated)
12 September, 2017.)


.....
Signature of Delegate

JEANNE MEHMET
.....
Name of Delegate (Please print)

TOWN PLANNING TEAM LEADER
.....
Position held by Delegate (Please print)


.....
Witness

SIMON GUCH
.....
Name of witness (Please print)

Executed by **Total Person Pty. Ltd. ACN 005 963**)
904 in accordance with s 127(1) of the *Corporations*)
Act 2001:)


.....
Signature of Sole Director and Sole
Company Secretary

RENARD LEO BROUETTE
.....
Print full name

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www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 530 Ballan Road, Wyndham Vale, Victoria 3024

Wyndham City Council
and

Total Person Pty. Ltd.
ACN 005 963 904

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Agreement under section 173 of the Planning and Environment Act 1987

Dated

6 / 11 / 19

Parties

Name	Wyndham City Council
Address	45 Princes Highway, Werribee, Victoria
Short name	Council
Name	Total Person Pty. Ltd. ACN 005 963 904
Address	Sheldans 47 Wadham Parade, Mount Waverley, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 26 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:



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

Current Email means:

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

Endorsed Guidelines means the 'Parklane Gardens: Design Guidelines' endorsed with the stamp of Council dated 27 September 2018, and amended from time to time, and which forms part of the Planning Permit.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

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

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

Planning Permit means planning permit no. WYP9651/16, as amended from time to time, issued on 8 June 2018, authorising the staged subdivision of the Subject Land and creation of restrictions on the Subject Land in accordance with the Endorsed Plan.

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

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$317.90 if paid within 12 months from the date that this Agreement commences; or
- (b) \$317.90 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

~~**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any obligation of the Owner set out in this Agreement has been undertaken to Council's satisfaction or deciding whether to give consent for anything this Agreement provides must not be done without the Council's consent.~~



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Subject Land means the land situated at 530 Ballan Road, Wyndham Vale, Victoria 3024 being the land referred to in certificate of title volume 09317 folio 266 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.



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5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner must develop the Subject Land as authorised by the Planning Permit in accordance with the Endorsed Guidelines and to the satisfaction of the Council.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



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7.5 Time for determining satisfaction

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3,

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

7.6 Interest for overdue money

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

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

7.7 Notification of compliance with Owner's obligations

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

8. Agreement under s 173 of the Act

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

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

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

10.1 give effect to this Agreement; and

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



Maddocks

11. General matters

11.1 Notices

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

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

11.2 Counterparts

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

11.3 No waiver

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

11.4 Severability

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

11.5 No fettering of Council's powers

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

11.6 Inspection of documents

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

11.7 Governing law

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

12. 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.



Maddocks

13. Ending of Agreement

- 13.1 This Agreement will only end by written agreement between the Council and the Owner.
- 13.2 If this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

AS77497A



Maddocks

Signing Page

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

EXECUTED as an agreement.)

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

Dee Gomes
Signature of Delegate

Dee Gomes
Name of Delegate (Please print)

Coordinator Growth Areas
Position held by Delegate (Please print)

JM
Witness

JEANNIE MEHMET
Name of witness (Please print)

Executed by Total Person Pty. Ltd. ACN 005 963)
904 in accordance with s 127(1) of the Corporations)
Act 2001:)

[Signature]

Signature of Sole Director and Sole
Company Secretary

Ronald Leo Bruiette

Print full name



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30268 Werribee Vic
ABN: 38 393 903 860

08 June 2018

Gault+
U 2 5 Moorakynne Ave
MALVERN VIC 3144

Dear Sir/Madam,

Planning Permit Application No.: WYP9651/16
Description: Staged subdivision of the land and creation of restrictions
Location: 530 Ballan Road
WYNDHAM VALE VIC 3024
V 9317 F 266 L 4 LP 125673 Werribee Parish

I advise that your application for a planning permit has been approved under the Wyndham Planning Scheme and the permit is enclosed.

This permit should be carefully considered as Council's approval is subject to the proposed use/development complying with all permit conditions.

If endorsed plans are not enclosed with the permit, please check the conditions to ascertain whether amended plans are required. You are reminded that the proposal permitted cannot commence before amended plans have been submitted to and approved by Council.

Should you have any further enquiries regarding the above matter, please contact me on 9742 8153.

Yours faithfully,

Kun Ho Seo
Senior Town Planner

Encl.

**PLANNING
PERMIT**

Application No.: WYP9651/16
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 9317 F 266 L 4 LP 125673 Werribee Parish
Land Address: 530 Ballan Road WYNDHAM VALE VIC 3024

THE PERMIT ALLOWS:

Staged subdivision of the land and creation of restrictions

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

General modified subdivision plan

1. Prior to Certification under the Subdivision Act, a modified plan must be submitted to and approved in writing by the Responsible Authority. When approved the plan will be endorsed and will then form part of this permit. The plan must be generally in accordance with the plans (Ref: 9855/1/05, Version: 4, Dated: 21/11/2017) but modified to show in particular:
 - (a) The public open space and lot comprising the existing dwelling to be included within Stage 3.
 - (b) Notation within Stage 9 to be stated with 'Super Lot for future mixed use development in accordance with the Ballan Road PSP'.
 - (c) Development Summary (legend) to be consistent with the proposed layout.
 - (d) Dimensions of the proposed lots (including the proposed reserve)
 - (e) Area of the proposed lot within Stage 1
 - (f) Three lots on the eastern side of Stream Road (opposite to the proposed reserve) to be included within the Stage 3.
 - (g) Dimensions of the proposed temporary access and new access to the lot comprising the existing dwelling. The new access to the existing dwelling should have a dimension of a minimum 9.5m in width to consider for future medium-density development and 4 metre postie road.
 - (h) Temporary access to the existing dwelling to be included within the lot comprising the existing dwelling (not to be included within the reserve as 'green' colour).

Date Issued

08 June 2018

Signature for the Responsible Authority



**Kun Ho Seo
Senior Town Planner**

PLANNING PERMIT

Application No.: WYP9651/16
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- (i) Temporary visually permeable fence to be provided until such time for further development on the lot comprising the existing dwelling along the northern side of the proposed public open space in accordance with Condition 16 – Fencing of Reserves.
- (j) Revised notation for temporary access road to the lot comprising the existing dwelling to 'Temporary Access Road (Part of Stage 2) to be removed and to be replaced with a 4 metre wide postie road and formal access to the lot comprising the existing dwelling in accordance with Condition 24 – Section 173 Agreement
- (k) Additional notation to indicate that a visually permeable and not more than 1.2m high fence to be provided on the northern side of the proposed 4 metre wide postie road in accordance with Condition 24 – Section 173 Agreement
- (l) Notation 'ALL LOTS IN STAGES 2 to 8 SHALL BE TYPE B AS DEFINED BY THE SMALL LOT HOUSING CODE' to be deleted, and a separate plan to identify the lots that include a restriction on title allowing the use of the provisions of the Small Lot Housing Code in accordance with Condition 31 & 32.
- (m) Stormwater management strategy in accordance with condition 52

No subdivision layout alteration

- 2. The subdivision permitted by this permit as shown on the endorsed plan(s) and/or described in the endorsed documents must not be altered or modified (for any reason) except with the prior written consent of the Responsible Authority.

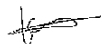
Stage Plan

- 3. A sequential staging plan must be submitted to and approved by the responsible authority. When approved, the staging plan will be endorsed and will then form part of the permit. The subdivision of the land must proceed in the order of stages shown on the endorsed plan except with prior written consent of the responsible authority.

Date Issued

08 June 2018

Signature for the Responsible Authority



Kun Ho Seo
Senior Town Planner

**PLANNING
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Application No.: WYP9651/16
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Functional Layout Plan

4. Prior to the submission and approval of construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a functional layout plan for the subdivision or stage of subdivision, must be submitted to and approved by the responsible authority. This plan must be in accordance with the endorsed Subdivision Permit Plan and the endorsed Stormwater Management Strategy.

When approved, the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale, with dimensions, and must show:

- (a) The subdivision layout, including preliminary street names, lot areas, lot numbers and the width of each road reserve;
- (b) Topography and existing features, including contours for the subject land and any affected adjacent land;
- (c) The location of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land;
- (d) Details of tree protection zones for all trees to be retained on site;
- (e) Any trees proposed for removal from the site clearly designated;
- (f) Typical cross sections for each road, demonstrating service offsets and street trees;
- (g) A table of utility services and street trees;
- (h) Location and alignment of kerbs, indented parking bays, footpaths, shared paths, bus stops and traffic control devices (signals, roundabouts, splitter islands, etc.) including critical swept path diagrams and turning templates;
- (i) The proposed minor drainage network and any land required for maintenance purposes;
- (j) The major drainage system, including outfall drains, wetlands and/or waterways and any land required for maintenance purposes;
- (k) Overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;

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- (l) The drainage outfall system indicating a legal point of discharge for all allotments and any access requirements for construction and/or maintenance;
- (m) Preliminary location of reserves for electrical kiosks;
- (n) Works external to the subdivision, including both interim and ultimate access requirements at Ballan Road and Ison Road.
- (o) Provision of notional on-street parking for all lots at a rate of one car space per dwelling (within 20m of the lot frontage);
- (p) Intersection with Ballan Road showing interim and ultimate treatments; and
- (q) Bus stops at locations nominated by PTV

Payment of Development Infrastructure Contribution

- 5. A development infrastructure levy must be paid to the Collecting Agency in accordance with the provisions of the approved Development Contribution Plan applying to the land. Unless otherwise agreed in accordance with the Wyndham West Development Contributions Plan, the Development Infrastructure Levy must be paid to the Collecting Agency within the times specified in the Development Contribution Plan or if no time is specified then after certification of the relevant plan of subdivision but not more than 21 days before a Statement of Compliance is issued in respect of that plan under the Subdivision Act 1988.
- 6. Unless otherwise agreed in accordance with the Wyndham West Development Contribution Plan, a Schedule of Development Contributions must be submitted with each stage of the plan of subdivision. This schedule of Development Contributions must show the amount of development contributions likely to be payable for each subsequent stage and the value of the development contributions in respect of prior stages to the satisfaction of the Collecting Agency.
- 7. Prior to the issue of a Statement of Compliance for any stage of the subdivision, development contributions must be paid to the responsible authority in accordance with the Section 173 Agreement, unless otherwise agreed to in writing by the responsible authority.

Date Issued

Signature for the Responsible Authority

08 June 2018


Kun Ho Seo
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**PLANNING
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Public Open Space Contribution

8. Prior to the issue of a Statement of Compliance for any stage is issued under the Subdivision Act 1988, a public open space contribution as specified for the land in the Schedule to Clause 52.01 of the Wyndham Planning Scheme must be made to the Council in a manner which is consistent with the Precinct Structure Plan applying to the land.

Landscape Estate Master plans

9. Before the commencement of landscape works, a landscape master plan for the subdivision in the permit area must be submitted to the responsible authority. The plan must be drawn to scale with dimensions and one electronic copy must be provided. The plan must show and include:
- (a) The landscaping theme and graphical concepts to be developed for the subdivision;
 - (b) The type of species to be used for street tree planting in various stages of the subdivision;
 - (c) The areas which will be available for landscaping;
 - (d) Landscaping treatment consistent with the relevant conservation management plan approved under the Environment Protection and Biodiversity Act 1999 unless otherwise agreed by the Department of Sustainability and Environment;
 - (e) Entrance treatments;
 - (f) The principles and graphical concepts of the proposed treatment of the open space and drainage reserves;
 - (g) How the subdivision will achieve the minimum level of streetscape diversity required by the Precinct Structure Plan; and
 - (h) How any landscape requirements or guidelines within the Precinct Structure Plan are proposed to be implemented.

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Signature for the Responsible Authority



**Kun Ho Seo
Senior Town Planner**

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10. All landscape plans must be in accordance with Wyndham City Subdivision Landscape Works Standards and Specification Manual, unless otherwise agreed by the responsible authority. This includes items such as soil preparation and the establishment of nature strips, reserves, garden beds, plant selection and final set out in regard to the required distances from services. The endorsement of these plans covers landscaping works only. Any structural elements must be signed off and approved by a Structural Engineer. Structural Compliance Certificates are to be provided to Council as part of the Practical Completion process. A building permit is required for any structure (i.e. retaining walls, feature walls, gazebos, outbuildings or any other Class 10 Structure) which is approved as part of this plan. This permit, if applicable, must also be approved before work commences.
11. An on-site pre-commencement meeting must be arranged prior to the commencement of the works by contacting Council's Technical Officer via email – subdivlud@wyndham.vic.gov.au, unless otherwise agreed by the responsible authority. Provide a Site Environmental Management Plan using Council's Standard SEMP template in conjunction with its guidelines and standards manual prior to the pre-commencement meeting. This SEMP must be completed to Council's satisfaction before the commencement of any works. You will also be required to contact Council's Technical Officer via - subdivlud@wyndham.vic.gov.au at the completion of the construction works for a Practical Completion Inspection.

Landscape Works Streetscape

12. Landscape Plans associated with streetscape are required to be submitted to and approved by the Responsible Authority prior to the issue of Statement of Compliance. These plans will show the development of nature strips and paths, and landscape as appropriate. The landscape works shown on the plans will be delivered by the applicant as part of the overall development. The following is also required to be shown on the plans:
- (a) All surface treatments.
 - (b) The botanical name, height and width at maturity, and location of all vegetation to be used.

