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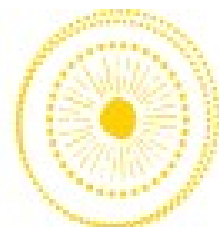
CONTRACT OF SALE OF REAL ESTATE

Lot _____ "Acacia Estate" Wollert 3750

HWL
EBSWORTH
LAWYERS

HWL Ebsworth, LAWYERS
Level 8
447 Collins Street
MELBOURNE VIC 3000
DX 564 MELBOURNE

Tel: (03) 8633 7500
Fax: 1300 365 323
Ref: FX:JLB:1202757



ACACIA
VILLAGE

CONTRACT OF SALE OF REAL ESTATE

Property Address: Lot _____ "Acacia Estate" Wollert 3750

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

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

The terms of this contract are contained in the:

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD

Section 31, Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have 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.

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 / /

Print name of person signing:

State nature of authority if applicable (eg. director, attorney under power of attorney):

Print name of person signing:

State nature of authority if applicable (eg. director, attorney under power of attorney):

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

SIGNED BY THE VENDOR

on / /

Print name of person signing: For and on behalf of Wollert Epping Developments Pty Ltd

State nature of authority (eg. director, attorney under power of attorney): Attorney

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

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

OFF-THE-PLAN SALES Section 9AA(1A), 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: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

VENDOR

Name: Wollert Epping Developments Pty Ltd
Address: Level 2, 117 McLachlan Street, Fortitude Valley QLD 4006
Phone: _____ Fax: _____ Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: HWL Ebsworth Lawyers
Address: Level 8, 447 Collins Street, Melbourne 3000
DX: 564 Melbourne
Phone: 03 8644 3533 Fax: 1300 365 323 Email: jbutcher@hwle.com.au

PURCHASER

Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____ Ref: _____
Address: _____
DX: _____
Phone: _____ Fax: _____ Email: _____

PROPERTY ADDRESS

Lot _____ "Acacia Estate" Wollert 3750

LAND

The land described in the attached copy title(s) and plan(s) as:
Lot _____ being the whole of the land described in the corresponding certificate of title set out in Schedule 1 and excludes any other lot set out in Schedule 1

GOODS

Nil – Vacant Land

PAYMENT

Price \$ _____
Deposit \$ _____ being an amount equivalent to 10% of the Price with \$1,000.00 payable on the signing hereof and balance due on ____/____/____
Balance \$ _____ payable at settlement

GST (refer to general condition 13)

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

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

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

SETTLEMENT

is due on ____ / ____ / ____

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

If '**subject to lease**' then particulars of lease are:

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.

ENCUMBRANCES

This sale is NOT subject to an existing mortgage unless the word '**subject to existing mortgage**' appear in this box:

If the sale is '**subject to existing mortgage**' then particulars of mortgage are:

SPECIAL CONDITIONS

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

special conditions

LOAN (refer to general condition 14)

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

Lender: _____

Loan Amount: \$ _____ Approval Date: ____ / ____ / ____

Schedule 1**Property Description**

LOT	PLAN NO.	VOLUME	FOLIO	ADDRESS
101	PS829732K	12499	263	2 Butternut Street, Wollert 3750
205	PS833330H	12499	327	17 Butternut Street, Wollert 3750
308	PS833331F	12499	872	30 Cottonwood Drive, Wollert 3750
309	PS833331F	12499	873	32 Cottonwood Drive, Wollert 3750
310	PS833331F	12499	874	34 Cottonwood Drive, Wollert 3750
311	PS833331F	12499	875	36 Cottonwood Drive, Wollert 3750
312	PS833331F	12499	876	40 Cottonwood Drive, Wollert 3750
319	PS833331F	12499	883	31 Butternut Street, Wollert 3750
321	PS833331F	12499	885	27 Butternut Street, Wollert 3750
322	PS833331F	12499	886	7 Cherry Street, Wollert 3750
323	PS833331F	12499	887	5 Cherry Street, Wollert 3750

SPECIAL CONDITIONS

1. Interpretation and definitions

1.1 In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and the following words have these meanings in this Contract unless the contrary intention appears:

Act means the *Sale of Land Act 1962*.

Bank means a bank for the purposes of the *Banking Act 1959*.

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking by a Bank in favour of the Vendor's Legal Practitioner and on terms satisfactory to the Vendor and/or its financier (acting reasonably), to pay money on demand to the Vendor's Legal Practitioner without reference to the Purchaser having no expiry date;

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne;

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.

Contaminant means any substance which is or may be harmful to the environment or to the health or safety of any person or which may cause damage to any property or the environment.

Council means City of Whittlesea.

DDF means the online form called "Digital Duties Form" generated from the SRO website.

Deposit means the deposit specified in the Particulars of Sale.

Design Guidelines means the set of building and design guidelines named "Acacia Village Design Guidelines", as amended from time to time, a copy of which is attached to the Vendor's Statement.

Development means any dwellings, structures and improvements constructed or to be constructed on the Development Land.

Development Land means the land owned by the Vendor known as Acacia Estate, Wollert, and where the context admits or requires includes the Property.

Development Works means the construction and completion of all infrastructure works, landscaping, installation of services and the subdivision of the Development Land and the construction of other lots on the Development Land and includes works of any kind necessary or incidental to establishing utility infrastructure and utility services, connections to such infrastructure and services, and including any excavation and general earthworks.

Due Date means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.

Estate Covenant means any building and design guidelines developed by the Vendor or its advisors regulating the construction of improvements on the lots in the Plan of Subdivision.

GST means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999*.

Guarantee means the form of guarantee annexed to this Contract as Annexure A.

House Works means excavation works and the construction of a dwelling, garage and fences on the Property.

House Works Completion Date means the date on which:

- (a) The Purchaser has completed construction of the House Works on the Property in accordance with all Approvals, any Section 173 Agreement and any Restrictions; and
- (b) an Occupancy Permit has issued.

Lot means the lot number specified in the Particulars of Sale.

Object means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.

Occupancy Permit means a permit or certificate to be obtained by the Purchaser from the Council or other duly authorised person or body certifying that the dwelling forming part of the House Works relating to the Property is suitable for occupation.

Permit means the planning permit issued by City of Whittlesea number 718154.

Plan of Subdivision means the relevant Plan of Subdivision specific to the Lot as referred to in Schedule 1 of the Contract, a copy of which is annexed to the Vendor's Statement.

Plans and Specifications means a full set of plans and specifications for the House Works relating to the Property.

Planning Agreement means one or more agreements pursuant to Section 173 of the *Planning & Environment Act 1987* with the Council (or its successor).

Planning and Building Controls means the Restrictions, the MCP, this Contract, the Design Guidelines and any other matters set out in Special Condition 25.

Property means the property described as such in the Particulars of Sale.

Restrictions means the restrictions created on registration of the Plan of Subdivision.

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full.

Settlement Date means the date when Settlement occurs.

SRO means the State Revenue Office of Victoria.

SRO Settlement Statement means the Statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

Vendor's Statement means the statement made by the Vendor under Section 32 of the Act, a copy of which is attached to this Contract.

1.2 In this Contract, unless the context otherwise requires:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other genders;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;

- (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
- (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and

1.2 In the event of inconsistency, these special conditions will prevail.

1.3 Where a special condition deals with a matter dealt with in a general condition, the general condition will be read subject to the provisions of the said special condition.

1.4 Variation of General Conditions

The following General Conditions are deleted:

- (a) General Condition 1.3;
- (b) General Condition 2.6;
- (c) General Condition 2.7;
- (d) General Condition 5;
- (e) General Condition 6;
- (f) General Condition 7;
- (g) General Condition 8;
- (h) General Condition 9;
- (i) General Condition 10.3;
- (j) General Condition 11.6;
- (k) General Condition 13;
- (l) General Condition 14;
- (m) General Condition 15;
- (n) General Condition 23;
- (o) General Condition 26,

and any warranty contained in General Condition 2 is limited to the Vendor's actual knowledge.

1.5 General Condition 10.1(b)(i) is amended to read:

"provide all title documents necessary to enable the purchaser to become the registered proprietor of the land.

2. Acknowledgment

2.1 The Purchaser acknowledges:

- (a) having received from the Vendor:
 - (i) the Vendor's Statement executed by the Vendor; and
 - (ii) a copy of this Contract;
- (b) that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's agent;
- (c) that the Purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract;
- (d) that the Purchaser must disclose to any financier, valuer, governmental authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party; and
- (e) that the Vendor may pay a fee to another party (including but not limited to the Vendor's Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

3. Whole Contract

- 3.1 This Contract contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties (other than warranties set out in this Contract), or commitments in relation to, or in any way affecting, the subject matter of this Contract are superseded by this Contract and are of no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.
- 3.2 No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between any of the parties.
- 3.3 The Vendor gives no warranty and makes no representation as to the fitness of the Property for the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy itself in this regard.
- 3.4 Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor shall not be bound by it and the Purchaser must not rely upon any such representation and or advice.
- 3.5 Without limiting this Special Condition 3, the Purchaser acknowledges that no information, representation or warranty made by the Vendor, the Vendor's Agent (if any) or any other party was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that:
- (a) no information, representation or warranty has in fact been relied upon;
 - (b) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the Development including but without limitation the Property, construction of any building on the Property, planning restrictions, building regulations and the suitability of the Property for the Purchaser's intended use; and
 - (c) the Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition subject to any defects whether latent or patent.

4. Finance

- 4.1 The parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- 4.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale and refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

5. Identity of Land

- 5.1 The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Lot. Subject to the provisions of the Act, the Purchaser accepts as identical with the land the lot bearing the same number on the Plan of Subdivision when registered as the lot number specified in the title particulars set out in the Particulars of Sale or if the lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser shall accept as identical with the land the lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as is indicated on the Plan of Subdivision included in the Vendor's Statement attached to this Contract as being occupied by the lot specified in the title particulars set out in the Particulars of Sale.

- 5.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for:
- (a) any actual or alleged misdescription of the Property or deficiency in its area or measurements; or
 - (b) any minor variations (being variations which will not materially affect the Property) between the Property as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or
 - (c) any other amendments or variations on the Plan of Subdivision which do not affect the Property.

6. Condition of Land

- 6.1 The Purchaser acknowledges that it has purchased the Property in its present condition and has entered into this Contract on the basis that it:
- (a) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Property or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property;
 - (b) releases and discharges the Vendor and its successors, assigns, employees and agent from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Property and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
 - (c) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Property (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

7. Planning Restrictions

- 7.1 The Purchaser buys the Property subject to any restriction on the use of the Property pursuant to any planning scheme, order, regulation, rule, permit or condition imposed by any authority empowered by statute or otherwise to control the use of the Property. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such restriction.
- 7.2 The Purchaser agrees to comply with the provisions of any planning permit or permits as they affect the use and development of the Property.
- 7.3 The Purchaser acknowledges the Vendor may apply for amendments to existing planning permits or one or more new planning permits or amendments to the Planning Scheme in connection with any Development Works. The Purchaser must not unreasonably:
- (a) object, assist in or encourage any objection, to any application by or on behalf of the Vendor for a planning permit or amendments to planning permits for the Development Works;

- (b) oppose, or assist or encourage the opposition of, any amendment to the Planning Scheme proposed by or on behalf of the Vendor to enable the Development Works;
- (c) object, or assist in or encourage any objections to any planning permit application or oppose, or assist or encourage the opposition of any amendment to the Planning Scheme which relates to any proposed Development Works; or
- (d) make any requisitions or objections, claim compensation or refuse or delay payment of the Price or rescind or terminate this Contract on account of any amendment or proposed amendment to the Permit or the grant of any new planning permit in relation to the Property.

8. Deposit

- 8.1 The Deposit shall be paid to the Vendor's Solicitor to be held on trust for the Purchaser as stakeholder under the Act.
- 8.2 The Deposit may be:
- (a) paid to the Vendor's Legal Practitioner or Vendor's Estate Agent in cash or by cheque drawn on an Australian bank; or
 - (b) secured by a Bank Guarantee; or
 - (c) by way of a combination of Special Conditions 8.2(a) and 8.2(b) above.
- 8.3 All other moneys shall be paid by bank cheques drawn in favour of payees as may be directed by the Vendor's Solicitor.
- 8.4 The parties authorise the Vendor's Solicitor to hold the Deposit in an interest bearing trust account with a Bank. If the Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the *Income Tax Assessment Act 1997* may be appropriated in accordance with that Act.
- 8.5 If the Deposit is to be paid by way of a Bank Guarantee:
- (a) the Purchaser must:
 - (i) on the Day of Sale pay an initial deposit of an amount equal to 1% of the Price or less with the consent of the Vendor;
 - (ii) within 14 days after the Day of Sale deliver to the Vendor's Legal Practitioner a Bank Guarantee; and
 - (iii) the Vendor may, without being obliged to do so, accept the Bank Guarantee referred to in Special Condition 8.5(a)(ii) as payment of the Deposit by returning the initial 1% deposit (or less where applicable) to the Purchaser and to avoid doubt, the Purchaser acknowledges that the Vendor has not accepted a Bank Guarantee until the Purchaser receives return of the 1% (or less where applicable) initial deposit; and
 - (b) If the Vendor accepts a Bank Guarantee from the Purchaser:
 - (i) the Vendor's Legal Practitioner will hold the Bank Guarantee and will hold any moneys paid pursuant to the Bank Guarantee as if those moneys were the original Deposit;
 - (ii) on the Settlement Date the Purchaser must pay the full Price (less any amount of the Deposit paid in cash or by cheque) to the Vendor and subject to and

conditional upon the Purchaser doing so the Vendor must return the Bank Guarantee to the Purchaser; and

- (iii) immediately upon any default by the Purchaser under this Contract the Vendor may make a demand for payment under the Bank Guarantee (subject only to any provision of the Sale of Land Act preventing it from so doing);
- (iv) if the Bank Guarantee expires or will expire, the Purchaser must within 3 Business Days of receiving a request from the Vendor or the Vendor's Solicitor, extend or replace the Bank Guarantee reasonably required by the Vendor; and
- (v) if the Purchaser fails to comply with Special Condition 8.5(b)(iv), the Vendor will be entitled to terminate this Contract.