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- (c) A method of preparing, draining watering and maintaining the landscape area.

An accompanying works specification must be submitted to Council.

Reserve Landscaping

13. Landscape plans associated with a reserve are required to be submitted to and approved by Council's City Presentation Department prior to the issue of a Statement of Compliance. These plans will show the development of reserves to include playgrounds, paths and shared trails, park furniture, landscaping and recreation facilities as appropriate to the size and proposed use of the reserve, and in accordance with the endorsed plans. The following is also required to be shown on the plans:
- (a) All surface treatments.
 - (b) The location, type and height of all fencing.
 - (c) The botanical name, height and width at maturity, and location of all vegetation to be used.
 - (d) A works specification and the method of preparing, draining watering and maintaining the landscape area.
 - (e) A barrier, where necessary, to prevent vehicles causing damage to garden areas.

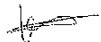
Landscaping of Reserves including Rubbish/Weed Removal

14. The reserve(s) shown on the endorsed plan(s) must be cleared of all rubbish, noxious weeds, debris and spoil and must be levelled, graded and developed to the satisfaction of the Responsible Authority, specifically Council's City Presentation Department, to allow for future maintenance by Council. Such landscaping must be in accordance with a plan approved by the Responsible Authority prior to certification of the Plan of Subdivision.

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Landscaping Bonds

15. Landscaping bonds to a value agreed to be the Responsible Authority, must be paid prior to the issue of Statement of Compliance. These bonds are to comprise 100% of the total value of the landscaping works to cover the outstanding works and a further 35% of the total landscaping cost to cover the maintenance period.

Fencing of Reserves

16. Where lots shown on the endorsed plan(s) have a common boundary with any Reserve for Municipal Purposes, Tree Reserve, Floodway Reserve, etc. such boundary must be fenced to the satisfaction of and at no cost to the Responsible Authority in accordance with the approved landscape plan/s prior to the issue of a Statement of Compliance under the Subdivision Act.

Street Trees

17. The owner or developer of the subject land must plant street trees within the subdivision permitted by this permit to the satisfaction of the Responsible Authority. Such street tree planting must be in accordance with the plan approved by the Responsible Authority.

Nature Strip and Reserve Protection

18. Street trees and existing site trees and nature strips are to be protected from construction activity on development sites. Grassed nature strips must be protected from construction activity otherwise must be fully reinstated following disturbance.

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Landscape Maintenance

19. The landscaping maintenance period will be for a minimum two (2) summers prior to Handover to the Responsible Authority. During this period, the developer must maintain the landscaping works to the satisfaction of, and at no cost to, the Responsible Authority. Detailed 'as constructed' plans, in a format agreed with Council, must be provided prior to the issue of the Practical Completion Certificate.

Servicing of Reserves

20. Those reserves shown on the endorsed plan(s) and nominated by the Responsible Authority must be provided with the following services and facilities to the satisfaction of and at no cost to the Responsible Authority. Generally utilities such as power and water are required for neighbourhood parks and power, water, gas and sewer as required for active recreation reserves and district open space.

- (a) City West Water approved water tapping;
- (b) Powercor approved power pillar box to provide the necessary power supply for the reserve;
- (c) A sewer point for the entire reserve;
- (d) An industrial type vehicle crossing and security gate; and
- (e) Security lighting.

The provision of the above services and facilities must include payment of all associated fees and charges.

Weed Control

21. Weed control of the identified serious threat environmental weeds and all noxious weed species must occur prior to any development and removal/relocation of soils. Such weeds (and any colonies in the event of soil disturbance or importation of soils and other actions) as well as any regrowth of previously controlled weeds are to be controlled throughout the development process and maintenance period. Weed

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control must be at no cost to and to the satisfaction of the Responsible Authority before the site is transferred to Council for future management/maintenance.

General Maintenance

22. The owner of the land must ensure that the property (and any adjacent nature strip) is kept clean, tidy and safe.

O-Spec Drawing Requirement

23. Prior to the issue of a Practical Completion for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:
- (a) An electronic copy of all 'as constructed' landscape drawings, and relevant files in both AutoCAD DWG and Adobe PDF file formats. The minimum resolution of the PDF required is 300dpi.
 - (b) 'As-constructed' open space/landscape asset information for open space/landscape and related assets in digital format in accordance with O-Spec (the Consultant/Developer Specifications for the delivery of the digital data to Local Government).

Boundary Fence abutting to Reserve

24. Unless otherwise agreed in writing with the Responsible Authority, prior to the Statement of Compliance for any stage of the Plan of Subdivision permitted by this permit, the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement (in a form satisfactory to the Responsible Authority) with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 and must make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Planning and Environment Act 1987, which provides for;

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Signature for the Responsible Authority



Kun Ho Seo
Senior Town Planner

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- (a) Prior to any development on the lot comprising the existing dwelling, the temporary fence along the southern boundary must be removed and a 4 metre wide postie road must be provided with a visually permeable and not more than 1.2 metre high fence within the lot facing to the reserve on the southern side of the subject lot to the satisfaction of Council and no cost to the relevant authority.

The owner must pay the costs (including Council's costs) of the preparation, drafting, finalisation, signing and recording of the agreement.

A copy of Title showing the Dealing number as issued by the Office of Titles must be provided to the Responsible Authority.

Building Design Guidelines

25. Before the plan of subdivision for each stage is certified under the Subdivision Act 1988, building design guidelines must be submitted and approved by the Responsible Authority for the whole subdivision. The building design guidelines must be prepared to ensure the level of diversity and quality of design within the estate including the following items:

- (a) Design Approval Process
- (b) Dwelling Diversity
- (c) Facades, Materials and Colours
- (d) Dwelling and garage design
- (e) Landscape design
- (f) Design requirements of corner lots
- (g) Fencing and driveway considering Condition 28
- (h) Services and outbuildings
- (i) Specific requirements for lots more than 300sqm considering Conditions 27 & 28
- (j) Specific requirements for lots less than 300sqm considering Conditions 31 & 32

Date Issued

Signature for the Responsible Authority

08 June 2018


Kun Ho Seo
Senior Town Planner

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26. Unless otherwise agreed in writing with the Responsible Authority, prior to the Statement of Compliance for any stage of the Plan of Subdivision permitted by this permit, the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement (in a form satisfactory to the Responsible Authority) with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 and must make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Planning and Environment Act 1987, which provides for;

- (a) Any future development on lots permitted by planning permit WYP9651/16 must be undertaken in accordance with the endorsed building design guidelines for the relevant stage.

The owner must pay the costs (including Council's costs) of the preparation, drafting, finalisation, signing and recording of the agreement.

A copy of Title showing the Dealing number as issued by the Office of Titles must be provided to the Responsible Authority.

Creation of Restriction (Building Envelopes)

27. Before certification of a Plan of Subdivision for each stage of the subdivision under the Subdivision Act 1988, where building envelopes are proposed, a plan/document showing building envelopes for each lot of 300sqm in area or greater to the satisfaction of the Responsible Authority must be submitted to an approved by the Responsible Authority. Once approved, the building envelope plan/document will be endorsed under this permit.
28. Before certification of a Plan of Subdivision for each stage of the subdivision under the Subdivision Act 1988, where building envelopes are proposed, a restriction must be added to the relevant Plan of Subdivision to give effect to the building envelopes. The restriction must include the following to the satisfaction of the Responsible Authority:

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Signature for the Responsible Authority



**Kun Ho Seo
Senior Town Planner**

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- (a) Building envelopes in accordance with plans endorsed under this permit shown for each relevant lot;
- (b) Any buildings constructed on a lot containing a building envelope to conform to the relevant building envelope; and
- (c) The construction of a building outside a building envelope may only occur with the written consent of the responsible authority.

Once approved, the building envelopes must be applied and registered as a restriction (eg. MCP/Instrument) on Title.

Creation of Restriction

- 29. The plan of subdivision submitted for certification must include a creation of restriction on a separate sheet showing the restriction that dwellings on corner lot (including lots interfacing with pedestrian links) must not have boundary fencing to no more than 1.2m height forward of the front wall of the dwelling.
- 30. The plan of subdivision submitted for certification must include a creation of restriction on a separate sheet showing the restriction that the lot less than 300sqm can be only developed with a single dwelling.

Small Lot Housing Code (C1 of the Ballan Road PSP)

- 31. Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Wyndham Planning Scheme.
- 32. The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the responsible authority.

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Kun Ho Seo
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Kangaroo Management Plan (C2 of the Ballan Road PSP)

33. Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment and Primary Industries. Once approved the plan will be endorsed by the responsible authority and form part of the permit.
34. The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

Salvage and translocation (C5 of the Ballan Road PSP)

35. The Salvage and Translocation Protocol for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2014) must be implemented in the carrying out of development to the satisfaction of the Secretary to the Department of Environment and Primary Industries.

Construction Management Plan

36. Before the commencement of works for a stage of subdivision a Construction Management Plan (CMP) that addresses Bushfire Risk Management must be submitted to and approved by the Responsible Authority and the CFA. The CMP must specify, amongst other things:
- Measures to reduce the risk from fire within the surrounding rural landscape and protect residents from the threat of fire;
 - A separation buffer, consistent with the separation distances specified in AS3959-2009, between the edge of development and non-urban areas; and
 - How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

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Agreement with relevant authorities for utility services

37. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.

Serviced Lots

38. Prior to its use for any purpose, each lot created by the subdivision permitted by this permit must be provided with reticulated water, sewerage and electricity, roads and drainage to the satisfaction of the Responsible Authority.

Provision of Telecommunications services

39. The owner of the land must enter into an agreement with:
- (a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - (b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Telecommunications services prior to SoC

40. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

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- (a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- (b) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Easements to be set aside

41. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created. Easements will not be permitted on areas set aside as unencumbered open space. Where there is no alternative available, compensation will be payable at a valuation determined by the Responsible Authority.

Servicing Strategy

42. Prior to the submission and approval of functional layout plans, a servicing strategy for the subdivision must be submitted to and approved by the responsible authority. The strategy must include a servicing plan which is drawn to scale. The servicing plan must show:
- (a) The subdivision layout;
 - (b) Subdivision staging; and
 - (c) The locality of trunk utility services required to service the subdivision, including the distribution of water, recycled water, gas, sewer, power, telecommunications and preliminary location of reserves for electrical kiosks.

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Certification plan requirements

43. An endorsed copy of the plan(s) to be certified under the Subdivision Act must form part of this permit. The plan must show all bearings, distances, street names, lot numbers and any necessary easements and reserves, in accordance with the approved Functional Layout Plan.

Construction Plans

44. Before any road and/or drainage works associated with the subdivision commence, detailed construction plans must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant stage has been approved and the plan of subdivision has been lodged for certification with the responsible authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale, with dimensions, and must include:
- (a) Engineering plans, sewer and water reticulation plans, drainage computations and catchment plans, traffic assessment reports, geotechnical reports, pavement design and specifications of the proposed works that are to become public assets;
 - (b) all details of works consistent with the approved Functional Layout Plan and lodged plan of subdivision;
 - (c) design for full construction of pavements with kerb and channel in accordance with the approved Functional Layout Plan;
 - (d) concrete footpaths/shared paths in all streets and reserves in accordance with the approved Functional Layout Plan/Precinct Structure Plan;
 - (e) underground drainage;
 - (f) all aspects of the stormwater drainage system including drainage reserves, retarding basins, wetlands, stormwater connections, outfalls and any Water Sensitive Urban Design measures (where applicable);
 - (g) a drainage asset management and maintenance schedule (where applicable);
 - (h) indented car parking bays where appropriate;

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- (i) temporary turn around areas for waste collection vehicles at the temporary end of any road that services more than two (2) lots;
- (j) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan;
- (k) a vehicle crossing to each lot in accordance with Council standards;
- (l) location of public lighting and underground electricity supply within all streets;
- (m) details of any traffic control measures;
- (n) details in relation to any cut and/or fill on the site;
- (o) details of any tree protection zones;
- (p) street signs in accordance with Council's standard design;
- (q) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
- (r) appropriate methods for protecting environmental and heritage assets during the construction phase of the subdivision;
- (s) high stability permanent survey marks;
- (t) appropriate signage;
- (u) school crossing(s) where appropriate;
- (v) bus stops at locations nominated by Public Transport Victoria (PTV) connected to the footpath network.