9. Purchaser indemnity

9.1 The Purchaser indemnifies and will keep indemnified at all times the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer or incur arising from or in any way connected with or relating to:

- (a) the *Duties Act 2000* relating to the Contract and the instrument of transfer of land;
- (b) the Property, however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring after the Settlement Date by which the Vendor may become liable in any way, unless the Vendor has contributed to the same; and
- (c) any liability including any penalty or interest under the *Duties Act 2000* relating to this Contract, any substitute contract of sale of real estate or the transfer or any transfer or conveyance under any substitute contract of sale of real estate.

10. Purchaser to procure execution of guarantee

If the Purchaser is or includes a company (other than a company listed on an Australian Stock Exchange) the company shall, simultaneously upon execution of this Contract, procure the execution by all of its directors of the Guarantee and provide the fully executed Guarantee to the Vendor.

11. Default

11.1 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all of the following have occurred:

- (a) the remedy by the Purchaser of the relevant default;
- (b) 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 Property, calculated from the designated Settlement Date;
- (c) the payment of the Vendor's solicitors legal costs (on an indemnity basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary instructions and advice; and
- (d) the payment of interest under Special Condition 12.

11.2 The Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the Property for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and costs of that bridging finance and, if the Vendor is usually accommodated in the Property,

accommodation costs incurred by the Vendor and the cost of storing the Vendor's property usually kept in the Property.

11.3 If the Purchaser fails to tender the whole of the balance of the Purchase Price payable on the Settlement Date or purports to make any retention or withholding of the balance of Purchase Price payable at the Settlement Date for any reason whatsoever, the Purchaser shall be in substantial breach of this Contract and without prejudice to any other rights of the Vendor contained in this Contract:

- (a) the Vendor may terminate this Contract and the deposit monies shall be forfeited to the Vendor;
- (b) the Purchaser is liable to pay the amounts set out in Special Condition 11.1; and
- (c) the Purchaser must pay to the Vendor at settlement an administration fee of \$500.00 (being the reasonable additional legal costs incurred by the Vendor) in addition to all other amounts owing to the Vendor under this Contract.

12. Default interest

If the Purchaser defaults in any payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 2% more than the amount specified as the penalty rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act* 1983 on the amount in default from the time it fell due until the default ceases without prejudice to any other rights of the Vendor.

13. Waiver

The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be or be deemed to be waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser not in accordance with this Contract. Time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

14. Adjustment of rates

14.1 All rates, assessments and outgoings (collectively referred to as **the outgoings**) but specifically excluding land tax in respect of the Property shall be apportioned between the Vendor and Purchaser as at the Settlement Date.

14.2 The Property is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for outgoings for the Property at the Settlement Date the outgoings attributable to the Property for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).

14.3 If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant authority. Any such readjustment must be made within 12 months after the Settlement date and be accompanied by a copy of the original notice.

14.4 This condition will not merge on settlement.

- (a)

15. Development

15.1 The Purchaser acknowledges and agrees that:

- (a) the Property forms part of an overall subdivision of the whole or part of the Development Land and that the Development Land will be a mixed use development, with the Vendor considering various options to develop all or part of the balance of the Development Land for a variety of possible purposes including residential, recreational, commercial, retail, aged accommodation, educational, childcare, display home, low, medium and/or high density, and other uses;
 - (b) any promotional material prepared by the Vendor with respect to the possible use of the Development Land does not constitute promises or representations on the part of the Vendor that the balance of the Development Land or any part of it will be developed for any of the purposes disclosed in the promotional material;
 - (c) the Vendor is continuing to consider development options for the balance of the Development Land and may in its discretion decide to proceed with development of only part of it (for any one or more of the uses referred to in Special Condition 15.1(a) and/or for any other purpose) or not develop it at all;
 - (d) the Vendor has given no promises or representations as to the timing of any development of the Development Land;
 - (e) the subdivision development, use and management of all or any part of the Development Land, including the Property will be subject to the lawful directions, requirements, licences or permits from time to time issued by the Council or any other governmental authority and the Vendor will be bound to comply with such directions, requirements, licences or permits;
 - (f) the Vendor may proceed with the Development Land and other land by way of a staged subdivision under Section 37 of the Subdivision Act 1988 (Vic), but nothing in this Contract obliges the Vendor to develop any further stages.
- 15.2 The Purchaser acknowledges and agrees that it shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of the Vendor's use of the Development Land or any part thereof.
- 15.3 The Purchaser acknowledges and agrees that it shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of any issue which does not materially and adversely affect the Purchaser's use of the Property.

16. Development works

- 16.1 The Purchaser acknowledges and agrees that to facilitate the progressive development of the Development, the Vendor may undertake further Development Works on other lots or on any common property after settlement and, notwithstanding that the works in any part of the Development or on lots to be built subsequently to the Lot may block out or impede access to light and air available to the Lot currently or at Settlement or any other time, the Vendor will be entitled to carry out those works.
- 16.2 The Purchaser acknowledges and agrees that:
- (a) at the Settlement Date, the construction of the Development Works may not be wholly completed;
 - (b) the Vendor and any contractor contracted for works on any part of the Development Land may enter and carry out other Development Works on other lots on the Plan of Subdivision and the construction of one or more new buildings and for that purpose may bring upon the Development Land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
 - (c) the Vendor may continue to cause or permit such works to be carried out after the Settlement Date; and

- (d) any contractor working on the Development Land shall be entitled to full, free and uninterrupted access over and to any lot to carry out and undertake the Development Works and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access.
 - (e) .
- 16.3 As long as the Vendor takes all reasonable steps to minimise inconvenience to the Purchaser in completing the Development Works, the Purchaser will take no objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the Development Works or to the dust and noise and other discomforts which might arise therefrom.
- 16.4 Without limiting any other provision of this Contract, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or withhold any part of the Balance of the Price or delay settlement by reason of:
- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;
 - (b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other lots in the Development Land for the purpose of:
 - (i) gaining access or egress to any part of the Development Land or any adjoining land whether by foot or in vehicles and heavy machinery; or
 - (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development;and will not institute or prosecute any action or proceedings for an injunction or damages arising out of or consequent upon such further Development Works,
 - (c) any easements restrictions or other encumbrances created or implied by the *Subdivision Act 1988* (Vic) or executed by the Vendor as provided for elsewhere in this Contract;
 - (d) construction of any services on or under the Development Land which may not be protected by easements;
 - (e) any alteration to the area or dimensions of the Development Land;
 - (f) non-completion of the facilities to be constructed on the Development Land;
 - (g) the siting or location of service pits, service markers, man-holes, telephone or electricity poles, or electricity substations on the Development Land;
 - (h) any boundary on the Development Land not being fenced or any boundary fence or wall not being on or within the boundary; and
 - (i) the methods used by the Vendor in its efforts to sell lots in the Development, including but without limiting the generality of the foregoing use of signs and the maintenance of display units provided that in such sales efforts the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.
- 16.5 The Purchaser acknowledges that:
- (a) the Development Works are to be constructed under a separate contract that is a major domestic building contract or other building contract; and
 - (b) the Contract is not a building contract to which the Domestic Building Contracts Act 1995 (Vic) applies.

17. Services

- 17.1 The Purchaser acknowledges that the Property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas, electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation or terminate or rescind this Contract or delay settlement or withhold any part of the Price in respect of any of the following:
- (a) the nature, location availability or non-availability of any such installations, services and utilities;
 - (b) if any such service is a joint service with any other land or building;
 - (c) if any such service for any other Property or building or any parts or connections therefore pass through the Property;
 - (d) if any sewer or water main or connection passes through in or over the Property;
 - (e) if there is a man hole or vent on the Property; or
 - (f) if because of or arising out of any such limitations, services and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

18. Fencing

- 18.1 The Purchaser may not make any claim against the Vendor for any fencing costs or expenses where the Vendor owns land adjoining the Property.
- 18.2 The Purchaser acknowledges and agrees that it may not ask the Vendor to contribute towards any fencing costs because the Price in this Contract has already been reduced by an amount assessed by the Vendor to cover the Vendor's estimated expenses in respect of contributions as adjoining proprietor to the costs of fencing to the Property.
- 18.3 The Purchaser agrees with the Vendor that if before the date of this Contract, the Vendor has received one or more fencing notices from the owner or owners of land adjoining the Property, the Purchaser agrees to pay to the Vendor on the settlement the half share cost set out in each of the fencing notices by way of reimbursement for the contribution which the Vendor will be required to make under the fencing notices.
- 18.4 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 18.
- 18.5 This Special Condition shall not merge upon settlement and shall enure for the benefit of the Vendor.

19. Foreign Investment Review Board

- 19.1 The Purchaser warrants to the Vendor that:
- (a) this Contract is not examinable by the Foreign Investment Review Board (**FIRB**) under the *Foreign Acquisitions and Takeovers Act 1975* (**FIRB Act**); or
 - (b) where this Contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.
- 19.2 The Purchaser must indemnify and keep indemnified the Vendor against any loss, damage or liability the Vendor may suffer or incur as a result of a breach of the warranty in this Special Condition.

20. GST

20.1 In this Contract and unless the context otherwise requires:

GST means a tax that is payable under the GST Law;

GST Law has the meaning given by Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

20.2 The Price specified in the Particulars of Sale page of this contract is expressed as a GST inclusive amount.

20.3 The supply of the Property made pursuant to this Contract is one which involves the application of the margin scheme if available, as specified in the GST Law, by the Vendor.

20.4 If a supplier makes a supply under or in connection with this Contract to a recipient which is a taxable supply that is not a supply of real property and is not a supply the consideration for which is specifically described as GST-inclusive, then:

- (a) the consideration is increased by and the recipient must also pay to the supplier an amount equal to the GST payable by the supplier on that supply; and
- (b) subject to Special Condition 20.6, the amount by which the GST exclusive consideration is increased must be paid to the supplier by the recipient at the time at which the GST exclusive consideration is payable.

20.5 If this Contract requires a party to pay for, reimburse or contribute to any expense or liability (**reimbursable expense**) incurred by the other party (**payee**) to a third party, the amount to be paid, reimbursed or contributed the amount to be paid, reimbursed or contributed must be charged by the third party or payee as a taxable supply subject to Special Condition 20.6 or otherwise will be the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

20.6 A party is not obliged to pay the GST on a taxable supply to it other than one to which the margin scheme applies, until that party is given a valid tax invoice for the supply.

21. Non-merger

Obligations under this Contract which have not been satisfied or performed by the Settlement Date remain in full force and effect irrespective of settlement and do not merge on the transfer of the Property.

22. Time of the essence

Unless a contrary intention appears in relation to any time expressed in this Contract, time shall be and remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser.

23. Planning and building controls

23.1 Restrictions

- (a) The Purchaser hereby covenants and agrees with the Vendor to be bound by the Restrictions.
- (b) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (c) If the Purchaser breaches its obligations under Special Condition 23.1(a), the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor for all expenses incurred in rectification.

23.2 Design Guidelines

- (a) The Purchaser shall comply with the Design Guidelines and acknowledges receipt of a copy of them as referred to in the Restrictions and as attached to the Vendor's Statement forming part of this Contract of Sale.
- (b) The Purchaser acknowledges that the Design Guidelines are current as at the Day of Sale and are accurate for land contained only in the Plan of Subdivision, and that the Vendor reserves the right to amend the Design Guidelines as reasonably necessary from time to time for land contained in the Plan of Subdivision, or for other parts of the Development Land at its absolute discretion.

23.3 Purchaser Covenants

The Purchaser:

- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the subdivision and the Development;
- (b) covenants with the Vendor to fully observe and comply with the Planning and Building Controls and agrees that the Planning and Building Controls:
 - (i) will not merge on completion of this Contract; and
 - (ii) will bind the Purchaser, their successors-in-title, their heirs, executors, administrators and assigns.
- (c) must comply with, and do all reasonable things (at the expense of the Purchaser) to give effect to the Planning and Building Controls and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract for sale by the Purchaser as vendor includes a special condition in the form of this Special Condition and contains the MCP and the Design Guidelines.

23.4 Conflict in Planning and Building Controls

In the event of any conflict between the Planning and Building Controls, then the same shall be ranked in priority as follows:

- (a) first, the Restrictions;
- (b) second, these Special Conditions; and
- (c) third, the Design Guidelines.

23.5 Rescode

The Purchaser acknowledges being made aware of the recent introduction of changes to town planning and building controls, known as ResCode, which legislation sets standards for building heights, setbacks, access to daylight, overlooking and overshadowing. The Purchaser shall make no claim against the Vendor in respect of any Rescode requirements, in respect of the Purchaser's proposed use or development of the Property.

23.6 Bushfire Attack Level

Without limiting Special Condition 3 of this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (**BAL**) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;

- (b) the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that no information, representation or warranty was made by the Vendor, the Vendor's Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
 - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
 - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not make any requisitions or objections, claim any compensation or refuse or delay payment of the Price or rescind, terminate or delay settlement on account of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

23.7 Vendor Access

The Vendor has the right to access the Property after Settlement on provision of prior written reasonable notice to ensure compliance with the Restrictions, Design Guidelines, approved dwelling house plans, and this Contract.

24. House plan approval and construction

- 24.1 The Purchaser must not construct or allow to be constructed any building works or other improvements on the Property other than the House Works approved and constructed in accordance with this Contract.
- 24.2 The Purchaser must not commence construction of House Works on the Property unless the House Works have been granted all requisite Approvals.
- 24.3 The Purchaser must commence construction of the House Works in accordance with all Approvals, the Section 173 Agreement and the Estate Covenant within 6 calendar months of the Settlement Date and complete the construction and obtain an Occupancy Permit within 12 calendar months of commencing construction and in any event with due promptness and diligence.
- 24.4 The Purchaser must construct and complete landscaping in accordance with all Approvals, the Section 173 Agreement and the Estate Covenant no later than 30 days after the issue of an Occupancy Permit in respect of the Lot.
- 24.5 If the Purchaser constructions House Works or landscaping which:-
 - (a) have not been granted all requisite Approvals; or
 - (b) do not comply with the Section 173 Agreement and the Estate Covenant (as they may have been carried by the Vendor)

then the Purchaser must pay to the Vendor on demand the amount of \$300 per day per lot as liquidated damages from the date of the breach until the date on which the breach is remedied. The parties expressly agree that this is a genuine pre-estimate of the loss or damage suffered by the Vendor arising from the Purchaser's breach and does not limit the liability of the Purchaser in accordance with this Special Condition 25 and is in addition to and not in substitution of the obligations of the Purchaser in this Special Condition 25.

- 24.6 The Purchaser must ensure that the footpath, driveway, curb, nature strip landscaping and other Council assets adjacent to any lots development within the Purchaser's lot are not damaged by the Purchaser's works. In the event that damage occurs, the Purchaser must immediately rectify and make good that damage at its cost and to the satisfaction of the Vendor.
- 24.7 The Purchaser must not vary the Plans and Specifications approved by the Design Review Committee referred to in the Estate Covenant without first obtaining the further written approval of the Design Review Committee.
- 24.8 The granting of approval to House Works under this Special Condition 24 does not contrite a representation that any other Approvals required to be obtained from relevant Authorities (including the Council) will be granted nor that the Plans and Specifications comply with the Planning scheme or building regulations in force at the time the approval is given and the responsibility to comply with the Planning Scheme and building regulations remains with the Purchaser at all times.
- 24.9 The Vendor is not responsible for the adequacy of the Plans and Specifications or the suitability for the purpose for which they are intended, notwithstanding that the Plans and Specifications may have been approved by the Design Review Committee.
- 24.10 This Special Condition shall not merge upon the Settlement Date or transfer of the Property and continues to have full effect.
- 24.11 The Purchaser is liable for and agrees to keep the Vendor indemnified against any liability of loss arising from or cost incurred in connection with damage or loss caused or contributed to by the Purchaser failing to observe this Special Condition.

25. National Broadband Network and fibre-to-the-premises

- 25.1 The Purchaser acknowledges and agrees that:
- (a) the Purchaser is solely responsible for, and must ensure that, any construction and works on the Property include conduits, cabling and housing and comply with NBN Co Limited (**NBN Co**)'s In-Home Wiring Guide as available at <http://www.nbnco.com.au/assets/documents/preparation-and-installation-guide-for-sdus-and-mdus.pdf> (or any other substantially similar document as approved by NBN Co from time to time) so that the Purchaser can connect, on an open-access basis, to a fibre-to-the-premises or other network such as the National Broadband Network and the network infrastructure constituting the National Broadband Network ("NBN") and/or any service provider operating via the NBN, if it chooses to; and
 - (b) any failure to comply with the NBN Co In-Home Wiring Guide in construction and works on the Property will prevent the Purchaser from connecting to the NBN or will require the Purchaser to incur additional costs in order to connect to the NBN.
- 25.2 The Purchaser further acknowledges and agrees that:
- (a) the Vendor is only responsible for, and will enter into an agreement with NBN Co for, the provision of pit and pipe infrastructure on the Development Land and the Vendor is not responsible for actual connection of the Property to any services through the NBN;
 - (b) the Vendor will not, and Telstra or any other telecommunications provider (**Telco**) will not, install or provide any form of copper wiring to the Property; and
 - (c) the Purchaser must make no requisitions or objections, nor claim compensation or refuse or delay payment of the Price on account of any matter in this Special Condition 25.
- 25.3 The Purchaser acknowledges that the Vendor makes no representations nor gives any warranties in respect of any NBN services offered or supplied to the Property by any Telco or other service provider, and that the Purchaser must make its own inquiries as to the eligibility criteria, timing, capacity, suitability for intended use, terms and conditions which apply to such offers.

- 25.4 The Purchaser agrees that the Vendor may disclose the Purchaser's name, contact details and the Lot in this Contract to NBN Co or any Telco or service provider who offers, or is considering offering, services via the NBN to or at the Property so that NBN Co or the Telco or service provider can provide details of offers for such services to the Purchaser.
- 25.5 The Purchaser, by signing this Contract, agrees that it understands and accepts the provisions of this Special Condition 25.

26. Settlement

- 26.1 On the Settlement Date, settlement must be effected prior to 5:00 pm at the offices of the Vendor's Solicitor or at such other place as the Vendor or the Vendor's Solicitor may direct.
- 26.2 At settlement in addition to any other matter, the Purchaser must pay to the Vendor the Balance of the Price less any deductions provided herein, by an unendorsed bank cheque or bank cheques in favour of the Vendor or as the Vendor or the Vendor's Solicitor may direct in writing.
- 26.3 At settlement the Purchaser must pay the fees on up to five cheque bank cheques.
- 26.4 If settlement is effected later than 5:00 pm on the Settlement Date, settlement shall be deemed to have occurred on the business day following the day on which payment of the Balance of the Price is made and the Purchaser will be deemed to have made a default in payment of the Balance of the Price, so that the Vendor will be entitled to interest for the intervening days.
- 26.5 The Purchaser is not entitled to call for or receive at settlement or at any other time a Form 312 or any other release or letter of comfort or discharge of any charge registered under the *Corporations Act 2001* over the Property, the Development Land or the assets and undertaking of the Vendor generally. If the Vendor provides a Form 312, the Purchaser must pay any registration fee and arrange for lodgement at its expense.
- 26.6 The Purchaser acknowledges and agrees to pay an administration fee of \$250.00 to the Vendor's Solicitor should a request for an extension of time for settlement be requested and such fee will be payable at settlement and any failure to pay such fee will be a breach of this Contract and the Vendor will rely on Special Condition 11.

27. Insolvency and incapacity

- 27.1 If before completion of this Contract:
- (a) the Purchaser, being a natural person:
 - (i) dies;
 - (ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;
 - (iii) is sentenced to imprisonment for a term exceeding one month; or
 - (iv) is a protected person under any legislation or an involuntary patient or security patient under the *Mental Health Act 1986*; or
 - (b) the Purchaser, being a company:
 - (i) is subject to an application for its winding up;
 - (ii) is ordered to be wound up, or is placed in provisional liquidation;
 - (iii) enters into a scheme of arrangement for the benefit of the creditors;
 - (iv) resolves to go into liquidation; or

- (v) is put into the control of a receiver, receiver and manager, official manager or administrator,

then the Purchaser will be taken to have repudiated its obligations under this Contract and the Vendor may, without limiting in any way the Vendor's other rights or remedies, accept such repudiation and rescind this Contract at any time before Settlement in which case the provisions of General Condition 28.4 will apply, and the parties shall hereby each appoint the other as their lawful attorney for this purpose and absolve the stakeholder from any liability for complying with such notice.

- 27.2 For the purposes of this Special Condition, "Purchaser" includes any of the persons that comprise the Purchaser.

28. Nomination

- 28.1 If the Purchaser wishes to nominate a substitute or additional purchaser the Purchaser must first obtain the written consent from the Vendor (which may be given or withheld in the Vendor's discretion) and then deliver to the Vendor's Solicitor at least 14 days before the Settlement Date:-

- (a) a completed and signed standard Nomination Form.
- (b) a statutory declaration by the Purchaser in which the Purchaser declares that are not receiving any financial benefit arising out of the arrangement; and
- (c) evidence satisfactory to the Vendor of acceptance of the nomination by the substituted or additional purchaser;
- (d) payment of \$330 (inclusive of GST) payable by the nominee to the Vendor's Legal Practitioner representing the Vendor's legal costs with respect to the nomination of the nominee.

- 28.2 Despite any nomination or substitution taking effect the Purchaser (and where any Guarantor has given a Guarantee and Indemnity on behalf of the Purchaser, that Guarantor) shall remain liable to the Vendor for the due and punctual performance of this Contract.

29. Vendor may mortgage or deal with the Development Land

- 29.1 The Vendor may grant a mortgage or charge over the Property (including a fixed and/or floating charge over all the assets and undertaking of the Vendor) from time to time.

- 29.2 The Purchaser acknowledges that:

- (a) the Vendor has the right to enter into a contract or agreement with a third party (**Substitute Vendor**) whereby the Vendor agrees to sell, assign, novate, transfer or dispose of its interest in the Development Land to the Substitute Vendor;
- (b) in the event of such a sale, assignment, novation, transfer or disposal, the Substitute Vendor is entitled to enforce all of the Vendor's rights under this Contract;
- (c) the Purchaser must not make any requisition, objection, or claim for any compensation or damages or refuse to pay the Price, delay settlement in respect of anything relating to this Special Condition or the Substitute Vendor; and
- (d) the Purchaser must, if required by the Vendor or the Substitute Vendor, enter into a deed releasing the Vendor from its obligations and/or confirming its obligations to the Substitute Vendor under this Contract.

30. Resale and advertising

- 30.1 The Purchaser shall not without the prior written consent of the Vendor (which will not unreasonable be withheld):

- (a) sell, transfer, assign or in any other way whatsoever, deal with the property or any part thereof or the Purchaser's rights or interest in or under this Contract; or
- (b) erect any advertising board or "for sale" sign;

at the Property for a period of 36 months after the Day of Sale.

30.2 The Vendor may impose any conditions it deems reasonably necessary when giving its consent pursuant to Special Condition 30.1.

31. Notice

31.1 Any notice, approval, consent or other communication under this Contract:

- (a) must be in writing; and
- (b) must be delivered and left at the address of the addressee, or sent by prepaid post or by facsimile or by email to the address of the addressee specified in this Contract or if the addressee has notified another address to that new address.

31.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

31.3 A letter, facsimile or email is taken to be received:

- (a) in the case of a posted letter, on the 2nd day (or if to or from an international address, on the 5th day) after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (c) in the case of an email at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

31.4 A notice given by a party may be signed on its behalf and despatched by the party's solicitors rather than by the party personally.

31.5 If a conveyancer (as defined in the *Legal Profession Act 2004*) acts for a party to this Contract, then the conveyancer may be served with a notice in the same manner as a party's solicitor may be served.

32. General Provisions

32.1 This Contract may consist of one or more counterpart copies. All counterparts of this Contract, when taken together, constitute one fully executed document.

32.2 Each party must execute and deliver all documents, instruments and writings and do and procure to be done all acts and things necessary or desirable or reasonable to give effect to this Contract.

32.3 This Contract is to be governed by and construed in accordance with Victorian law and each party submits to the non-exclusive jurisdiction of the Victorian courts.

32.4 A reference to "consent" of the Vendor means prior written consent which may be given or withheld at the Vendor's sole discretion and may be given on conditions.

32.5 If any provision of this Contract or its application to any party or any circumstance is or becomes illegal, unenforceable, or invalid then the remaining provisions of this Contract will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

32.6 The provisions of this Contract may only be varied by further written agreement of the parties. No variation of the provisions of this Contract shall be inferred from a course of dealing.

33. Digital Duties Form and SRO Settlement Statement

33.1 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 33.1(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

33.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
 - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

33.3 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

33.4 Settlement if not an electronic conveyance

- (a) This Special Condition 33.4 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- (b) Subject to the Vendor complying with Special Condition 34.2:
 - (i) Settlement is not conditional upon:

- (A) the Purchaser signing or approving a DDF; or
 - (B) production of an SRO Settlement Statement; and
- (ii) the Purchaser may not Object if:
- (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

33.5 Settlement if an electronic conveyance

- (a) This Special Condition 33.5 only applies if Special Condition 36.4 does not apply.
- (b) Special Condition 33.5 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 33.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

33.6 General Condition 10.1

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 10.1(b)(i) (as that General Condition is amended by Special Condition 1.5).

34. Electronic Conveyancing

Settlement and lodgement may be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 34 applies, if the box is marked "EC"

EC

- (a) This Special Condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the Contract of Sale specifies, or the parties subsequently agree in writing, that 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.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) Each party must:
 - (i) Be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law
 - (ii) 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
 - (iii) Conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) 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.