Works must not commence prior to the issue of a certified plan of subdivision and approval of engineering construction plans. All works shown on the endorsed plans must be constructed in accordance with the approved plans, guidelines and specifications prior to Council issuing a Statement of Compliance for the relevant stage

As Constructed Plans

45. Prior to the issue of a Statement of Compliance for any stage of the subdivision, the following must be submitted to the satisfaction of the responsible authority:
- (a) An electronic copy of all 'as constructed' drawings, and relevant files in both AutoCAD DWG and Adobe PDF file formats. The minimum resolution of PDF required is 300dpi;

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- (b) An electronic copy of the 1 in 5 and 1 in 100 year catchment plans and relevant computations in Adobe PDF file formats
- (c) 'As-constructed' asset information for drainage and related assets in digital format in accordance with D-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government);
- (d) 'As-constructed' asset information for assets within the road reserve in digital format in accordance with R-Spec (the Consultant/Developer Specifications for the delivery of digital data to Local Government). Street tree data is to be supplied in accordance with R-Spec prior to the issue of the Certificate of Practical Completion for landscape works; and
- (e) A Certificate of Compliance for Design and a Certificate of Compliance for Construction for the following infrastructure items constructed as part of the subdivision development:
 - a. Retaining walls;
 - b. Entrance structures;
 - c. Bridges;
 - d. Culvert structures; and/or
 - e. Other structures as applicable

Environment & Sustainability

46. Prior to the commencement of any works, including works required by other authorities, a Site Environmental Management Plan must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit.

The SEMP must be in accordance with Council's SEMP template and guidelines. The approved SEMP must be implemented at all times to the satisfaction of the Responsible Authority. Any non-compliance may be enforced under the Planning and Environment Act and other related legislation.

Access to the site must be available at all times for Council representatives to monitor implementation of the SEMP.

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The SEMP applies for all works approved in this Permit up to where public land is handed over (and accepted) by the relevant authority and the remainder is completely in private ownership.

- (a) Prior to commencement of works, contractors must be inducted into the SEMP and all flora and fauna conservation requirements.
- (b) Prior to certification, the works zone must be enclosed by secure and obvious temporary fencing. Fencing abutting the conservation reserve must be signposted as 'vegetation protection zone no work permitted'. The work zone fence must remain in place until works are completed. Fill, machinery and building materials must not be placed outside of the works zone.
- (c) All litter and building waste must be contained on the site and must not be allowed to leave the site until the time it is correctly disposed of.
- (d) All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) or updated version.
- (e) Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation and drainage lines to the satisfaction of the responsible authority.
- (f) Noxious weeds and serious threat environmental weeds must be controlled. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled. Weed control must be at no cost to and to the satisfaction of the Responsible Authority.

- 47. Only the native vegetation which is identified for removal in the Incorporated NVPP applying to the land may be removed, destroyed or lopped without a permit to remove native vegetation.
- 48. No earthworks, compaction or modification of existing drainage patterns may be undertaken which present a risk to any remnant trees, understorey, or revegetation areas unless a permit allows removal of the affected vegetation.

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49. Prior to certification, habitat compensation offsets consistent with the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (BCS), must be paid to the Department of Environment, Land, Water and Planning (DELWP), and proof of payment received by the Responsible Authority.

Residential Stormwater Drainage

50. Provision must be made for the drainage of each allotment shown on the endorsed plan(s) to the requirements and satisfaction of the responsible drainage authority. Drainage of the subject land for residential purposes must be provided by underground drainage systems catering for up to 1 in 5 year storm return periods. Flows in excess of 1 in 5 year storm return periods, up to and including 1 in 100 year storm return periods must be accommodated in separate channels and/or within the road reserves and/or within the provided drainage system

All urban storm water systems must incorporate measures to satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total:-

- (a) 80% of suspended solids;
 - (b) 45% phosphorus;
 - (c) 45% nitrogen; and
 - (d) 70% litter/gross pollutants larger than 5mm.
51. Before any drainage works associated with the subdivision commence, detailed construction plans must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant stage has been approved and the plan of subdivision has been lodged for certification with the responsible authority. The construction plans must be drawn to scale, with dimensions, and must include all aspects of the stormwater drainage reserves, retarding basins, wetlands, stormwater connections, outfalls and any Water Sensitive Urban Design measures (where applicable).

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Storm Water Management Strategy

52. Prior to certification of subdivision layout plan, a Storm Water Management Strategy report is to be prepared and submitted to the satisfaction of Melbourne Water and Responsible Authority. The report is to consolidate any material previously submitted in relation to drainage and water quality treatment, and provide any additional information required by Melbourne Water. The report is to confirm the dimensions of any drainage or natural waterway reserve within or adjacent the land, including any associated water quality treatment assets, to the satisfaction of Melbourne Water. The report is also to consider:

- (a) Directing stormwater runoff into nature strips, medians and other planted areas.
- (b) Local stormwater harvesting for irrigation of public open space.
- (c) Increase use of water sensitive urban design in the development.

Native vegetation removal

53. No native vegetation shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.

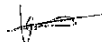
Filling of land

54. Before any filling works associated with the subdivision commence, bulk earthworks plans must be submitted to and approved by the responsible authority. When approved, the bulk earthworks plans will be endorsed and will then form part of the permit. Works must not commence prior to the approval of an SEMP. All works shown on the endorsed plans must be done under 'Level1 Inspection and Testing' conditions, as per Australian Standard AS3789. Level1 test reports, compiled by a reputable geotechnical engineer, must be submitted to Council prior to the issue of a Statement of Compliance.

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The owner or developer of the subject land must ensure that wherever the approved construction plans for roadworks and drainage show filling exceeding 300mm compacted depth (finished surface level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the construction plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

Construction vehicle Access

55. During construction works under this permit, access to and egress from the subject land must be via a route approved by the responsible authority.

Reticulated Services

56. Prior to the issue of a Statement of Compliance, reticulated water, drainage, sewerage and electricity reticulation underground must be available to each lot, including reserves, shown on the endorsed plan.

Interconnection of Streets

57. Prior to the Statement of Compliance for the relevant stage, any streets where an internal parcel connection is intended, must be constructed to the property boundary to the satisfaction of the Responsible Authority.

Dual Pipe Recycling Water

58. Unless otherwise agreed in writing with City West Water, the developer must enter into an agreement with City West Water requiring the subdivision to be reticulated with a dual pipe recycled water system to provide for the supply of recycled water from a suitable source to all lots and open space reserves provided in the subdivision.

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Dual Plumbing for Recycled Water Supply

59. Prior to the Statement of Compliance for the relevant Stage, any plan of subdivision must contain a restriction which provides that no dwelling or commercial building may be constructed on any allotment unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

Third Pipe Recycled Water Infrastructure

60. Third pipe recycled water infrastructure must be provided to each lot to the satisfaction of the Responsible Authority.

Fire Hydrant Requirements

61. Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of standard C29 (Clause 56 of Wyndham Planning Scheme), fire hydrants must be provided to the satisfaction of the relevant fire authority.

Electrical Kiosk Locations

62. The plan of subdivision submitted for certification must show the location of any reserve to be used to accommodate electrical substations or kiosks to the satisfaction of the Responsible Authority. Utility reserves adjoining or within any open space reserves or within road reserves will not be permitted except with the prior written consent of the Responsible Authority.

Removal of excavated material

63. Approval for the removal and disposal of any excavated material or top soil from the subject land is required from the Council.

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Dust from material stockpiles

64. Adequate measures must be undertaken to ensure dust from materials stockpiled does not affect adjoining properties or surrounding area, to the satisfaction of the Responsible Authority. Adequate measures to control dust must be in place at all times whilst works are being undertaken to the satisfaction of the Responsible Authority.

During Construction

65. Measures must be taken to suppress dust, noise or other emissions during construction to prevent nuisance to surrounding neighbours as defined by the Public Health and Wellbeing Act 2008. Construction and/or demolition works must comply with the requirements specified in the Environment Protection Authorities, Noise Control Guidelines Publication 1254, October 2008.

Truck Routes and Site Access

66. Prior to any works commencing on the approved subdivision/development, a plan showing truck routes including the delivery of any disposal of surplus materials from the site of the development must be submitted to and approved by Council's Engineering Services Department. This plan must include the following:
- (a) Anticipated vehicle movements per day.
 - (b) Types of vehicles and hours between which this route is required for vehicles associated with the subdivision.
 - (c) Restrictions on travel within local residential streets (speed, hours etc).
 - (d) Any required works to the entrance of the site.
 - (e) Methods and timing of response to rectify spilt debris and mud from construction vehicles, including appropriate contact details if required. This includes debris and mud that occurs along any part of an approved Truck Routes.

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During construction of works under this permit, access to and egress from the subject land must only be via a route as shown on an approved, stamped Truck Route Plan. Once approved a sign/plan no greater than 2 square metres indicating the approved truck route must be displayed at all exits of the subdivision.

Certified Plans to be referred under S8 of Subdivision Act

67. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Satisfactory Continuation of Subdivision

68. The subdivision permitted by this permit must be carried out to the satisfaction of the Responsible Authority.

City West Water

69. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.
70. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.
71. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

Melbourne Water

72. Prior to certification of each Stage, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
73. Easements and/or reserves must be shown on the Plan of Subdivision and must be created over any existing and/or proposed Melbourne Water assets to the satisfaction of Melbourne Water.

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74. Prior to commencement of works, a separate application direct to Melbourne Water's Asset Services team must be made for formal approval of any stormwater connection to a Melbourne Water asset or before building, planting or installing utility works over, or near, any of Melbourne Water's assets. The Asset Services team can be contacted on telephone 9679 6614 or email via assetservices@melbournewater.com.au
75. At least 21 days prior to commencement of works, a Site Management Plan detailing pollution and sediment control measures, must be submitted to Melbourne Water.
76. Prior to the issue of Statement of Compliance for each Stage, the Owner must enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
77. Should internal and downstream Melbourne Water drainage scheme works not be completed by the time a Statement of Compliance is sought, evidence confirming that the site has a free draining outfall and, if flows are not retarded back on site, that the existing downstream retarding basin at McGrath Road (MW ref 7716/16) has capacity to cater for the additional flows.
78. Prior to issue of a Statement of Compliance for each stage, engineering plans of the development (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
79. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
80. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.

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81. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria either as outlined in the Planning and Building page of Melbourne Water's website, or where appropriate to Council's requirements and standards.
82. Local drainage shall be to Council's satisfaction.
83. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
84. Water Sensitive Urban Design measures must be implemented in accordance with the agreed Stormwater Management Strategy. It is understood that the required treatment systems will be constructed in conjunction with other stages. It is therefore not required to implement stormwater treatment measures as part of this stage.

Powercor Australia Ltd

85. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
86. The applicant shall:
- Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
 - Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.

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- Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
- Any construction work must comply with Energy Safe Victoria's "No Go Zone" rules.
- Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision. Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
- Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Power Line" pursuant to Section 88 of the Electricity Industry Act 2000.
- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

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Downer Utilities Australia Pty Ltd

87. The Plan of Subdivision submitted for certification under the Subdivision Act 1988 shall be referred to AusNet (Gas) in accordance with Section 8 of that Act.

VicRoads

88. Prior to the consent for the certification of the Stage 9, the following must be submitted and approved by the Road Corporation:
- (a) Traffic Impact Assessment Report (TIAR) identifying any traffic and access issues at the intersection of Ballan Road and Parklane Drive.
 - (b) Any mitigation measures to the intersection of Ballan Road and Parklane Drive.
89. Prior to the issue of the Statement of the Compliance for the Stage 9, the following works must be completed at no cost to the Roads Corporation and to the satisfaction of the Road Corporation and the Responsible Authority:
- (a) Any mitigation measures as identified in the TIAR to be implemented to the intersection of Ballan Road and Parklane Drive.

Completion of Subdivision

This permit will expire if (any of the following apply):

- (a) The Plan of Subdivision for the first stage is not certified within two (2) years of the date of this permit; or
- (b) The Plan of Subdivision for the last stage of the subdivision is not certified within five (5) years of the date of this permit; or
- (c) The registration of the last stage of the subdivision is not completed within five (5) years of the certification of that Plan of Subdivision.

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The Responsible Authority may extend the periods referred to if a request is made in writing whereby either of the following instances apply:

- (d) before or within six (6) months after the permit expiry date, where the use or development allowed by the permit has not yet started; or
- (e) within twelve (12) months after the permit expiry date, where the proposal allowed by the permit has lawfully started before the permit expires.

Protection of Aboriginal Heritage Places

FOOTNOTE: All Aboriginal places and objects in Victoria are protected under the Aboriginal Heritage Act 2006. It is an offence to wilfully or negligently disturb or destroy an Aboriginal place or object under the Aboriginal Heritage Act 2006.

Cultural Heritage Assessment

FOOTNOTE: Where it is suspected that works may impact on Aboriginal cultural heritage places or objects and areas of sensitivity, the applicant should fund a cultural heritage assessment. The assessment should be undertaken by a suitably qualified cultural heritage advisor in conjunction with representatives of the Registered Aboriginal Party or applicant. A heritage assessment may inform the need for a cultural heritage management plan to be completed or a cultural heritage permit to be sought.

Existing Easement

FOOTNOTE: Any removal of existing easements will require an additional planning permit.

Date Issued

08 June 2018

Signature for the Responsible Authority



**Kun Ho Seo
Senior Town Planner**

**PLANNING
PERMIT**

Application No.: WYP9651/16
Planning Scheme: Wyndham Planning
Responsible Authority: Wyndham City Council

ADDRESS OF LAND:

Land Title: V 9317 F 266 L 4 LP 125673 Werribee Parish
Land Address: 530 Ballan Road WYNDHAM VALE VIC 3024

AAV Contact Details

FOOTNOTE: Information on Aboriginal cultural heritage relating to the project area may be obtained from the Aboriginal Affairs Victoria web site at <http://www.dpcd.vic.gov.au/indigenous/aboriginal-cultural-heritage>. Contact lists of Registered Aboriginal Parties, cultural heritage advisors, maps and information for landowners are located on the website. Further, if the proposal includes Crown land, it may be necessary to consult with any parties who hold Native Title interests in the area.

Date Issued

08 June 2018

Signature for the Responsible Authority



**Kun Ho Seo
Senior Town Planner**

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit. *NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.*

WHEN DOES A PERMIT BEGIN?

A permit operates;

- from the date specified in the permit; or
- If no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 9742 0777
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

13 June 2019

Peyton Waite Pty Ltd
Po Box 2245
IVANHOE EAST VIC 3079

Dear Sir/Madam,

Planning Permit Application: WYP9651/16.10
SPEAR Reference No.: 0
Description: Condition of Permit/Plans - Condition 31 & 32
Location: 530 Ballan Road WYNDHAM VALE VIC 3024

V 9317 F 266 L 4 LP 125673 Werribee Parish

I refer to your recent letter, requesting the plans / documents submitted be endorsed under condition **31 & 32** of the above permit.

Your request to endorse plans / documents has now been granted by Council.

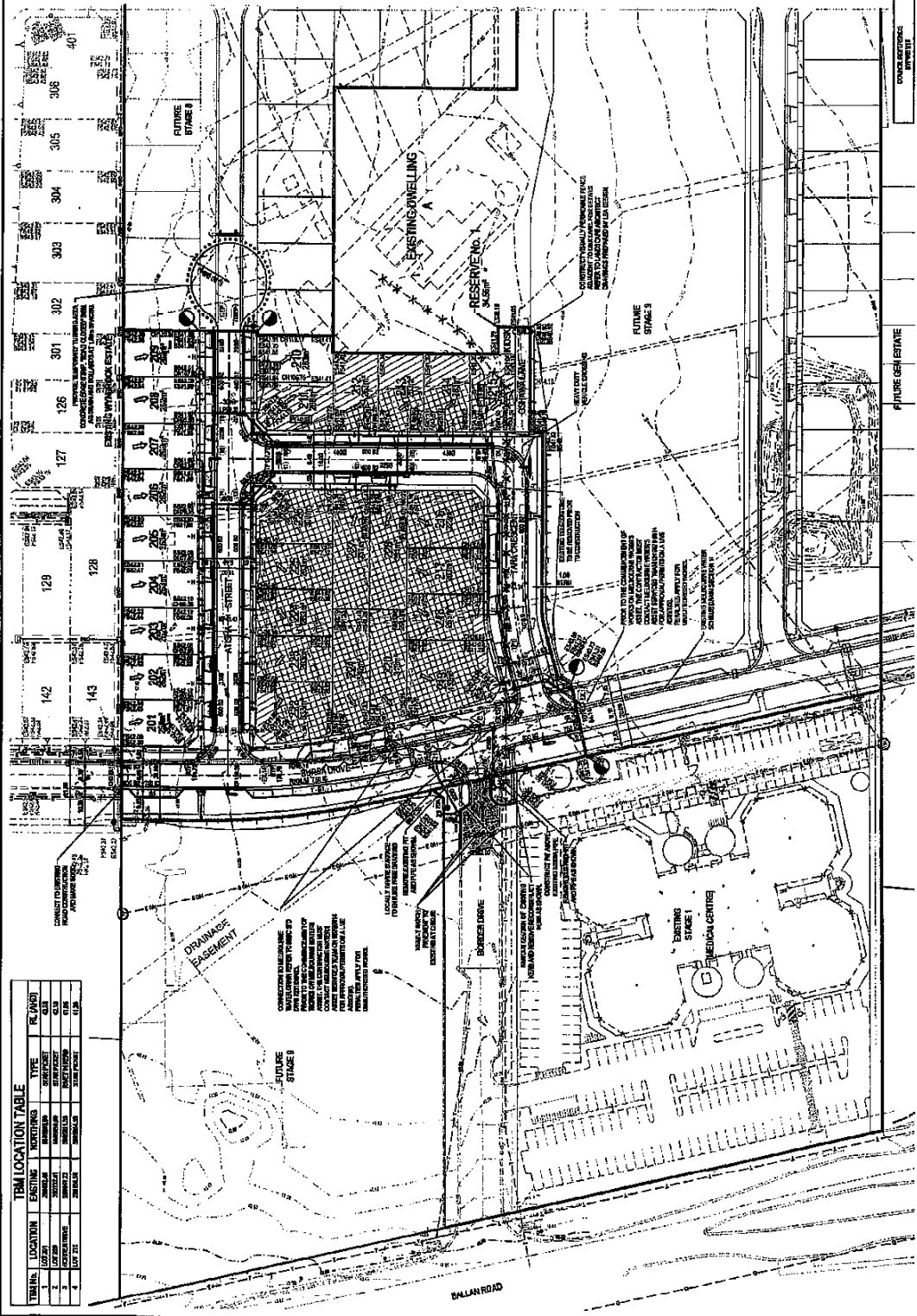
Please find attached a copy of the endorsed plans / documents which now form part of the Planning Permit.

If you have any queries please telephone or e-mail quoting the planning permit application number.

Yours faithfully,

Benny Singh
Senior Town Planner
Wyndham City Council

TEAM LOCATION TABLE					
TEAM No.	LOCATION	EASTING	NORTHING	TYPE	REMARK
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2	LOT 258	284022.47	848002.48	STAKE POINT	CL 19
3	SECTION 22	284047.23	848017.13	POINT IN ROAD	71.05
4	LOT 215	284048.18	848017.13	STAKE POINT	61.26

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~~SECRET~~

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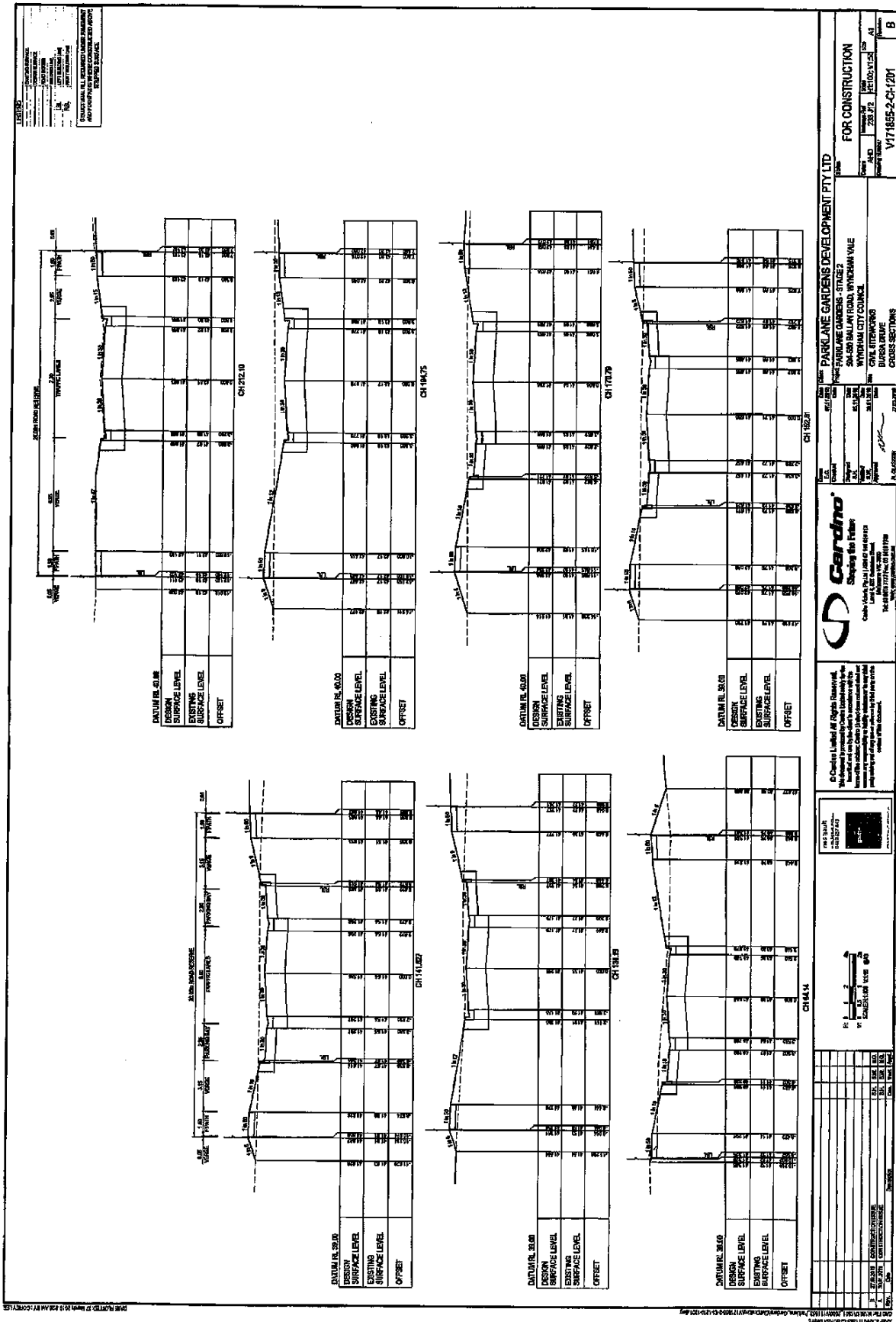
RIGHTS RESERVED.

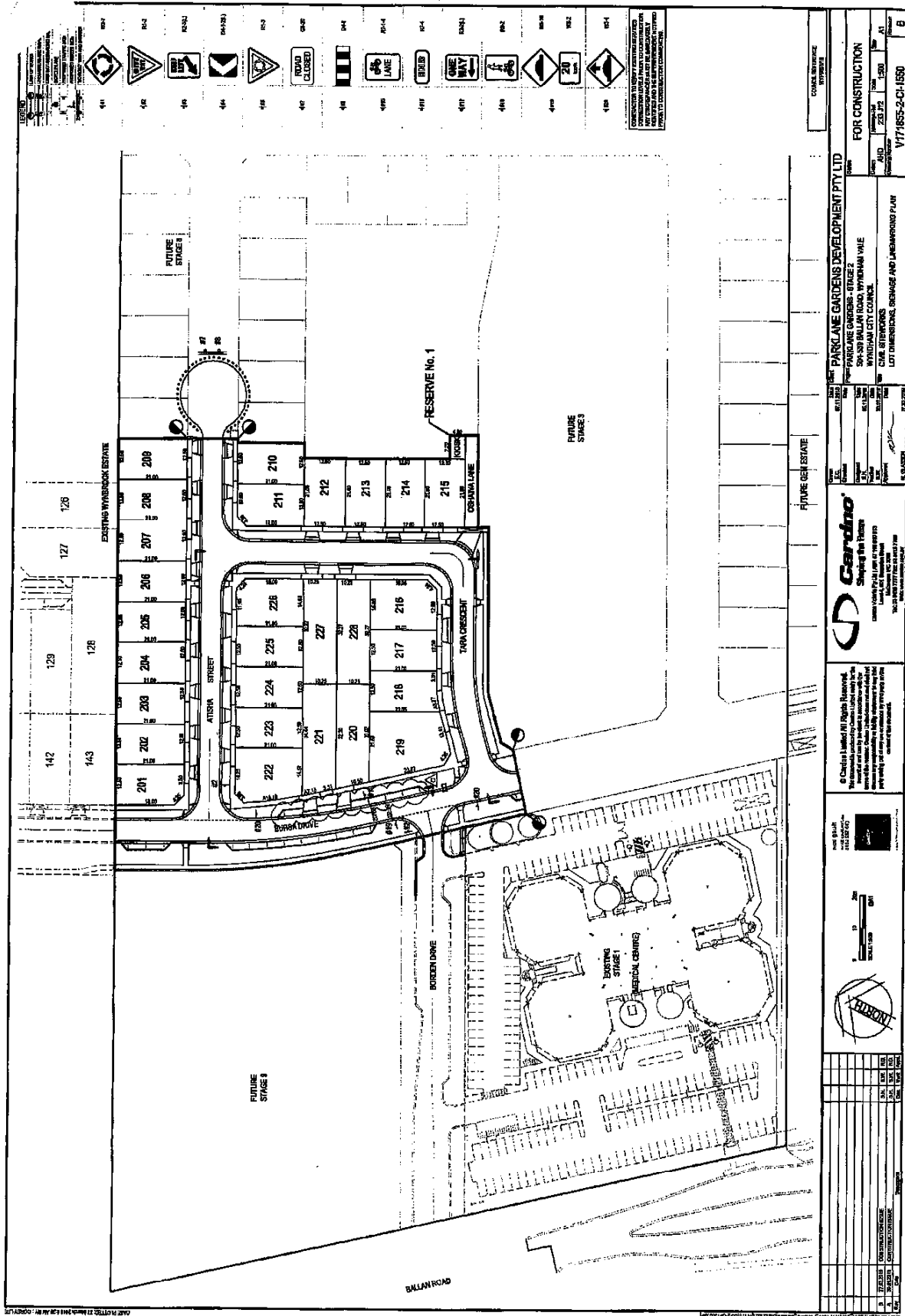
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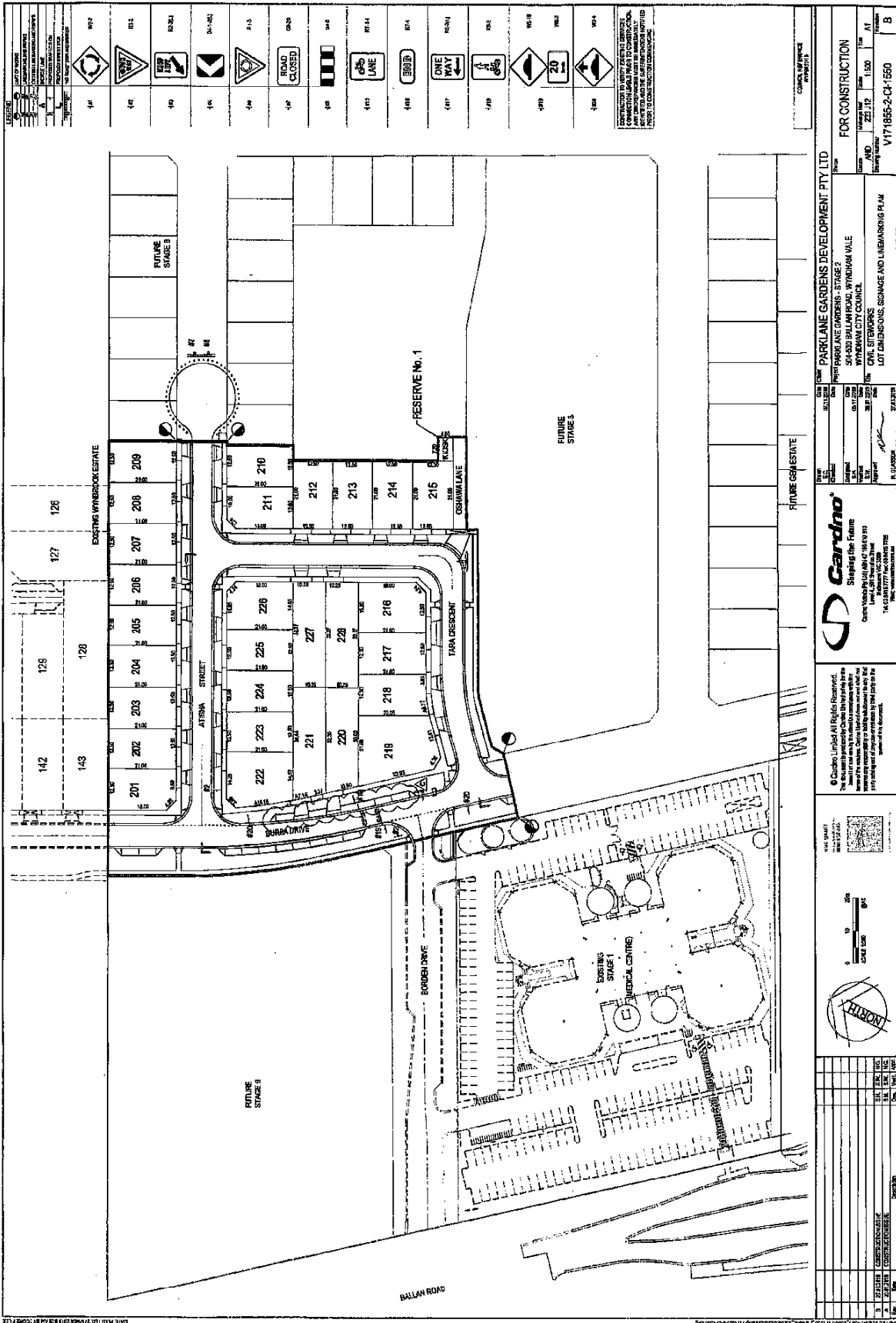
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Fax 1-815-7700