- (e) The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for Settlement.
- (f) Settlement occurs when the workspace records that:
 - (i) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (ii) 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.
- (g) The parties must do everything reasonably necessary to effect settlement:
 - (i) electronically on the next business day, or
 - (ii) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 34(f) has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- (h) 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.
- (i) The Vendor must before settlement:
 - (i) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (ii) 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,
 - (iii) 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
 - (iv) 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.
- (j) The Vendor must, at least 7 days before the due date for Settlement, provide the original of any document required to be prepared by the Vendor in accordance with General Condition 6.

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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 Properties 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests 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 do 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 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any 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 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 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.
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*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

Annexure 'A'

Guarantee and Indemnity

GUARANTEE AND INDEMNITY

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

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

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

reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor: Wollert Epping Developments Pty Ltd

Purchaser: of

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals this day of

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

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

DATED

2024

WOLLERT EPPING DEVELOPMENTS PTY LTD

VENDOR'S STATEMENT

Property

Lot _____ "Acacia Estate" Wollert 3750

HWL EBSWORTH LAWYERS

Level 8

447 Collins Street

MELBOURNE VIC 3000

DX 564 MELBOURNE

Tel: +61 3 8644 3500

Fax: 1300 365 323

Ref: JLB:1202757

VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

VENDOR **Wollert Epping Developments Pty Ltd**

PROPERTY Lot _____ **"Acacia Estate" Wollert 3750**

1. **FINANCIAL MATTERS**

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

Nil.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

2. **INSURANCE**

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

3.2 **Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

3.3 **Road Access** - there is access to the property by road.

3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

4.1 **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 particulars are as follows:

Nil.

4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any 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 are as follows:

Nil.

4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

No building permits have been issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land).

6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not applicable.

8. NON-CONNECTED SERVICES

The following services are **not** connected to the land:

- (a) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) telephone services

9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

Not applicable.

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

Not applicable.

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

12. **DUE DILIGENCE CHECKLIST**

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land 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's statement but has been attached as a matter of convenience.

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

Date of this Statement: 22 January 2024



Signature of the vendor:
Frank Xenos - Solicitor for and on behalf of Wollert Epping Developments Pty Ltd

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

Date of this Acknowledgment:/...../.....

Signature of the purchaser:
Signed by Purchaser

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12499 FOLIO 263

Security no : 124110100802T
Produced 27/10/2023 12:45 PM

LAND DESCRIPTION

Lot 101 on Plan of Subdivision 829732K.
PARENT TITLE Volume 10262 Folio 462
Created by instrument PS829732K 31/08/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS829732K 31/08/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS829732K 31/08/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS829732K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS829732K (B)	PLAN OF SUBDIVISION	Registered	31/08/2023
AX193590W (B)	REMOVAL OF ENCUMBRANCE	Registered	31/08/2023
AX203791M	REMOVAL OF ENCUMBRANCE	Registered	31/08/2023
AX193586M (B)	REMOVAL OF ENCUMBRANCE	Registered	31/08/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 2 BUTTERNUT STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

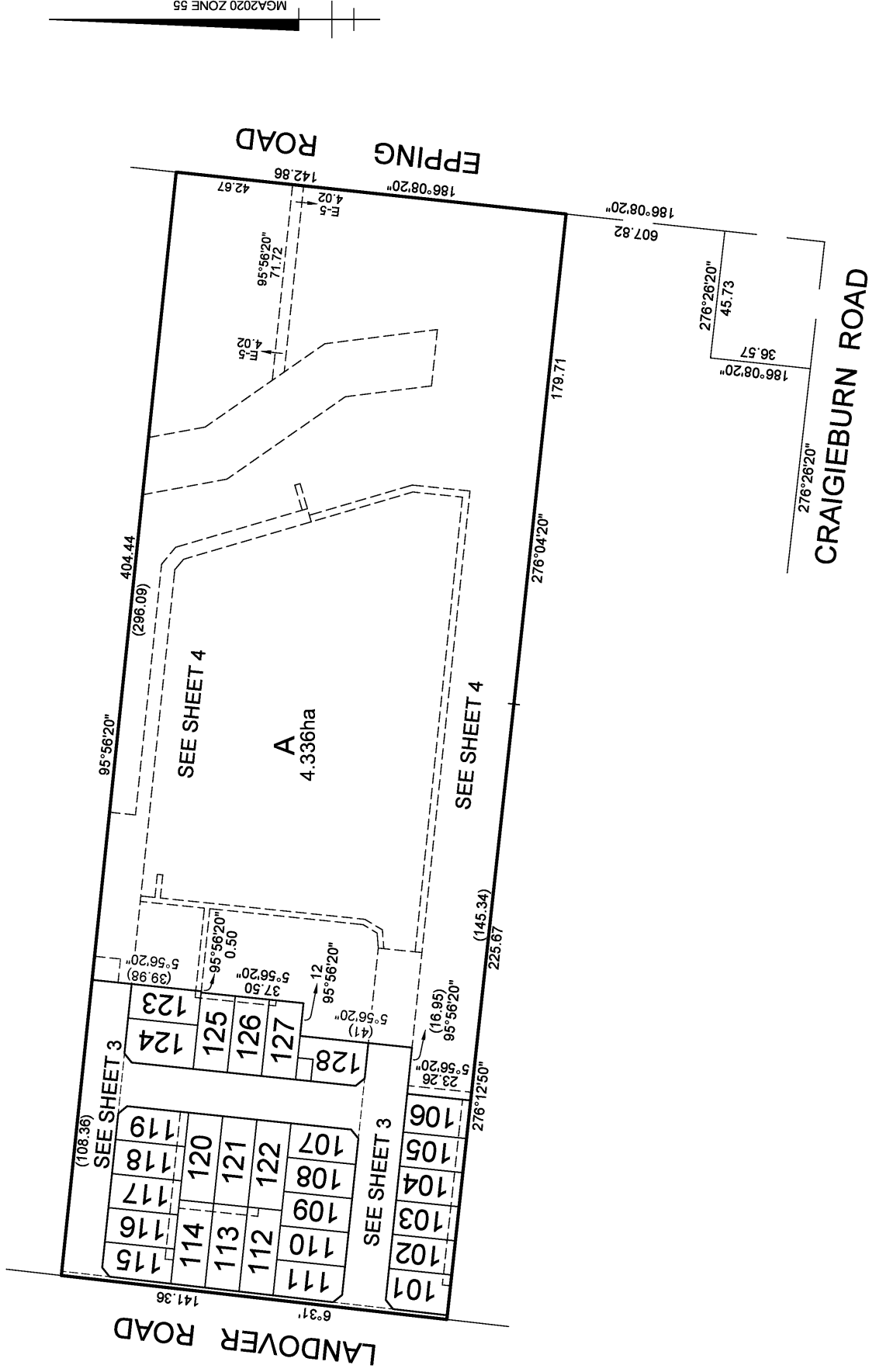
eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

DOCUMENT END

The information supplied by HWL Ebsworth Lawyers has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION		EDITION 1	PS829732K	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: --- SECTION: 19 CROWN ALLOTMENT: --- CROWN PORTION: 1 (PART) TITLE REFERENCE: Vol. 10262 Fol. 462 LAST PLAN REFERENCE: Lot 1 on TP970814D POSTAL ADDRESS: 405 Epping Road (at time of subdivision) WOLLERT VIC 3750 MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55 (of approx centre of land in plan) N: 5 836 550		Council Name: Whittlesea City Council Council Reference Number: 610099 Planning Permit Reference: 718154 SPEAR Reference Number: S142375H Certification 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: 26/03/2020 Public Open Space 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 Digitally signed by: Renee Kueffer for Whittlesea City Council on 02/09/2022 Statement of Compliance issued: 18/08/2023 Public Open Space 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		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
Road R1 Reserve No. 1	Whittlesea City Council AusNet Electricity Services Pty Ltd			
NOTATIONS		Lots 101 to 128 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C & D on Sheets 5 to 7 of this plan for details. 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		
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 718154 This survey has been connected to permanent marks no(s) PM43 In Proclaimed Survey Area no .74				
ACACIA VILLAGE - Stage 1 Area of Release: 1.423ha No. of Lots: 28 Lots and Balance Lot A				
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 Diagram	This Plan	Whittlesea City Council
	Sewerage			Yarra Valley Water Corporation
E-2	Sewerage	2.50	This Plan	Yarra Valley Water Corporation
E-3	Drainage	2	This Plan	Whittlesea City Council
E-4	Drainage	20.12	LP81972	Land in LP81972
E-5	Drainage	4.02	LP81972	Land in LP81972
TAYLORS		SURVEYORS FILE REF: Ref. 21408-S1 Ver. 11		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au		Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S142375H		PLAN REGISTERED TIME: 8:15am DATE: 31/08/2023 L.Hawkins Assistant Registrar of Titles

PS829732K



TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorsds.com.au

Amended by: Leo Alexander Bateman, Licensed Surveyor 30/08/2023.

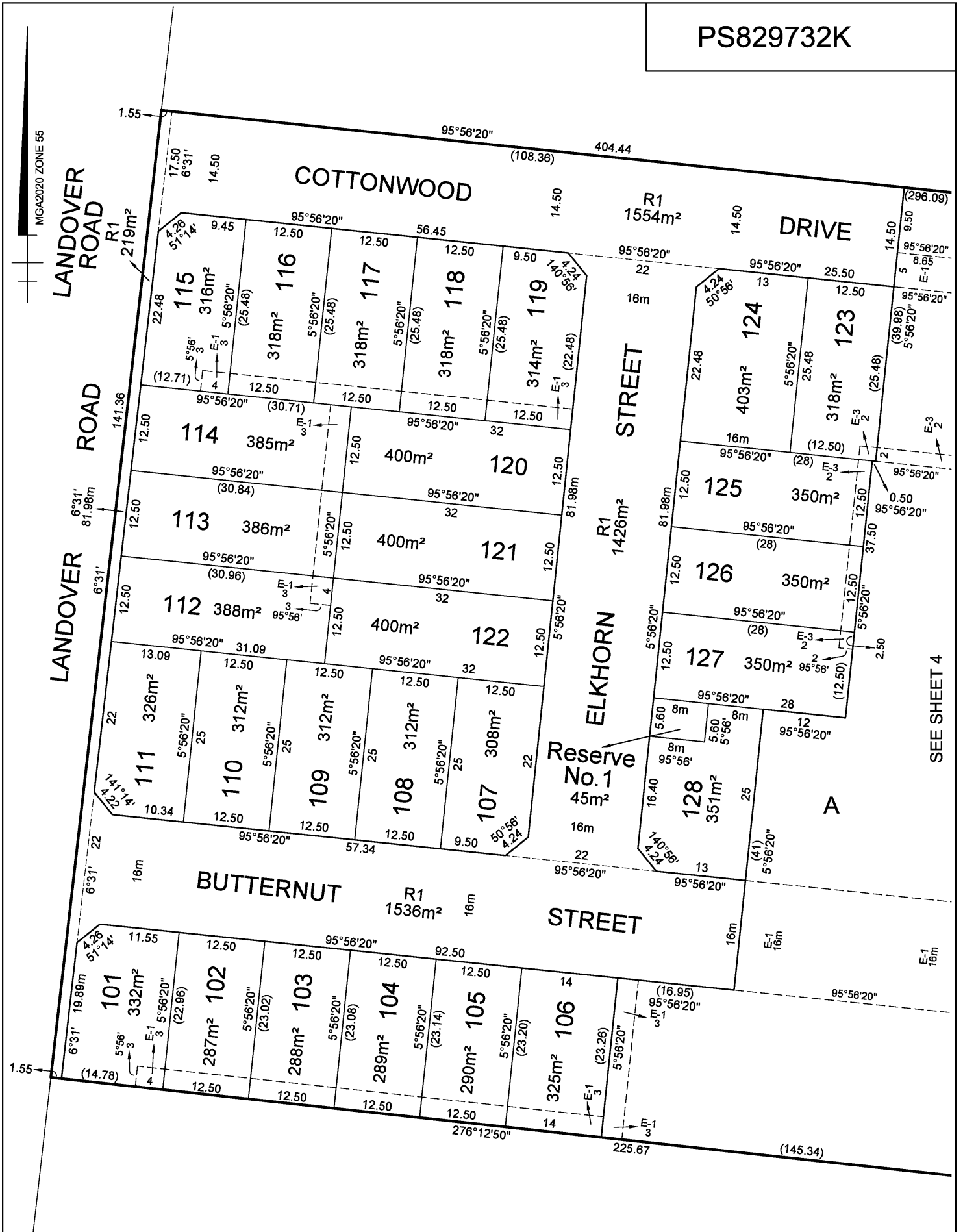
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Digitally signed by: Mark Peter Grey, Licensed Surveyor,
 Surveyor's Plan Version (11),
 15/08/2022, SPEAR Ref: S142375H

ORIGINAL SHEET SIZE: A3
 Ref. 21408-S1 Ver. 11
 SHEET 2

Digitally signed by:
 Whittlesea City Council,
 02/09/2022,
 SPEAR Ref: S142375H

PS829732K

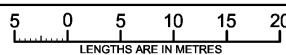


SEE SHEET 4



Urban Development | Built Environments | Infrastructure
 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
 1:500



Digitally signed by: Mark Peter Grey, Licensed Surveyor,
 Surveyor's Plan Version (11),
 15/08/2022, SPEAR Ref: S142375H