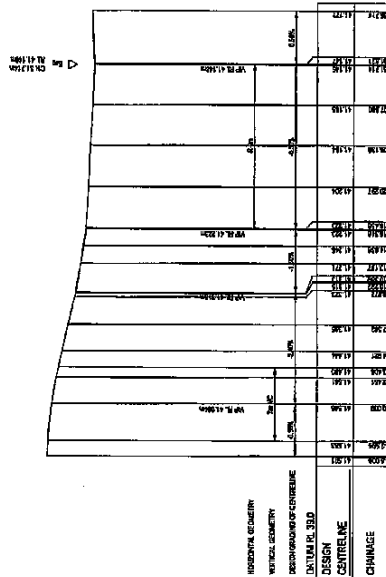
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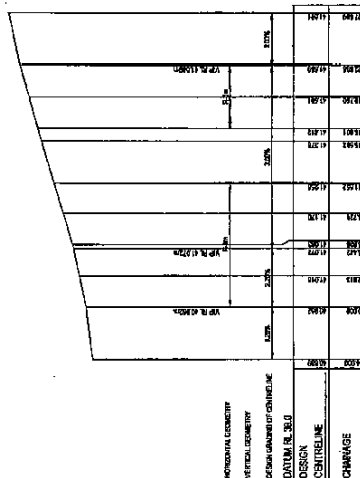


**TARA CRESCENT & BURSA DRIVE / BORDEN DRIVE
& BURSA DRIVE INTERSECTION DETAIL**

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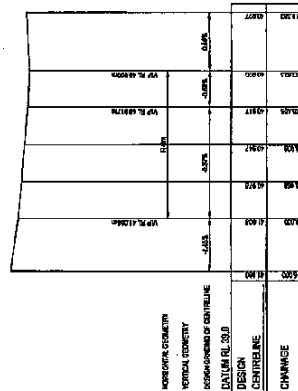
RSK01 - LONGITUDINAL SECTIONS

SCALE M1200.V120



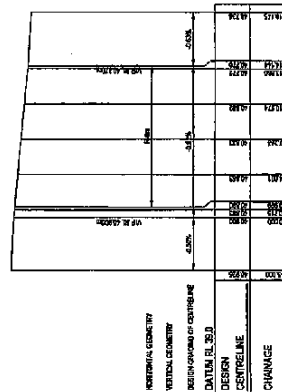
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SCALE H:200 V:20



RSK03 - LONGITUDINAL SECTIONS
SCALE H:V=200 V:20

TELEPHONE



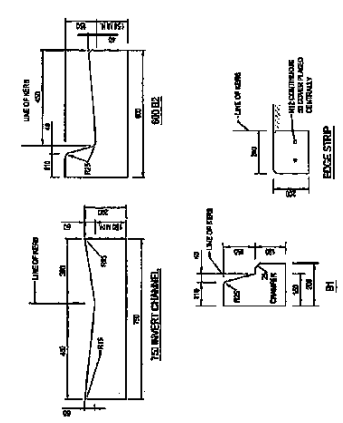
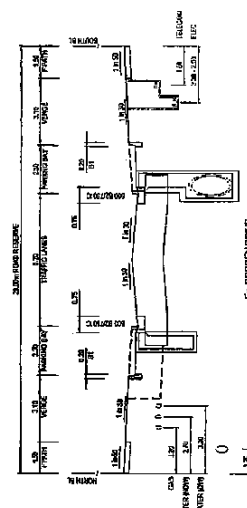
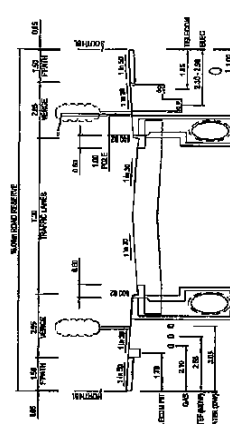
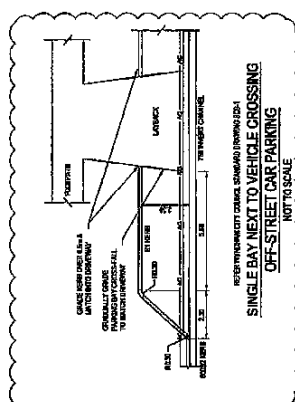
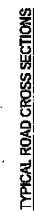
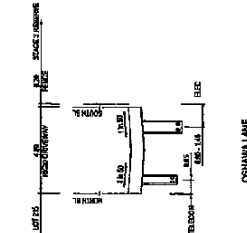
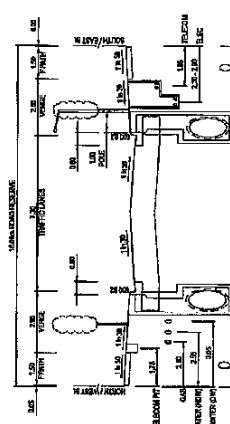
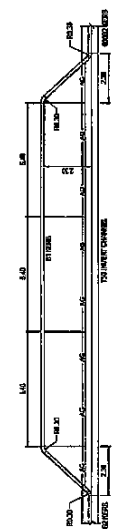
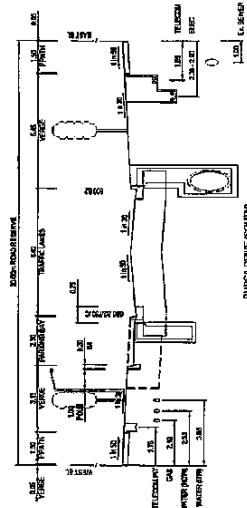
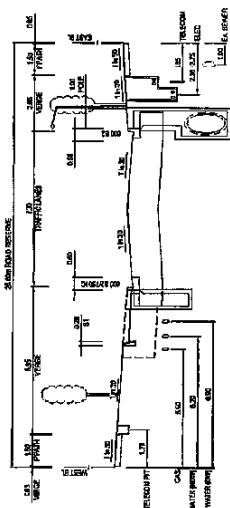
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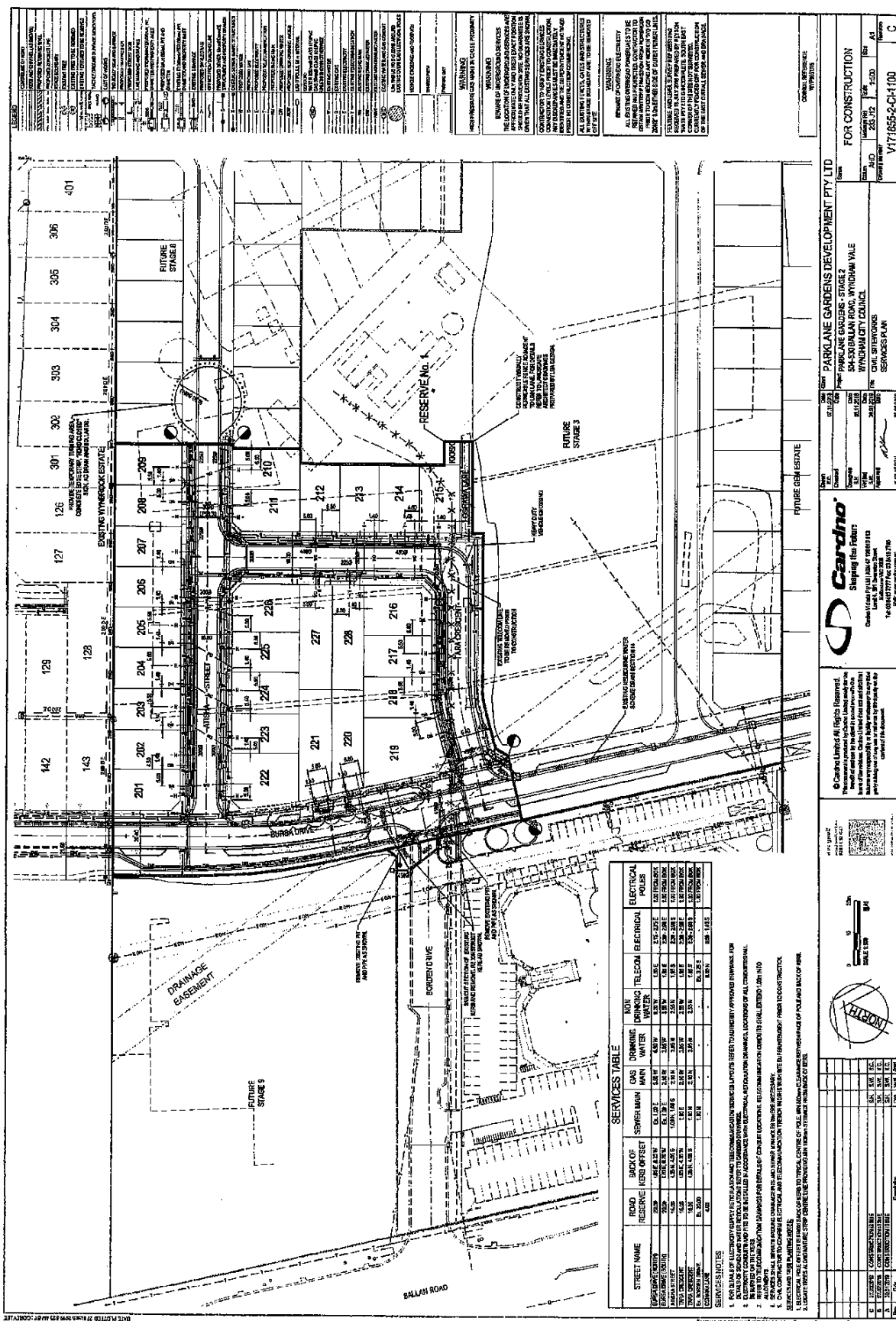
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PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 1 of 25

Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

Date: 27 September 2018

PARKLANE GARDENS

504-130 BALLAN ROAD

WYNDHAM VALE

46m ROAD

DESIGN GUIDELINES

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04
Condition No: 25
Sheet: 2 of 25
Approved by: Johnny Zhang
WYNDHAM CITY COUNCIL
Date: 27 September 2018

1.0 GUIDELINE OBJECTIVE

Parklane Gardens' Design Guidelines have been prepared and will be used to develop and maintain a consistent high standard of building, streetscape and landscape design and construction across the estate.

They will provide guidance to owners, designers and builders in the selection and detailing of homes and landscaping and to the Parklane Gardens' Design Approval Committee (DAC) in the review and approval of home and landscape designs submitted to it.

2.0 DESIGN APPROVAL

2.1 Design Approval Process

Approval is required from the Design Approval Committee (DAC) for construction of new homes, including garages, fences, sheds and any other structures and front garden landscaping, on any lot within Parklane Gardens.

Upon receiving approval from the DAC, the applicant must then obtain building approval for the dwelling from the local Council/independent building surveyor and/or any other relevant governing authority. It is the responsibility of the applicant to ensure all proposed works meet all relevant authority requirements and to ensure that the required permits are obtained.

The DAC will assess all designs and endorse the submission requirements if they are compliant with the Design Guidelines. Any conditions imposed by the DAC must be complied with.

All dwellings will achieve full compliance with the Small Lot Housing Code, except for the dwelling on existing dwelling lot (which is not being developed at this time) and the three concaved corner lots, one in Stage 4 and two in Stage 7, for which specific building envelopes have been established and registered on the property titles for these lots.

If the design submission does not comply with the Design Guidelines, the DAC will advise the applicant on the areas of non-compliance. Applicants will then be required to submit amended plans to gain approval.

Submissions will be assessed against the current version of the Design Guidelines. The final decision regarding all aspects of the Design Guidelines will be at the discretion of the DAC. The DAC also reserves the right to vary any requirement of the Design Guidelines, except for Clause 3.1 Streetscapes. In allowing any such variation, the DAC will ensure that the level of diversity intended within the estate by the original Guideline is maintained.

The DAC will endeavour to assess proposals within 10 business days.

2.2 The Steps

- (1) **Purchase your land.**
- (2) **Design your dwelling** } Where your purchase was for
} land and dwelling package, the
- (3) **Submit plans to the DAC** } dwelling included will have
} already been reviewed and
- (4) **Receive approval from the DAC** } approved by the DAC.
- (5) **Obtain building permit**
(and all other relevant authority approvals)
- (6) **Commence construction**
- (7) **Complete construction**
A Certificate of Occupancy must be obtained prior to occupation.
- (8) **Complete fencing, driveway and landscaping**
compliance prior to occupancy.
- (9) **Additional works**
Any proposed extensions or outbuildings that were not included with the original submission to the DAC require approval of the DAC and potentially other relevant authorities.

2.3 Submission requirements

Where DAC approval is to be obtained by the owner, copies the following must be submitted to the DAC, either via post or email.

1. **Completed Application Form**
Refer Attachment 1.
2. **Site Plan (scale 1:200)**
Must indicate all boundary setback dimensions, total site coverage and floor areas, site contours, north point easements, vehicle crossover, driveway and other non-permeable surfaces, fencing details, ancillary items, any proposed outbuildings and details of any proposed retaining walls.
3. **Floor Plans (minimum scale 1:100)**
Must indicate all key dimensions, internal layout, including rooms, pergola, decks, terraces, balconies, verandahs, windows and doors, openings and ancillary items.
4. **Elevations (minimum scale 1:100)**
Must include all four elevations and indicate building heights, finished floor to ceiling levels, roof pitch, eaves depth, external finishes, ancillary items, existing ground levels, prepared earthworks and details of any proposed retaining walls.
5. **External Colour and Material Selection**
Must submit details of all proposed external colours and materials, including brands, colour names and colour swatches where possible.

Please note:

- Plan and elevations must also be submitted for any proposed carports, sheds or similar.
- If submitted via the post, plans must be provided in A3 format.
- All documents submitted via email must be in pdf format.

For enquiries, please contact the DAC Convenor, Wes Gault,

on 0408 692 443.

Submit applications to

or

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME
Permit No: WYP9651/16.04
Condition No: 25
Sheet: 5 of 25
Approved by: wes@gault.net.au
WYNDHAM CITY COUNCIL
Date: 27 September 2018
Parklane Gardens c/o
9 Fordham Avenue
Camberwell Vic 3124

3.0 DESIGN GUIDELINES

3.1 Streetscapes

(1) Dwelling Diversity

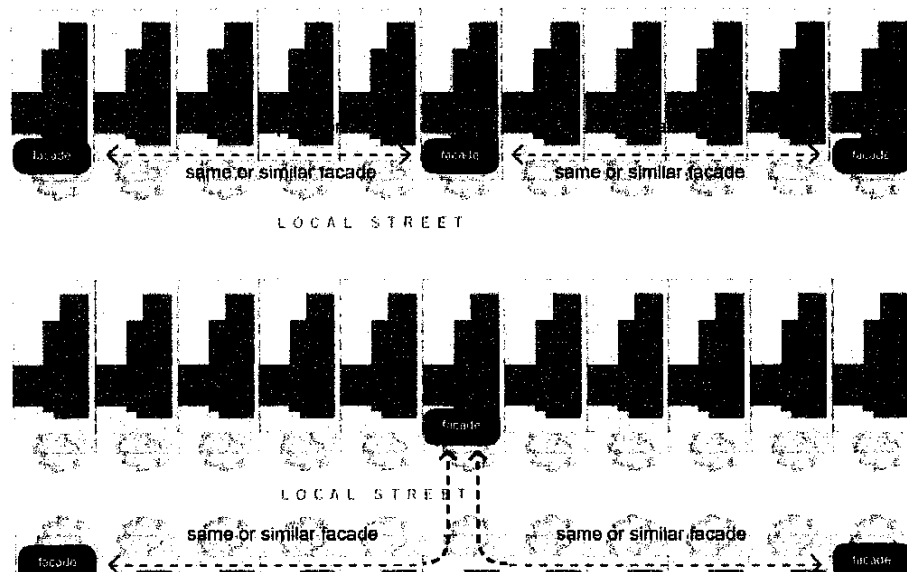
Parklane Gardens will primarily be selling house and land packages. Alternatively Parklane Gardens, through its Design Approval Committee (DAC) will encourage the construction of both single and double storey dwellings along each row of houses throughout the estate.

Lots at time of sale will be recommended for single or double storey dwellings.

(2) Facades, Materials and Colours

For each release of the development, Parklane Gardens will develop building façade requirements and material and colour palettes, so that a high quality co-ordinated character is created across the estate.

Façade details used in these Guidelines on any one dwelling must not be repeated until at least five dwellings further down the street, providing diversity and interest without losing the themed, co-ordinated character proposed for each stage of the development.



Dwellings offered for sale by Parklane Gardens will comply with these Guidelines. Where purchasers arrange for their own dwellings, these are to generally comply with the façade material and colour requirements as detailed in these Guidelines.

The streetscapes attached at the rear of these Guidelines illustrate indicative material and colour palettes that will be acceptable to the DAC. These palettes have been applied to the streetscapes to indicate how the co-ordinated diversity proposed would be administered by the DAC.

3.2 Dwelling Design

Dwelling designs will be selected and/or approved to reflect an appropriate contemporary, high quality response to result in establishing the desired neighbourhood character of Parklane Gardens.

- (1) Front elevations shall be designed to include windows and other features (such as verandahs, projections, varying roof forms and materials) which sufficiently address the street frontage. Large areas of blank or non-articulated walls will not be used or approved.
- (2) Mock period style features will not be allowed.
- (3) Double storey homes will incorporate articulation between ground and first floor.
- (4) The main entry will be located on the front elevation, facing the primary frontage.
- (5) Pitched roofs will be used throughout.

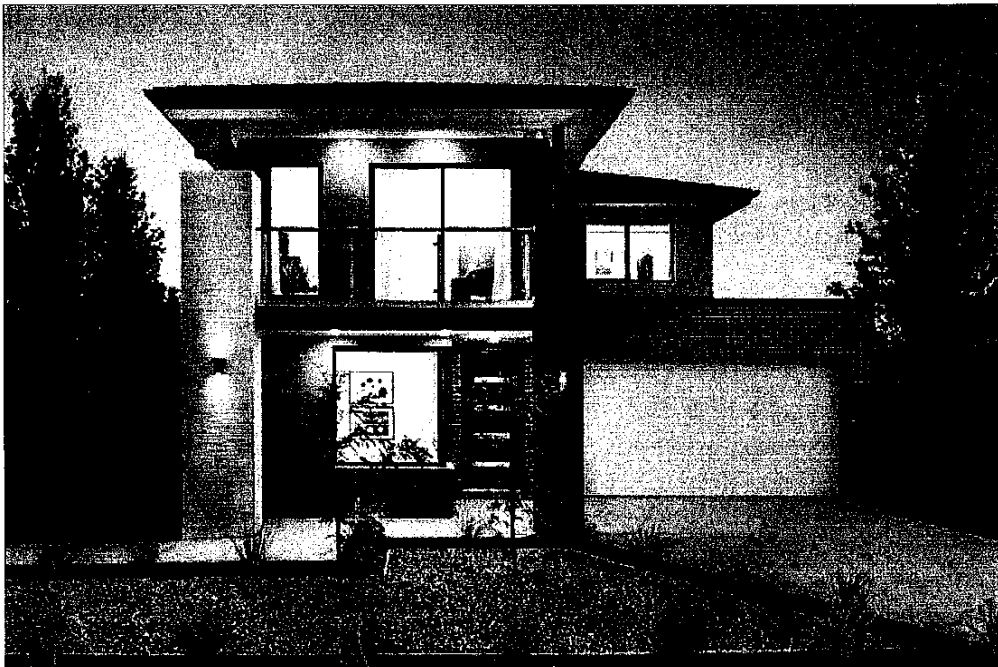
- (6) Alternative roof forms, such as skillion or flat roofs or gable features may be considered by the DAC but again only if each demonstrates high architectural integrity when assessed in the context of the proposed dwelling.

Permit No: WYD95146-06
 Condition No: 25
 Sheet: 7 of 25
 Approved by: Johnny Zhang
 WYNDHAM CITY COUNCIL
 Date: 27 September 2018

- (7) The width of the front elevation must comply with the following (as applicable).

Lot width	Min. width (GFL)	Min. width (1 st floor level)
12.5m or less	85%	60%
16m	80%	55%

Examples of acceptable dwellings follow:



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PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04



3.3 Garage Design

The location and treatment of garages and garage doors must contribute positively to design of the dwelling and the streetscape.

- (1) All lots will provide vehicle accommodation in the form of an enclosed garage.
- (2) Garages will not dominate the façade and will have a panel lift/sectional door to the street frontage.
- (3) Garage doors will not exceed 5.2m in width.
- (4) Only one garage and crossover will be approved per lot.

Refer examples in above illustrations.

Permit No: WYP9651/16.01

Condition No: 25

Sheet: 9 of 25

Approved by: Johnny Zhang

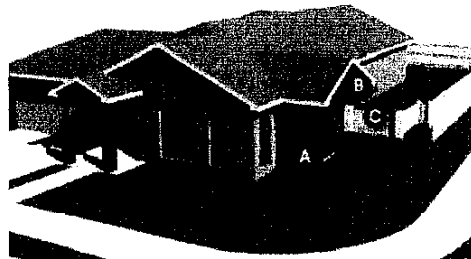
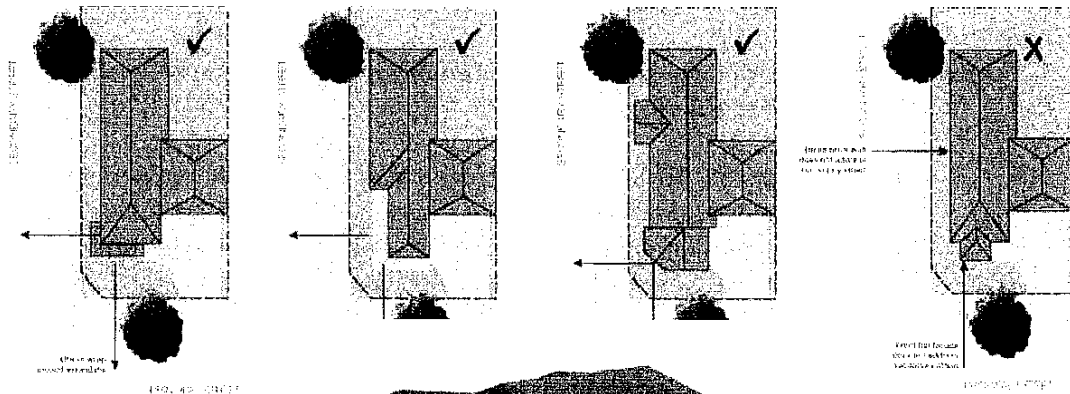
WYNDHAM CITY COUNCIL

3.4 Corner Lots

It is essential that homes on corner lots are designed to address their prominent position within the streetscape and contribute to the creation of an attractive safe living environment.