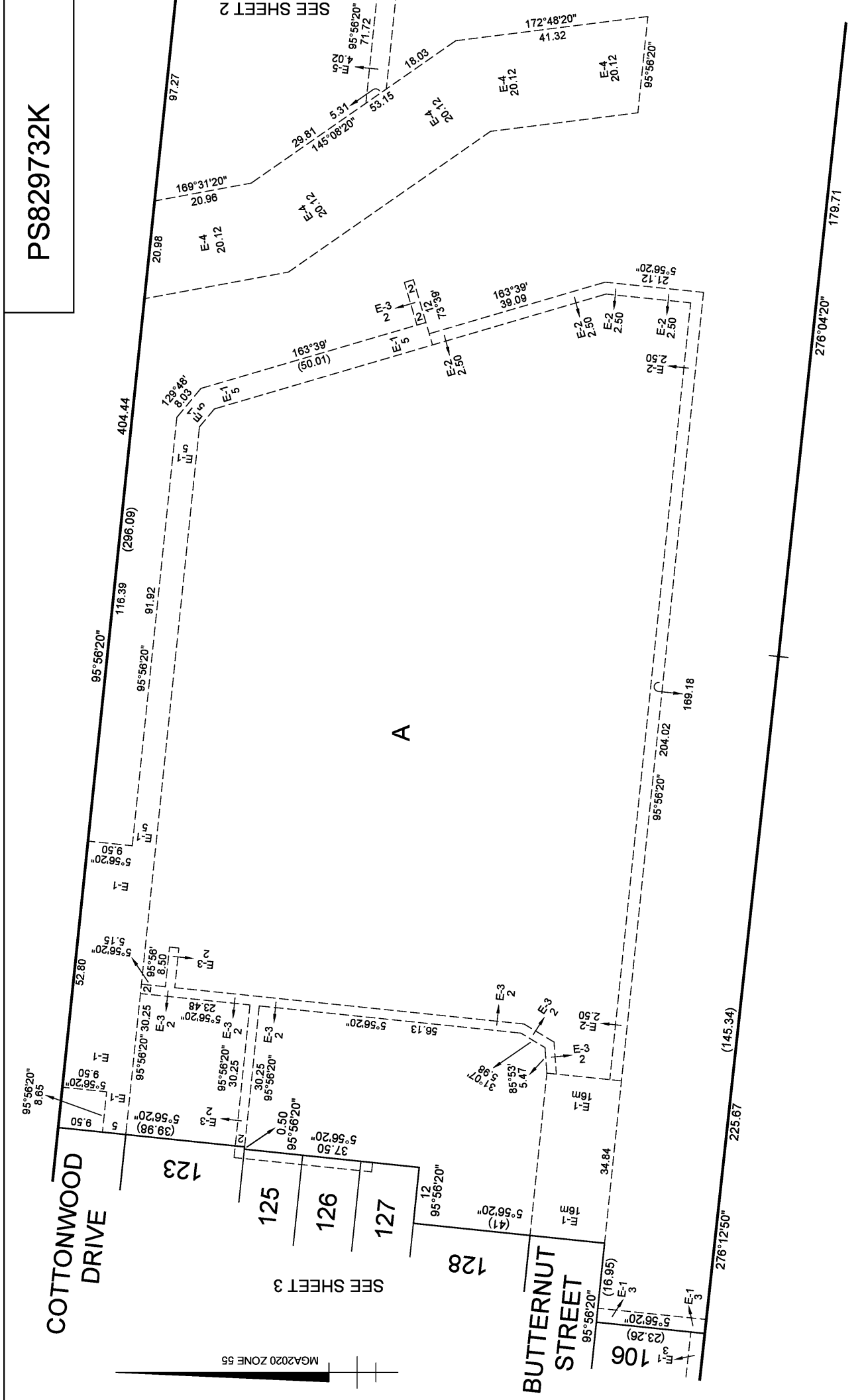
ORIGINAL SHEET
 SIZE: A3

Ref. 21408-S1
 Ver. 11

SHEET 3

Digitally signed by:
 Whittlesea City Council,
 02/09/2022,
 SPEAR Ref: S142375H

PS829732K



<p>TAYLORS</p> <p>Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsdc.com.au</p>	<p>SCALE 1:750</p>	<p>7.5 0 7.5 15 22.5 30</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 21408-S1 Ver. 11</p>	<p>SHEET 4</p>
	<p>Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S:42375H</p> <p>Digitally signed by: Whittlesea City Council, 02/09/2022, SPEAR Ref: S:142375H</p>				

PS829732K

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: See Table 1 below.
 LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

NOTE:
 Restrictions A (2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
106	105
107	108, 122
108	107, 109, 122
109	108, 110, 112, 122
110	109, 111, 112
111	110, 112
112	109, 110, 111, 113, 122
113	112, 114, 121
114	113, 115, 116, 117, 120
115	114, 116
116	114, 115, 117

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
117	114, 116, 118, 120
118	117, 119, 120
119	118, 120
120	114, 117, 118, 119, 121
121	113, 120, 122
122	107, 108, 109, 112, 121
123	124, 125
124	123, 125
125	123, 124, 126
126	125, 127
127	126, 128
128	127

<p style="font-size: small; margin: 0;">Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au</p>	<p style="font-size: x-small; margin: 0;">Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S142375H</p>	<p style="font-size: x-small; margin: 0;">ORIGINAL SHEET SIZE: A3</p>	<p style="font-size: x-small; margin: 0;">Ref. 21408-S1 Ver. 11</p>	<p style="font-size: x-small; margin: 0;">SHEET 5</p>
--	--	--	--	---

PS829732K

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

NOTE:

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
102	A	101, 103
103	A	102, 104
104	A	103, 105
105	A	104, 106

Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au	SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 21408-S1 Ver. 11	SHEET 6
	Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S142375H		Digitally signed by: Whittlesea City Council, 02/09/2022, SPEAR Ref: S142375H	

PS829732K

CREATION OF RESTRICTION 'C'

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

LAND TO BE BURDENED: Lots 101 to 128 on this plan.

LAND TO BENEFIT: Lots 101 to 128 on this plan.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
2. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

CREATION OF RESTRICTION 'D'

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

LAND TO BE BURDENED: See Table 3 below.

LAND TO BENEFIT: See Table 3 below.

DESCRIPTION OF RESTRICTION

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

Build or permit to be built or remain on the lot any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of one metre from the other side boundary of that lot in order to provide the required reasonable access for maintenance of any sewer assets at the rear of the lot by the relevant authority.

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105
112	109, 110, 111, 113, 122

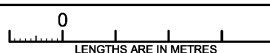
TABLE 3 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
113	112, 114, 121
114	113, 115, 116, 117, 120
115	114, 116
116	114, 115, 117
117	114, 116, 118, 120
118	117, 119, 120
121	113, 120, 122



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SCALE



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15/08/2022, SPEAR Ref: S142375H

ORIGINAL SHEET
SIZE: A3

Ref. 21408-S1
Ver. 11

SHEET 7

Digitally signed by:
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02/09/2022,
SPEAR Ref: S142375H

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

VOLUME 12499 FOLIO 327

Security no : 124110100989Q
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 205 on Plan of Subdivision 833330H.
PARENT TITLE Volume 12499 Folio 293
Created by instrument PS833330H 31/08/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833330H 31/08/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833330H 31/08/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833330H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833330H (B)	PLAN OF SUBDIVISION	Registered	31/08/2023
AX207634H	REMOVAL OF ENCUMBRANCE	Registered	31/08/2023
AX193586M (B)	REMOVAL OF ENCUMBRANCE	Registered	31/08/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 17 BUTTERNUT STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

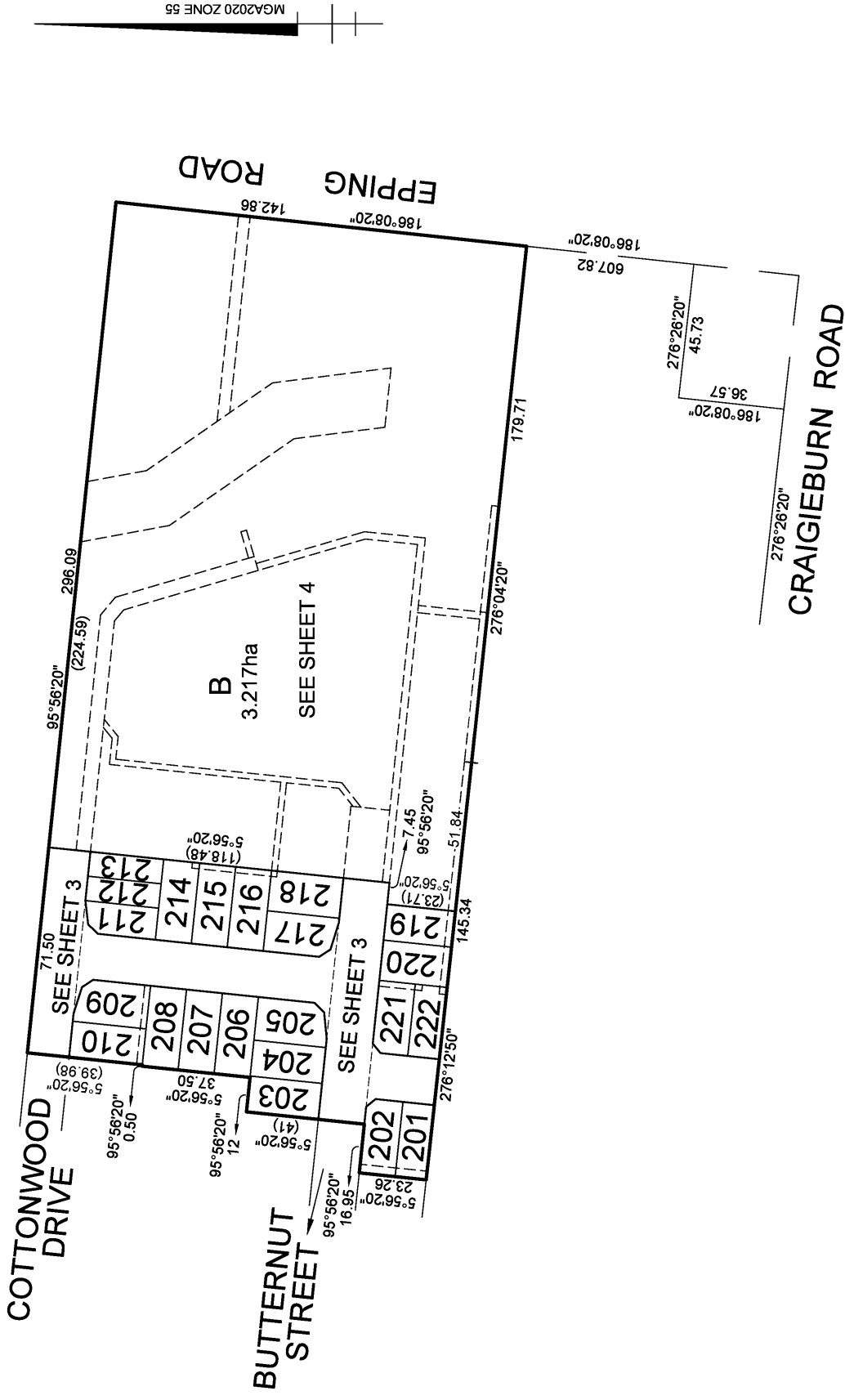
eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 1	PS833330H	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: --- SECTION: 19 CROWN ALLOTMENT: --- CROWN PORTION: 1 (PART) TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: Lot A on PS829732K POSTAL ADDRESS: 405 Epping Road (at time of subdivision) WOLLERT VIC 3750 MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55 (of approx centre of land in plan) N: 5 836 550		Council Name: Whittlesea City Council Council Reference Number: 610101 Planning Permit Reference: 718154 SPEAR Reference Number: S143141C Certification 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: 26/03/2020 Public Open Space 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 Digitally signed by: Renee Kueffer for Whittlesea City Council on 06/09/2022 Statement of Compliance issued: 18/08/2023 Public Open Space 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		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
Road R1	Whittlesea City Council			
NOTATIONS		Lots 201 to 222 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C & D on Sheets 5 to 7 of this plan for details. OTHER PURPOSE OF PLAN To Remove easements E-1, E2 and E-3 created on PS829732K in so far they lie within Road R1 herein. GROUND FOR REMOVAL: By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988. 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		
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 718154 This survey has been connected to permanent marks no(s) PM43 In Proclaimed Survey Area no .74				
ACACIA VILLAGE - Stage 2 Area of Release: 1.120ha No. of Lots: 22 Lots and Balance Lot B				
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 Diagram	PS829732K	Whittlesea City Council
	Sewerage			Yarra Valley Water Corporation
E-2	Sewerage	2.50	PS829732K	Yarra Valley Water Corporation
E-3	Drainage	2	PS829732K	Whittlesea City Council
E-4	Sewerage	See Diag.	This Plan	Yarra Valley Water Corporation
E-5	Drainage	2	This Plan	Whittlesea City Council
E-6	Drainage	13.50	This Plan	Whittlesea City Council
	Sewerage			Yarra Valley Water Corporation
E-7	Drainage	20.12	LP81972	Land in LP81972
E-8	Drainage	4.02	LP81972	Land in LP81972
TAYLORS		SURVEYORS FILE REF: Ref. 21408-S2 Ver. 10		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au		Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (10), 15/08/2022, SPEAR Ref: S143141C		PLAN REGISTERED TIME: 11:42am DATE: 31/08/2023 L.Hawkins Assistant Registrar of Titles

PS833330H



TAYLORS
 Urban Development | Built Environments | Infrastructure
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 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Amended by: Leo Alexander Bateman, Licensed Surveyor 30/08/2023.