Requirements:

- Side elevations facing a road or reserve must include sufficient detailing which matches and complements the design of the front elevation (corner treatment).
- Window/s must be included within the corner treatment.
- Locating bathrooms and laundries on corner elevations is discouraged.



Home on corner lot showing:

- A** Primary frontage treatments
- B** Articulation of roof and walls to secondary frontage
- C** Side fencing setback behind front wall

3.5 Colours and Materials

An important element in maintaining a high quality of residential neighbourhood character, is the considered use of external building materials, colours and other related finishes. This ensures durability and will maintain Parklane Gardens appeal for many years to come.

- (1) A minimum of two materials will be used on facades. No single material will comprise greater than 80% of the façade. This applies to all front elevations and elevations which face other streets or reserves.
- (2) Glazed concrete roofing tiles are proposed throughout, but corrugated iron roofing and masonry, slate or terracotta tiles may also be considered for approval.
- (3) Garage door profile and colours will complement the design and colour scheme of the dwelling.
- (4) External colours will be neutral, muted tones. A highlight colour may however be used on small areas of a façade. Colours will be generally consistent with or equivalent to those shown in indicative colour palettes attached herewith. Bright or heritage colours will not and are not to be used.
- (5) External windows and doors will not be reflective, frosted, coloured or patterned film on glass.
- (6) Security shutters, sunblinds, shade sails or canvas awnings will not be used or approved where these are visible from the public areas.

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 11 of 25

Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

Date: 27 September 2018

3.6 Fencing

(1) Front fences

No front fences are proposed or will be approved.

(2) Side fences

- Side and rear boundary fencing will be provided for all lots as part of house packages and will be constructed from capped timber palings with exposed posts.
- Side and rear boundary fencing will comply with the Small Lot Housing Code.
- Side boundary fencing will return at 90° to abut the dwelling or garage (return fence). These fences, including any gates, must be constructed from capped timber palings with exposed posts to match the boundary fencing.
- Corner lots: Fencing along a side boundary which abuts a road will be painted or stained to be compatible with the material and colour palette adapted for the dwelling.

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 12 of 25

Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

3.7 Driveways

- (1) Driveways will be constructed to blend with proposed dwelling façade colours in subdued, natural tones, consistent with the colour palette adapted for the dwelling. Driveways will be constructed prior to the issue of the Certificate of Occupancy.
- (2) The driveway will match the width of the garage opening, then taper as it approaches the front boundary so that it matches the width of the crossover.
- (3) Driveways will generally be exposed aggregate, but:
 - * pavers
 - * coloured concrete (consistent with streetscape pavement) may be considered.
- (4) Driveways will be constructed with a matt finish (shiny or reflective surfaces will not be used or approved).
- (5) Only one driveway per dwelling will be provided or approved.

3.8 Front Landscaping

- (1) Each house and land package will provide for front garden landscaping and must be provided where the dwelling is separately arranged by the purchaser.
- (2) These will be designed to create attractive visual spaces between lots and within each lot.
- (3) Plant selections that present well in all seasons will be adopted.
- (4) Landscaped areas between planter beds (excluding driveways) will be of permeable surface treatment such as pebbles, stepping pavers or gravel beds.
- (5) Planting will be provided to the landscaping strip between the driveway on closest side boundary.
- (6) All garden bed planting to be contained within a mulched bed and densely planted to ensure good coverage of growth. A minimum of 3 plants is required per square metre.
- (7) A minimum of one mature tree will be provided for each front garden.
- (8) A list of plant species regarded as acceptable at this time is included in the attachments to these Guidelines.

3.9 Services and Outbuildings

The appropriate integration of service items and outbuildings are essential factors to consider in the planning of dwellings at Parklane Gardens, not only in relation to function, but also the potential impact on the streetscape and neighbouring properties.

Requirements:

- All ancillary items and services, including but not limited to, water tanks, air conditioners, clothes lines, bins, satellite dishes, antennas, solar panels and service meters must be sited unobtrusively and away from public view. Details must be indicated on house plans as part of the application for DAC approval where applicable.
- All external plumbing, including spa pumps/motors must be concealed from public view. Downpipes and gutters are exempt from this requirement. Gutter and downpipe treatment must complement the dwelling colour scheme.
- Air conditioning units must be located below the roof ridge line and towards the rear of the property to minimise visual impact. They are to be coloured to blend with the adjoining wall or roof colour. Units shall be of low profile type and where possible fitted with noise baffles.
- Roof fixtures are not permitted on the front elevation. Solar panels may be flat or integrated to the roof pitch on north facing roofs. Elevating structures will not be permitted where these can be seen from the street.
- Internal window furnishings must be fitted within 3 months of occupancy. Sheets, blankets or similar materials will not be permitted.
- The use of roller shutters or fabric awnings on windows is prohibited.
- Sheds and outbuildings must be designed and located in a way which minimises visibility and potential impact on neighbouring properties and the streetscape. The DAC will assess these structures on their merits. The Private Open Space requirements specified in the Small Lot Housing Code, must be maintained at all times. Any proposed structures that do impinge on this Private Open Space requirement, diminish the functionality of doors or windows proposed in the dwelling or, in the view of the DAC, do not meet the requirements set out above with regards to

minimisation of visibility impacts on neighbouring properties or the streetscape, will not be approved.

Permit No: WYDPER1/15-01
Condition No: 25
Sheet: 15 of 25

Approved by: Johnny Zhang

- The size and design of ancillary structures such as pergolas and verandahs shall be consistent with and complementary to the dwelling design.
- No signs, including 'For Sale' may be erected, other than a 'Home for Sale' sign, which may be erected after completion of construction of a dwelling.

Recycled water:

Parklane Gardens has recycled water available. As per the Plan of Subdivision included in Contracts of Sale, all houses must incorporate dual plumbing for the use of recycled water in toilet flushing and garden watering.

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 16 of 25

Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

DATE: 27 SEPTEMBER 2016

3.10 Other Design Guidelines

Parklane Gardens has adopted the Small Lot Housing Code for all dwellings to be developed on lots throughout the estate, with the exception of the three concaved corner lots for which building envelopes have been established.

The following Design Guidelines therefore apply:

- **Small Lot Housing Code** (MPA, August 2014)
- **Practice Note for the Small Lot Housing Code** (MPA, August 2014)
- **Wyndham Planning Scheme** (where applicable on lots with alternative building envelopes)

(The SLHC Practice Note has been included as it provides a useful guide to the use of the Code.)

Copies of this Code and Practice Note are attached to this Guideline.

Guidelines from the Small Lot Housing Code to be adopted on lots throughout Parklane Gardens therefore include:

- Street setbacks
- Building heights
- Site coverage
- Permeability
- Car parking
- Side and rear setbacks
- Walls on boundaries
- Overshadowing of recreational open space
- Overlooking
- Daylight to habitable room windows
- Private open space
- Front fence heights
- Fences
 - setbacks
 - within 150mm of boundaries
 - on street alignments

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 17 of 25

Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

Date: 27 September 2018

ATTACHMENTS

- 1. Design Approval Committee (DAC) application form**
- 2. Structure Plan with release Stages**
- 3. Illustration of streetscapes acceptable to the DAC**
- 4. Indicative Colour and Material Palettes**
- 5. List of acceptable plant species**
- 6. Small Lot Housing Code (MPA, August 2014)**
- 7. Practice Note for Small Lot Housing Code (MPA August 2014)**

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04
Condition No: 25
Sheet: 18 of 25
Approved by: Johnny Zhang
WYNDHAM CITY COUNCIL
Date: 27 September 2018

Attachment 4

**Parklane Gardens
Wyndham Vale**

**Design Approval Committee (DAC)
Application Form**

Lot number _____ Street _____

Owner details:

Name/s _____

Contact number _____

Email _____

Postal address _____

Builder details:

Company _____

Contact details _____

Contact number _____

Email _____

Postal address _____

Applicant details (if different from above):

Company _____

Contact _____ person

Contact number _____

Email _____

Postal address _____

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 19 of 25

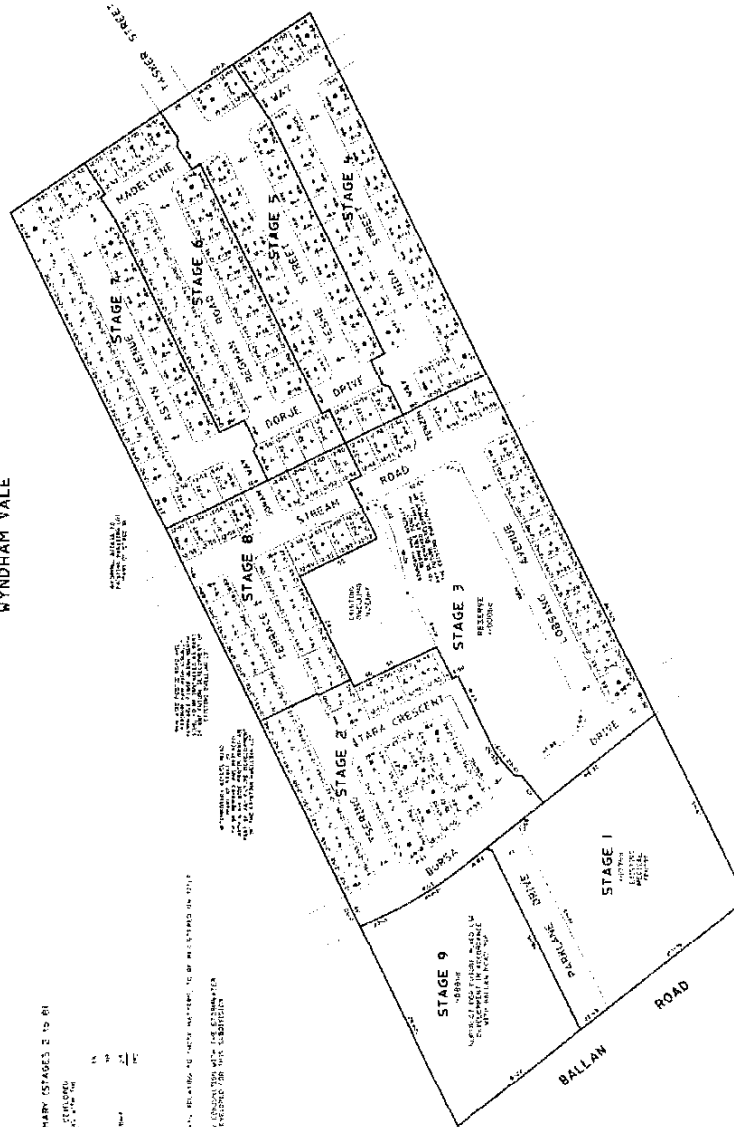
Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

Date: 27 September 2018

Attachment 2

PLAN OF PROPOSED DEVELOPMENT
PARKLANE GARDENS ESTATE
504 - 530 BALLAN ROAD,
WYNDHAM VALE



DEVELOPMENT SUMMARY (STAGES 2 TO 9)
TOTAL AREA: 12.5 HA
TOTAL LOT AREA: 12.5 HA
TOTAL LOT COUNT: 125
TOTAL LOT AREA: 12.5 HA
TOTAL LOT COUNT: 125

NOTES:
1. STAGE 1 IS SEPARATELY SUBMITTED.
2. STAGE 2 IS SEPARATELY SUBMITTED.
3. STAGE 3 IS SEPARATELY SUBMITTED.
4. STAGE 4 IS SEPARATELY SUBMITTED.
5. STAGE 5 IS SEPARATELY SUBMITTED.
6. STAGE 6 IS SEPARATELY SUBMITTED.
7. STAGE 7 IS SEPARATELY SUBMITTED.
8. STAGE 8 IS SEPARATELY SUBMITTED.
9. STAGE 9 IS SEPARATELY SUBMITTED.