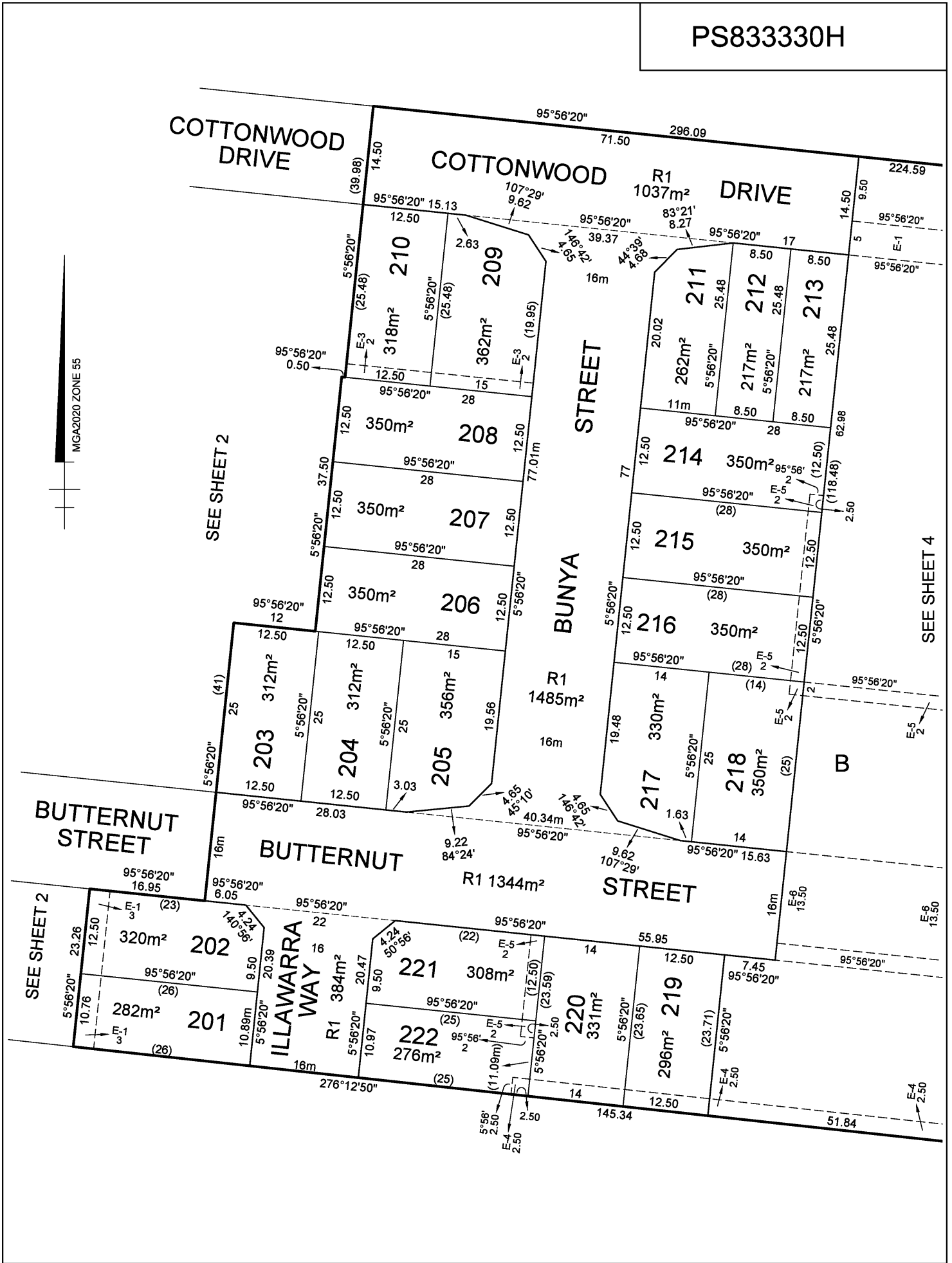
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 Ref. 21408-S2 Ver. 10
 SHEET 2

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PS833330H



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SCALE 1:500
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 LENGTHS ARE IN METRES

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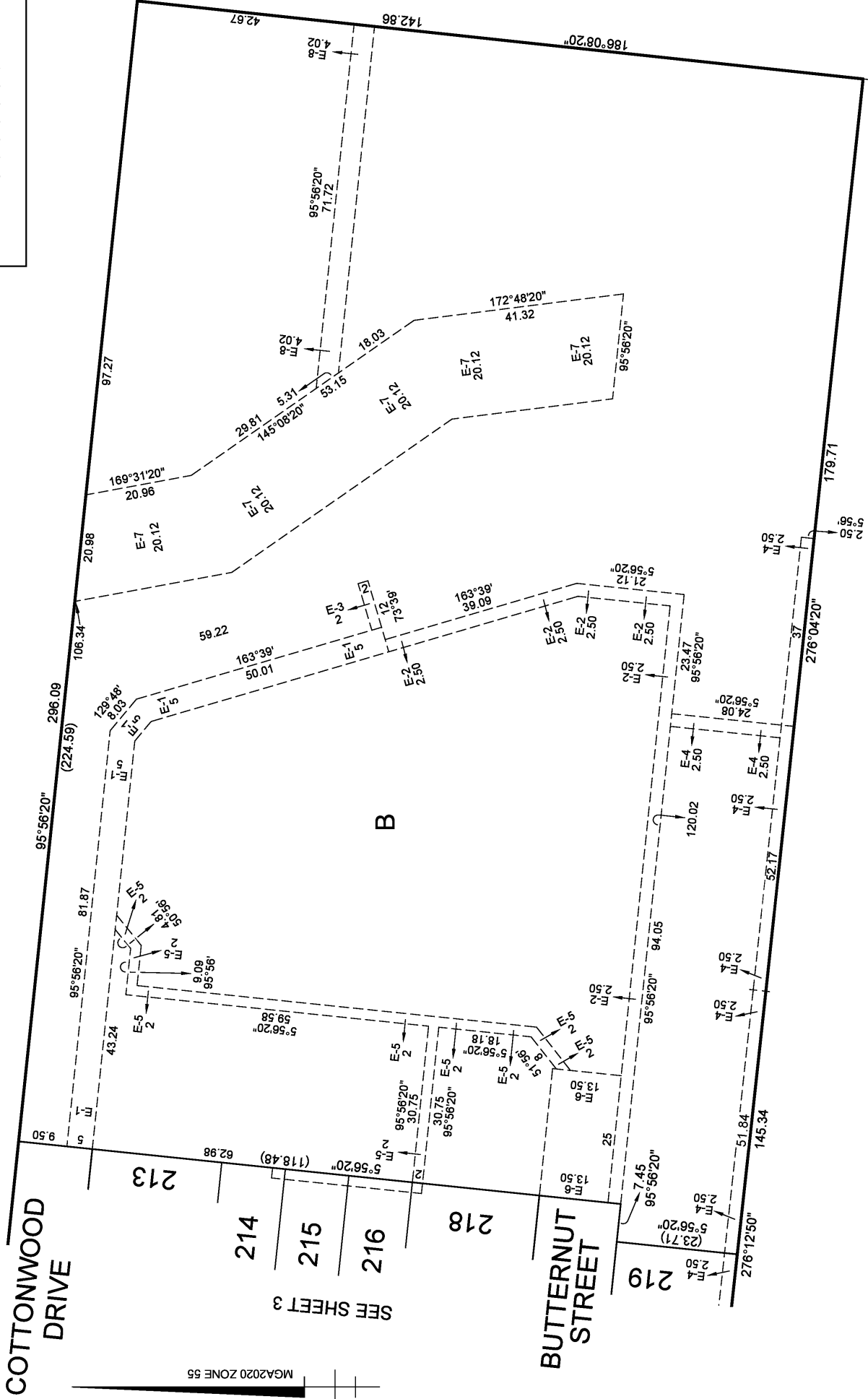
ORIGINAL SHEET SIZE: A3

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 Ver. 10

SHEET 3

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PS833330H



<p>TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au</p>	<p>Scale: 1:750</p> <p>Lengths are in metres</p> <p>7.5 0 7.5 15 22.5 30</p>	<p>Original Sheet Size: A3</p> <p>Ref: 21408-S2 Ver. 10</p>	<p>Sheet 4</p>
	<p>Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (10), 15/08/2022, SPEAR Ref: S:143141C</p> <p>Digitally signed by: Whittlesea City Council, 06/09/2022, SPEAR Ref: S:143141C</p>		

PS833330H

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: See Table 1 below.
LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

NOTE:

Restrictions A(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
202	201
203	204
204	203, 205, 206
205	204, 206
206	204, 205, 207
207	206, 208
208	207, 209, 210
209	208, 210

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
210	208, 209
214	211, 212, 213, 215
215	214, 216
216	215, 217, 218
217	216, 218
218	216, 217
220	219, 221, 222
221	220, 222



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Ver. 10

SHEET 5

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PS833330H

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

NOTE:

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
201	A	202
211	A	212, 214
212	A	211, 213, 214
213	A	212, 214
219	A	220
222	A	220, 221



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Ver. 10

SHEET 6

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PS833330H

CREATION OF RESTRICTION 'C'

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

LAND TO BE BURDENED: Lots 201 to 222 on this plan.
LAND TO BENEFIT: Lots 201 to 222 on this plan.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
2. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

CREATION OF RESTRICTION 'D'

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

LAND TO BE BURDENED: See Table 3 below.
LAND TO BENEFIT: See Table 3 below.

DESCRIPTION OF RESTRICTION

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

Build or permit to be built or remain on the lot any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of one metre from the other side boundary of that lot in order to provide the required reasonable access for maintenance of any sewer assets at the rear of the lot by the relevant authority.

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
219	220
220	219, 221, 222



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ORIGINAL SHEET
SIZE: A3

Ref. 21408-S2
Ver. 10

SHEET 7

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06/09/2022,
SPEAR Ref: S143141C

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

VOLUME 12499 FOLIO 872

Security no : 124110100988R
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 308 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 30 COTTONWOOD DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

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

VOLUME 12499 FOLIO 874

Security no : 124110100996H
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 310 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 34 COTTONWOOD DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

DOCUMENT END

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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 12499 FOLIO 875

Security no : 124110100997G
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 311 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 36 COTTONWOOD DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

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Effective from 25/09/2023

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

VOLUME 12499 FOLIO 876

Security no : 124110101000D
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 312 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 40 COTTONWOOD DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

DOCUMENT END

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

VOLUME 12499 FOLIO 883

Security no : 124110100991N
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 319 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 31 BUTTERNUT STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

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Effective from 25/09/2023

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

VOLUME 12499 FOLIO 873

Security no : 124110100994K
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 309 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 32 COTTONWOOD DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

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

VOLUME 12499 FOLIO 885

Security no : 124110100993L
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 321 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285677W (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 27 BUTTERNUT STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

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

VOLUME 12499 FOLIO 886

Security no : 124110100999E
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 322 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285677W (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 7 CHEERY STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

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

VOLUME 12499 FOLIO 887

Security no : 124110101001B
Produced 27/10/2023 12:48 PM

LAND DESCRIPTION

Lot 323 on Plan of Subdivision 833331F.
PARENT TITLE Volume 12499 Folio 345
Created by instrument PS833331F 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOLLERT EPPING DEVELOPMENTS PTY LTD of LEVEL 2 117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006
PS833331F 01/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS833331F 01/09/2023

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
AW300511P 24/11/2022

DIAGRAM LOCATION

SEE PS833331F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS833331F (B)	PLAN OF SUBDIVISION	Registered	01/09/2023
AX193577N (B)	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX210809E	REMOVAL OF ENCUMBRANCE	Registered	01/09/2023
AX285675B (E)	DISCHARGE OF MORTGAGE	Registered	22/09/2023
AX287230G (E)	TRANSFER CONTROL OF ECT	Completed	25/09/2023