SCALE	DATE	BY	FOR
1:1000	27/09/2018	JOHNNY ZHANG	WYNDHAM CITY COUNCIL
<p>WYNDHAM CITY COUNCIL PLANNING AND ENVIRONMENT 100 BALLAN ROAD, WYNDHAM VALE, VIC 3218 TEL: 03 9477 1111 FAX: 03 9477 1112 WWW.WYNDHAMCITYCOUNCIL.VIC.GOV.AU</p>			

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 20 of 25

Approved by: Johnny Zhang

Attachment 3

STREETSCAPES



ROAD K



ROAD I (EAST)



ROAD I (WEST)



PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

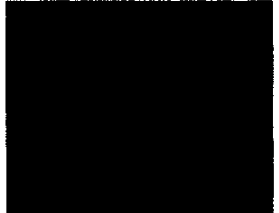




Attachment 4

Sheet: 21 of 25

EXTERNAL DESIGN SELECTION

PARKLANDS STAGE 2 - ROAD K

Date: 27 September 2018

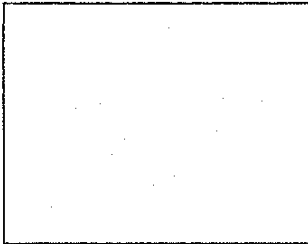
	Concrete Roof: Elabana – Sambuca
	Fascia/Gutters/Downpipes: Monument
	Aluminium Window Frames: Monument
	Garage Door: Knotwood Timberlook - Wedge (Lot 219 & Lot 217)
	Garage Door: Colorbond Surfmist (Lot 218 & Lot 216)



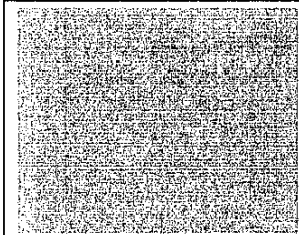
PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04
EXTERNAL DESIGN SELECTION
PARKLANDS – STAGE 2 – ROAD K
Sheet: 22 of 25

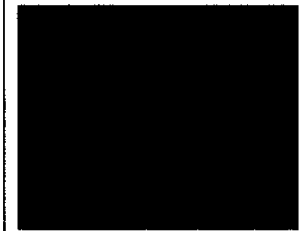
Approved by: Johnny Zhang
WYNDHAM CITY COUNCIL
Date: 27 September 2018



Render 1: Colorbond Surfmist



Render 2: Watty: London Fog – 49.50



Render 3: Bristol – Provincial Grey



Stained Timber Slats: Deck & Exterior – Washed Charcoal FTS 11/570



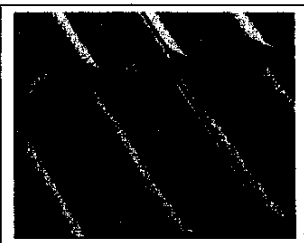
F.C. Lining behind Slats: Colorbond Night Sky –A29w



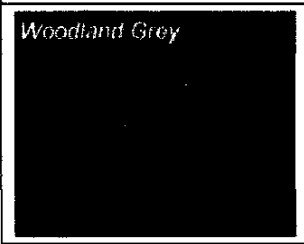
PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP0651/16.04
EXTERNAL DESIGN SELECTION
PARKLANDS - STAGE 3 - ROAD 1

Approved by: Johnny Zhang
WYNDHAM CITY COUNCIL
Date: 27 September 2018

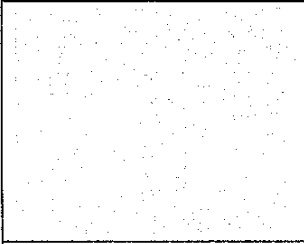


Concrete Roof: Elabana – Barrumundi

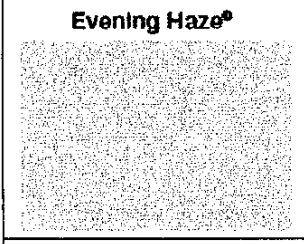


Woodland Grey

Fascia/Gutters/Downpipes: Woodland Grey

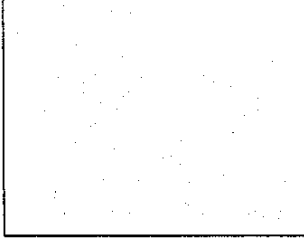


Aluminium Window Frames: Surfmist



Evening Haze®

Garage Door: Colorbond Evening Haze

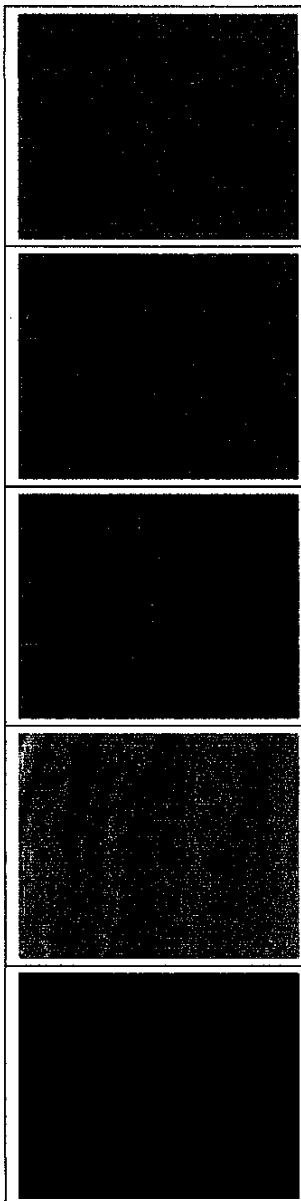


Render 1: Colorbond Surfmist



**LONG
ISLAND
HOMES**

Approved by: Johnny Zhang
WYNDHAM CITY COUNCIL
Date: 27 September 2018



F.C. Lining behind Slats: Colorbond Night Sky –A29w

PLAN / DOCUMENT AS REQUIRED UNDER CONDITION OF PERMIT
PLANNING AND ENVIRONMENT ACT 1987
WYNDHAM PLANNING SCHEME

Permit No: WYP9651/16.04

Condition No: 25

Sheet: 25 of 25

Approved by: Johnny Zhang

WYNDHAM CITY COUNCIL

Date: 27 September 2018

List of acceptable plant species for front garden use:

Attachment 5

- *Pyrus calleryana*
- *Pyrus* sp.
- *Callistemon viminalis*
- *Malus floribunda*
- *Eucalyptus leucoxylon* 'Rosea'
- *Melia azedarach* 'Elite'
- *Olea europea* 'Swan Hill'
- *Prunus cerasus*
- *Lagerstroemia indica*

AA8371

**Memorandum of common provisions
Restrictive covenants in a transfer
Section 91A Transfer of Land Act 1958**

Privacy Collection Statement

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

Lodged by	
Name:	Mast Lawyers
Phone:	5210 8012
Address:	Suite 1, 33 Mackey Street, North Geelong
Reference:	SM:200914
Customer code:	22373H

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: THE LAND

The land being transferred.

Benefited land:

The benefited land does not include the land being transferred.

All the lots in the registered Plan of Subdivision that take the benefit of the covenants.

Covenants: DEFINITIONS:

In this memorandum, unless the context otherwise requires:

Design Panel means the Parklane Gardens Design Approval Committee described in the Design Guidelines or such other persons as the vendor or Design Panel may appoint for the review purposes referred to in the Design Guidelines.

Design Guidelines means the Parklane Gardens Design Guidelines endorsed under condition 25 of planning permit No. WYP9651/16.04 issued by Wyndham City Council (**Permit**) and as revised from time to time with the consent of the Responsible Authority. A copy of current version can be accessed at <http://myparklane.com.au/>.

Dwelling has the same meaning as set out in the Land Use Terms of the planning scheme that applies to the land in the Plan of Subdivision but excluding outbuildings, carport/garage, outdoor rooms/alfresco rooms, porches and verandas.

Main Street frontage means the street frontage that allows the most direct access to the front door.

35392012A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments.

91ATLA

Page 1 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AA8371

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Occupancy Permit means an occupancy permit issued under the *Building Act 1993 (Vic)*.

Land means the land contained in a Lot.

Lot has the same meaning as in the *Subdivision Act 1988 (Vic)*, being a lot created by the Plan of Subdivision and if permitted, includes any lot created by further subdivision.

Plan of Subdivision means the relevant plan of subdivision to which this memorandum of common provisions applies, either by incorporation by way of restrictions on that plan of subdivision or a restrictive covenant created under the *Transfer of Land Act* that describes the benefited and burdened land as the land in the relevant plan of subdivision.

COVENANTS:

1. Use of Land

- 1.1. Unless the Transferor and the responsible planning authority designate the Land as suitable for development of more than one Dwelling:
 - 1.1.1. No building may be erected or permitted to remain on the Land, except a single, private Dwelling.
 - 1.1.2. Not more than one Dwelling may be erected or permitted to remain on the Land.
 - 1.1.3. The Land may not be further subdivided or consolidated with any other Lot in the Plan of Subdivision.
- 1.2. No building works may be constructed or carried out on the Land unless prior written approval is obtained from the Design Panel.
- 1.3. No building or works constructed on a Lot may be removed, demolished, altered, extended or renovated (apart from internal renovations that do not affect the exterior of any building on a Lot) unless prior written approval is obtained from the Design Panel.

2. Construction timeline requirements

- 2.1 Landscaping works to the front of the Dwelling must not be completed later than 6 months after the issue of the Occupancy Permit.
- 2.2 A driveway or crossover must not be left or cause to be left incomplete or partially constructed after the date of issue of the occupancy permit for the Dwelling.
- 2.3 The nature strip in front of the Lot, including grassing and planting, must not be left damaged or untidy after the issue of the Occupancy Permit for the Dwelling.

3. Use of the Land after construction of dwelling

The Transferee and any other occupier of the Land, but excluding the Transferor, must not:

- 3.1 house vehicles on the Land other than in a garage or driveway on the Land.
- 3.2 permit any boat, trailer, caravan, or such similar items to be visible from the Main Street Frontage.
- 3.3 permit any dwelling constructed on the land to be used for the purposes of a display home or for the purposes of marketing display homes unless the prior written consent of the Transferor is obtained.
- 3.4 erect or allow to remain erected on the land any sign, hoarding or similar structure unless it is for the sale or lease of the Dwelling and complies with any requirements under the relevant planning scheme.
- 3.5 use the Land for any purpose other than residential purposes and must not

91ATLA

V3

Page 2 of 3

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AA8371

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

cause or permit the Land or any part of it to be used for carrying on any noxious or offensive trade or activity.

4. Construction requirements

No Dwelling must be built on the Land unless:

- 4.1 A temporary fence with screening is constructed on site before construction works commence;
- 4.2 Waste receptacles are only located on Land and not on nature strips; and
- 4.3 Cages are provided on the construction site for storing and containing waste product.

Expiry:

31 December 2035

91ATLA

V3

Page 3 of 3

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Facsimile
Email

1300 023 411
(03) 9741 6237
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 380348

Our Ref: wLIC06151/23

Date: 07/08/2023

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2024
Assessment No: 211216
Certificate No: wLIC06151/23
All Enquiries and Updates to 1300 023 411



Property Description: V 12461 F 755 L B PS 817136 Werribee Parish
AVPCC Code: 102 - Vacant Englobo Residential Subdivisional Land
Property Situated: 530 Ballan Road
WYNDHAM VALE VIC 3024

Site Value	\$6850000	CIV	\$7025000	NAV	\$351250
------------	-----------	-----	-----------	-----	----------

The level of valuation is 01/01/2023.

The Date Valuation was adopted for rating purposes is 01/08/2023.

Credit Brought Forward		(\$2377.00)
Current Year's Rates		
Commercial VL Rates		\$25109.85
Municipal Charge		\$66.45
Fire Services Levy		\$1033.73
Current Rates Levied	\$26210.03	
Balance Outstanding		\$23833.03

TOTAL OUTSTANDING	\$23833.03
--------------------------	-------------------

Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.



This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$28.90 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC06151/23



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 2010679

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 2010679

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a copy of this LIC to PO Box 197, Werribee, VIC 3030



Property Clearance Certificate

Land Tax



INFOTRACK / MAST LAWYERS

Your Reference:	243957
Certificate No:	69915890
Issue Date:	08 FEB 2024
Enquiries:	ESYSPROD

Land Address: 16 MADELEINE WAY WYNDHAM VALE VIC 3024

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50398691	424	805599	12516	716	\$0.00

Vendor: TOTAL PERSON PTY LIMITED
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
TOTAL PERSON FAMILY TRUST	2024	\$35,542	\$707.71	\$0.00	\$0.00


Comments: Land Tax of \$707.71 has been assessed for 2024, an amount of \$707.71 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$0
SITE VALUE:	\$35,542
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 69915890

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$35,542

Calculated as \$0 plus (\$35,542 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code:5249
Ref: 69915890

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 69915890

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MAST LAWYERS

Your Reference:	243957
Certificate No:	69915890
Issue Date:	08 FEB 2024

Land Address: 16 MADELEINE WAY WYNDHAM VALE VIC 3024

Lot	Plan	Volume	Folio
424	805599	12516	716

Vendor: TOTAL PERSON PTY LIMITED
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 69915890

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 69915890

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 69915890

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

From www.planning.vic.gov.au at 07 February 2024 04:27 PM

PROPERTY DETAILS

Address:	16 MADELEINE WAY WYNDHAM VALE 3024	
Lot and Plan Number:	Lot 424 PS805599	
Standard Parcel Identifier (SPI):	424\PS805599	
Local Government Area (Council):	WYNDHAM	www.wyndham.vic.gov.au
Council Property Number:	266153	
Planning Scheme:	Wyndham	Planning Scheme - Wyndham
Directory Reference:	Melway 233 K11	

UTILITIES

Rural Water Corporation:	Southern Rural Water
Melbourne Water Retailer:	Greater Western Water
Melbourne Water:	Inside drainage boundary
Power Distributor:	POWERCOR

STATE ELECTORATES

Legislative Council:	WESTERN METROPOLITAN
Legislative Assembly:	WERRIBEE

OTHER

Registered Aboriginal Party:	Wadawurrung Traditional Owners Aboriginal Corporation
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[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 8 \(UGZ8\)](#)



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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 11 (DCPO11)



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](https://www.delp.vic.gov.au/disclaimer)



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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

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

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



Designated 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>.

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)