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

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

Street Address: 5 CHEERY STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

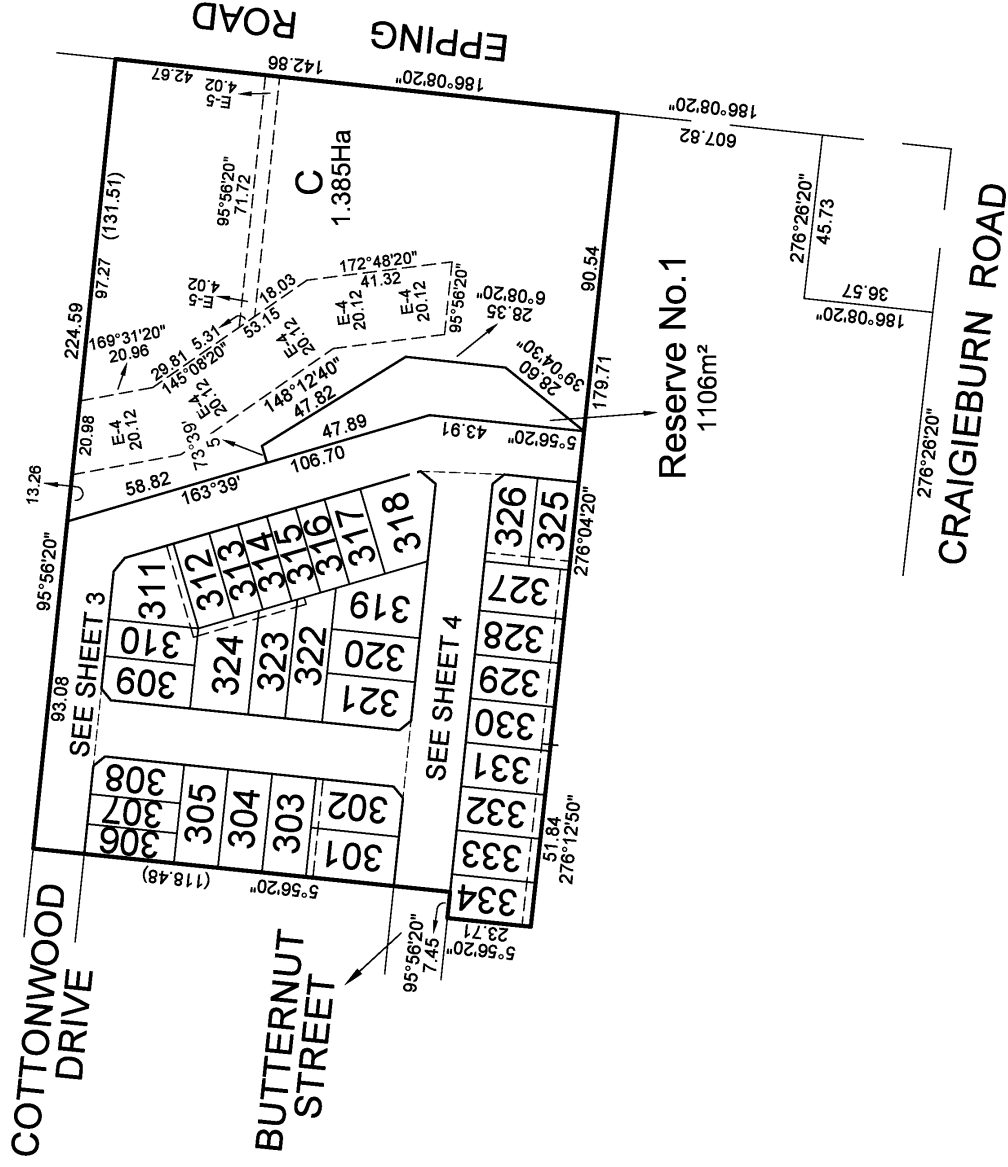
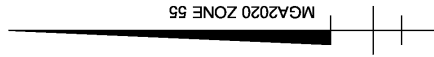
eCT Control 22001X JMH LEGAL CONSULTING PTY LTD
Effective from 25/09/2023

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PLAN OF SUBDIVISION		EDITION 1	PS833331F	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: --- SECTION: 19 CROWN ALLOTMENT: --- CROWN PORTION: 1 (PART) TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: Lot B on PS833330H POSTAL ADDRESS: 405 Epping Road (at time of subdivision) WOLLERT VIC 3750 MGA2020 CO-ORDINATES: E: 326 100 ZONE: 55 (of approx centre of land in plan) N: 5 836 550		Council Name: Whittlesea City Council Council Reference Number: 610100 Planning Permit Reference: 718154 SPEAR Reference Number: S143145J Certification 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: 26/03/2020 Public Open Space 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 Digitally signed by: Angela Cuschieri for Whittlesea City Council on 30/09/2022 Statement of Compliance issued: 18/08/2023 Public Open Space 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		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
Road R1 Reserve No. 1	Whittlesea City Council Whittlesea City Council			
NOTATIONS		Lots 301 to 333 (both inclusive) on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A, B, C & D on Sheets 5, 6 and 7 of this plan for details. 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		
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 718154 This survey has been connected to permanent marks no(s) PM43 In Proclaimed Survey Area no .74				
ACACIA VILLAGE - Stage 3 Area of Release: 1.831ha No. of Lots: 34 Lots and Balance Lot C				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	See Diag.	PS833330H	Yarra Valley Water Corporation
E-2	Drainage	2	PS833330H	Whittlesea City Council
E-3	Drainage	2	This Plan	Whittlesea City Council
E-4	Drainage	20.12	LP81972	Land in LP81972
E-5	Drainage	4.02	LP81972	Land in LP81972
TAYLORS		SURVEYORS FILE REF: Ref. 21408-S3 Ver. 11		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7
Urban Development Built Environments Infrastructure 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au		Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S143145J		PLAN REGISTERED TIME: 8:21am DATE: 01/09/2023 L.Hawkins Assistant Registrar of Titles

PS833331F



TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorsds.com.au

Amended by: Leo Alexander Bateman, Licensed Surveyor 30/08/2023.

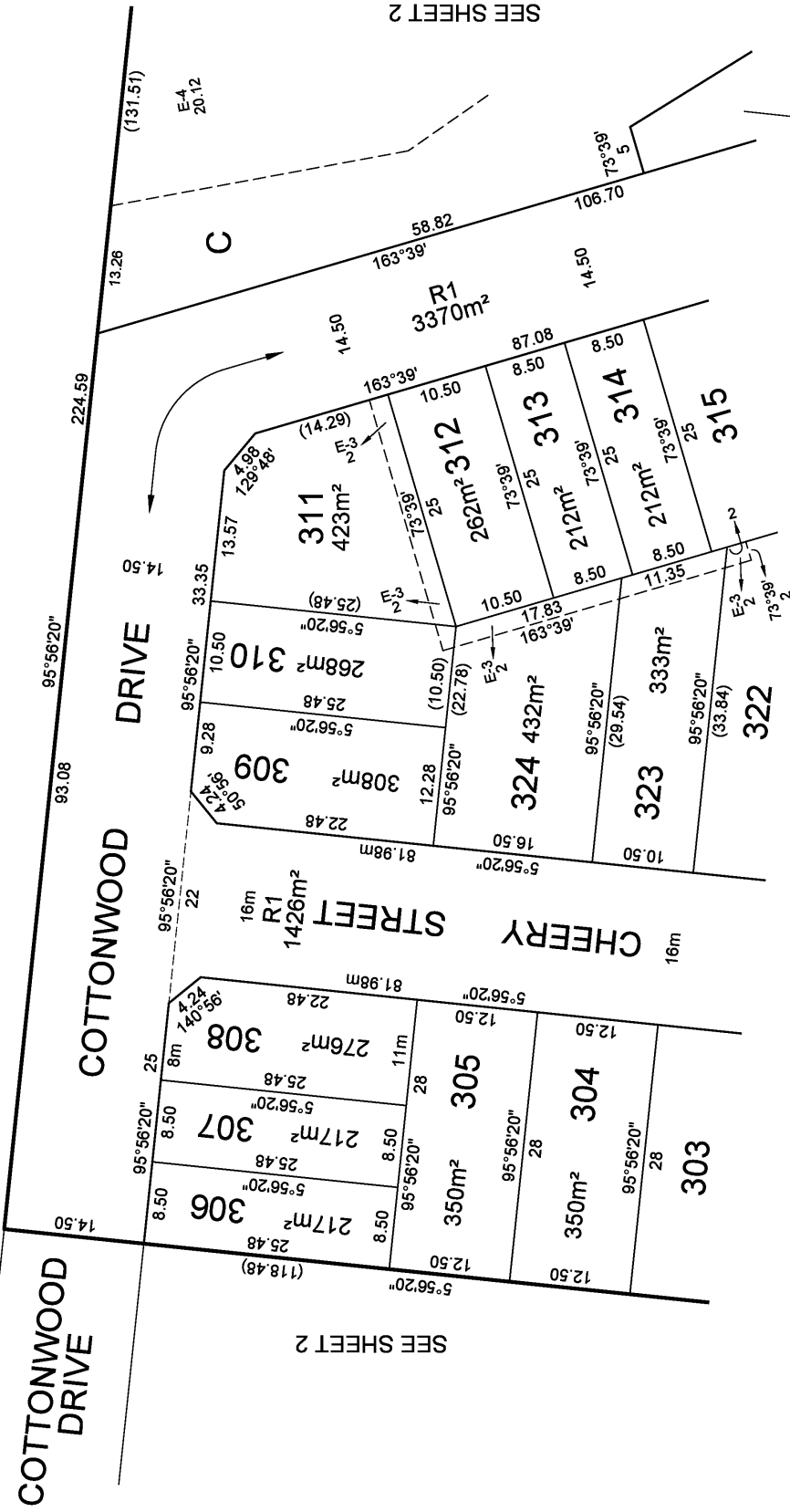
Digitally signed by: Mark Peter Grey, Licensed Surveyor,
 Surveyor's Plan Version (11),
 15/08/2022, SPEAR Ref: S143145J

SCALE 1:1500
 LENGTHS ARE IN METRES
 15 0 15 30 45 60

ORIGINAL SHEET SIZE: A3	Ref. 21408-S3 Ver. 11	SHEET 2
-------------------------	-----------------------	---------

PS833331F

MGA2020 ZONE 55



Reserve No.1

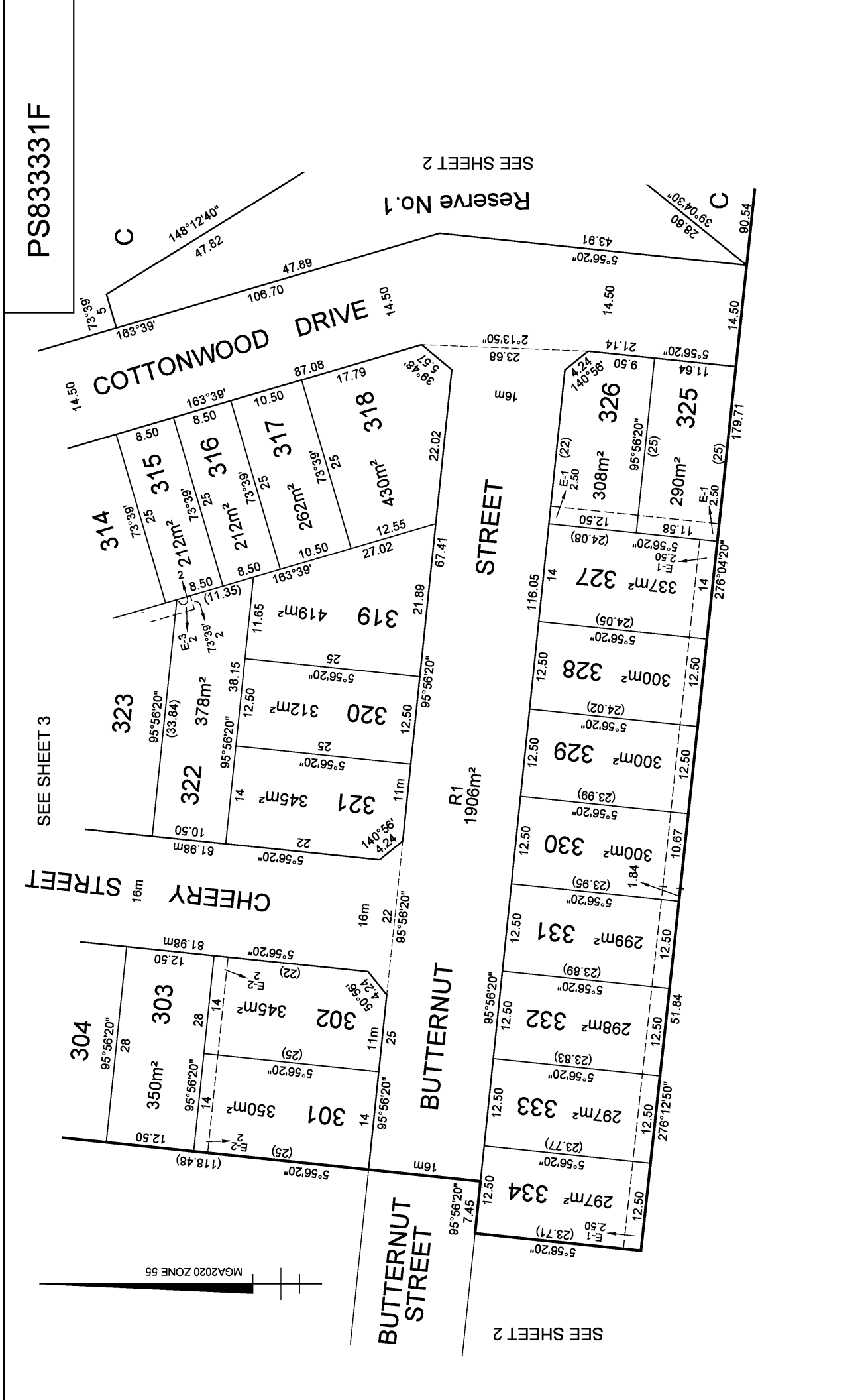
SEE SHEET 4

TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylors.com.au

Amended by: Leo Alexander Bateman, Licensed Surveyor 30/08/2023.

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 21408-S3 Ver. 11	SHEET 3
Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S143145J Digitally signed by: Whittlesea City Council, 30/09/2022, SPEAR Ref: S143145J				

PS833331F



SEE SHEET 3

SEE SHEET 2

SEE SHEET 2

<p>TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylors.com.au</p>	<p>Scale: 1:500</p> <p>Lengths are in metres</p>	<p>Original Sheet Size: A3</p>	<p>Ref: 21408-S3 Ver. 1.1</p>	<p>SHEET 4</p>
	<p>Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (11), 15/08/2022, SPEAR Ref: S143145J</p> <p>Digitally signed by: Whittlesea City Council, 30/09/2022, SPEAR Ref: S143145J</p>			

PS833331F

CREATION OF RESTRICTION 'A'

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

LAND TO BE BURDENED: See Table 1 below.
LAND TO BENEFIT: See Table 1 below.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house with a setback of less than 4m or greater than 6m from the front boundary of the lot, except with the written consent of Wollert Epping Developments Pty Ltd.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

Restriction A (1) Expiry Date: 24/08/2029

NOTE:

Restrictions A(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302, 303
302	301, 303
303	301, 302, 304
304	303, 305
305	304, 306, 307, 308
309	310, 324
311	310, 312
318	317, 319
319	316, 317, 318, 320, 322
320	319, 321, 322

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
321	320, 322
322	315, 316, 319, 320, 321, 323
323	313, 314, 315, 322, 324
324	309, 310, 312, 313, 323
326	325, 327
327	325, 326, 328
328	327, 329
329	328, 330
330	329, 331



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SHEET 5

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30/09/2022,
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PS833331F

CREATION OF RESTRICTION 'B'

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

LAND TO BE BURDENED: See Table 2 below.

LAND TO BENEFIT: See Table 2 below.

DESCRIPTION OF RESTRICTION

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

1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.
2. Construct or allow to be constructed or remain on the lot or any part of it, any garage with a setback less than 5 metres from the front boundary of the lot.
3. Construct or allow to be constructed or remain on the lot or any part of it, any garage on the lot other than a single car garage where the width of the lot is 10 metres or less when measured at the front wall of the dwelling, where access is proposed from the lot frontage.
4. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or commercial building other than any dwelling house or commercial building which incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct or allow to be constructed or remain on a corner lot or any part of it, any dwelling with the side wall of the first level which is constructed:
 - (i) less than 900mm from the ground level wall that faces a side street; or
 - (ii) with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.

NOTE:

Restrictions B(1) satisfy Planning Permit No. 718154 Condition 6

Restrictions B(2, 3, 4 & 5) satisfy Planning Permit No. 718154 Condition 5

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
306	A	305, 307
307	A	305, 306, 308
308	A	305, 307
310	A	309, 311, 324
312	A	311, 313, 324
313	A	312, 314, 323, 324
314	A	313, 315, 323
315	A	314, 316, 322, 323
316	A	315, 317, 319, 322
317	A	316, 318, 319
325	A	326, 327
331	A	330, 332
332	A	331, 333
333	A	332, 334
334	A	333



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30/09/2022,
SPEAR Ref: S143145J

PS833331F

CREATION OF RESTRICTION 'C'

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

LAND TO BE BURDENED: Lots 301 to 334 on this plan.
LAND TO BENEFIT: Lots 301 to 334 on this plan.

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction must not :-

1. Construct or allow to be constructed or remain on the lot or any part of it, any building other than one private dwelling house with usual outbuildings without prior written consent from Wollert Epping Developments Pty Ltd and further development approval from Whittlesea City Council.
2. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by Wollert Epping Developments Pty Ltd and prepared in accordance with the Acacia Village Estate Design Guidelines and then only in compliance with any condition imposed by Wollert Epping Developments Pty Ltd in respect of that approval.

Expiry Date : 24/08/2029

CREATION OF RESTRICTION 'D'

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

LAND TO BE BURDENED: See Table 3 below.
LAND TO BENEFIT: See Table 3 below.

DESCRIPTION OF RESTRICTION

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

Build or permit to be built or remain on the lot any building or garage on a side boundary of a lot unless the building or garage is set back a minimum of one metre from the other side boundary of that lot in order to provide the required reasonable access for maintenance of any sewer assets at the rear of the lot by the relevant authority.

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
327	325, 326, 328
328	327, 329
329	328, 330
330	329, 331
331	330, 332
332	331, 333
333	332, 334
334	333



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30/09/2022,
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Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AW300511P
Date and Time Lodged	24/11/2022 01:20:37 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8475821

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

10262/462

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 NOVEMBER 2022

File Notes:

NIL

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

Statement End.



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Maddocks

Date / /

11/11/2022

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 405 Epping Road, Wollert

Purpose of Agreement: Public Open Space provision and Deferral of Development Contributions and Public Open Space Contributions.

City of Whittlesea

and

Wollert Epping Developments Pty Ltd ACN 625 963 028



Maddocks

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / 11/11/2022

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council

Name	Wollert Epping Developments Pty Ltd ACN 625 963 028
Address	Level 2, 117 McLachlan Street Fortitude Valley QLD 4006
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. Conditions 7, 25 and 31 of the Planning Permit requires the owner to enter into an agreement to provide for development contributions, a public open space contribution and implementation of a public infrastructure plan.
- G. The Owner has asked Council to agree to a deferral of the payment of the Development Contributions on Stage 4 . In accordance with section 46N(1)(d) of the Act Council has agreed to the request on the terms set out in this Agreement.
- H. The Parties also wish to record the manner in which the Public Open Space Contribution is required to be made.

- I. The Owner has asked Council to agree to a deferral of the payment of the Public Open Space Contribution which is required to be made in respect of Stage 4 . Council has agreed to the request on the terms set out in this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Averaged Equalisation Payment Rate "A" means the total Equalisation Payment due for Property 27-R divided by the total NDA (Hectare) for Property 27-R as specified in Schedule 3.

Averaged Equalisation Payment Rate "B" means the total Equalisation Payment due for Property 27-E divided by the total NDA (Hectare) for Property 27-E as specified in Schedule 3

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

Business Days means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

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:

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

Current Email means:

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

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

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

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

Endorsed Plan means the plan endorsed with the stamp of Council and which is attached to this Agreement as Annexure "A".

Equalisation Payment means the amount specified in Schedule 3 and Schedule 4 as the equalisation payment required to be paid either to or by the Owner in respect of Property 27-R or Property 27-E, as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Owner is required to provide to Council under this Agreement; and
- the Open Space Contribution that the Owner is required to make as shown in Schedule 3.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

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

Indexation means an annual adjustment to an amount carried out using the CPI as the adjustment index unless a different adjustment index is specified in this Agreement:

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

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

Net Developable Hectare means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

Net Developable Area means the total area of the Subject Land, less land requirements for high order transport networks, education and community facilities, utilities transmission easements, Melbourne Water waterway corridors, wetlands and retarding basins, State and local conservation reserves, open space (sports reserve and local parks), and land identified for future quarrying activities.

Open Space Equalisation means the process of balancing the Public Open Space Contribution made by the Owner so that the overall Public Open Space Contribution made by the Owner in respect of the Subject Land is not less than or greater than the Public Open Space Contribution as specified in clause 53.01 of the Planning Scheme for the Subject Land.

Open Space Land means unencumbered land for public open space which is identified in Schedule 3 and Schedule 4 as the case may be.

Open Space Land Value means the amount specified in Schedule 3 and Schedule 4 as the case may be as the Open Space Land Value.

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

Party or Parties means the parties to this Agreement.

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

Planning Permit means the planning permit referred to in Schedule 2, as amended from time to time.

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

Property 27-R means property 27-R as identified in Plan 8 of the Development Contributions Plan.

Property 27-E means property 27-E as identified in Plan 8 of the Development Contributions Plan.

Provision Trigger means the milestone or provision trigger set out in the relevant column of **Error! Reference source not found.** or Schedule 4 as the case may be.

Public Open Space Contribution means the public open space contribution that the Owner is required to make under the Schedule to clause 53.01 of the Planning Scheme in respect of the Subject Land.

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

Schedule means a schedule to this Agreement.

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

Stage 4 means Stage 4 as depicted on plan '21408 MP 8 SUB' dated 5 July 2021 set out at Annexure "A" to this Agreement.

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

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

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 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purpose and reasons for Agreement

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 provide for the deferral of Development Contributions payable on Stage 4 of the Development;
- 3.2 to record the manner of provision of the public open space contribution in respect of the Subject Land;
- 3.3 provide for the deferral of the public open space contribution payable in respect of Stage 4; and
- 3.4 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Deferral of the Development Infrastructure Levy

The Parties agree that:

- 5.1 the Owner is liable to pay the Development Infrastructure Levy in relation to Stage 4 in accordance with condition 31 of the Planning Permit;

- 5.2 the full amount of the Development Infrastructure Levy which is otherwise payable in relation to Stage 4 is agreed to be deferred from prior to the issue of a Statement of Compliance which creates the lot comprising Stage 4 prior to the earlier of;
- 5.2.1 the issue of a Building Permit in respect of any buildings or works on the land comprising Stage 4; or
 - 5.2.2 the issue of any further Statement of Compliance in respect of any further subdivision of Stage 4.

6. Deferral of the Averaged Equalisation Payment Rate "B"

The Parties agree that:

- 6.1 the Owner is liable to pay the Averaged Equalised Payment Rate "B" in relation to Stage 4 in accordance with condition 31 of the Planning Permit;
- 6.2 the full amount of the Averaged Equalisation Payment Rate "B" which is otherwise payable in relation to Property 27-E is agreed to be deferred from prior to the issue of a Statement of Compliance which creates the lot comprising Stage 4 prior to the earlier of;
 - 6.2.1 the issue of a Building Permit in respect of any buildings or works on the land comprising Stage 4; or
 - 6.2.2 the issue of any further Statement of Compliance in respect of any further subdivision of Stage 4 whichever occurs first.
- 6.3 the Averaged Equalisation Payment Rate "B" is to subject to Indexation from the date of this Agreement until it is paid.

7. Public Open Space

7.1 Provision of Open Space Land

The Owner must provide the Open Space Land to Council for municipal purposes:

- 7.1.1 by vesting the Open Space Land in Council;
- 7.1.2 with all utility services available to the Open Space Land;
- 7.1.3 on or before the relevant Provision Trigger if any is specified in Schedule 3 and Schedule 4, unless a later date is approved by Council; or
- 7.1.4 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or
- 7.1.5 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

7.2 Environmental Assessment

The Owner covenants and agrees that prior to providing any Open Space Land to Council in accordance with this Agreement, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and

unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the relevant precinct structure plan that applies to the Open Space Land.

7.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed and non-variable subject only to Indexation.

7.4 Open Space Equalisation

7.4.1 The Owner agrees that its Open Space Liability under the Planning Scheme is the percentage amount set out in Schedule 3 and Schedule 4.

7.4.2 The Parties agree that where the public open space liability of the Owner involves Open Space Equalisation, Open Space Equalisation is to be undertaken in the manner specified in Schedule 3 and Schedule 4 as the case may be.

7.4.3 The Parties agree that where an Equalisation Payment is to be paid, it must be paid by the time set out in Schedule 3 and Schedule 4 as the case may be.

7.4.1 The Parties agree that prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that any final equalisation payment reflects the Net Developable Area identified in Schedule 3 and Schedule 4 and reconciles any differences within the final equalisation payment and upon that reconciliation being undertaken –

- (a) Council must pay to the Owner any amount that is identified as owing to the Owner; and
- (b) the Owner must pay to Council any amount that is identified as owing to Council.

7.5 Council acknowledgement

The parties acknowledge and agree that upon the Owner satisfying its obligations under clauses 7 and 7 , the Owner will have fulfilled its obligations under the Planning Permit, the Planning Scheme and the *Subdivision Act 1988* in relation to making the Public Open Space Contribution in respect of the Subject Land.

8. Further obligations of the Parties

8.1 Transaction costs

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

8.2 Notice and registration

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

8.3 Further actions

The Owner:

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

8.4 Council's costs to be paid

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

- 8.4.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 8.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 8.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

8.5 Interest for overdue money

The Owner agrees that:

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

9. Agreement under section 173 of the Act

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

10. Owner's warranties

- 10.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 10.2 The Owner warrants that:
 - 10.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

10.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

11. Successors in title

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

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

12. General matters

12.1 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:

- 12.1.1 personally on the other Party;
- 12.1.2 by leaving it at the other Party's Current Address;
- 12.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 12.1.4 by email to the other Party's Current Email.

12.2 No waiver

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

12.3 Severability

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

12.4 No fettering of Council's powers

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

12.5 Inspection of documents

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

12.6 Governing law

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

13. GST

- 13.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

14. 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.

15. Amendment of Agreement

- 15.1 This Agreement may be amended in accordance with the Act.
- 15.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 15.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

16. Ending of Agreement

- 16.1 This Agreement ends:
- 16.1.1 in relation to a Residential Lot, upon the registration of a plan of subdivision which creates that Residential Lot;
 - 16.1.2 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 16.1.3 otherwise by agreement between the Parties in accordance with section 177 of the Act.

- 16.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 16.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 16.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 16.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 16.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 16.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

Schedule 1

Wollert Development Contributions Plan (DCPO 16)

AW300511P

Schedule 2

Whittlesea planning permit 718154 issued on 24 August 2019

AW300511P

Schedule 3

Open Space Land – Residential*

PSP/DCP Property Number	Net Developable Area (ha)	Open Space Land (ha)	Provision Trigger for the provision of the Open Space Land	Agreed Rate per hectare (\$2021/22 /Ha)	Open Space Land Value \$2021/22 (\$ / Ha)	Public Open Space Contribution liability (ha) @ 4.47% of NDA (2021/22)	Equalisation Payment (Owner to Council) (\$2021/22)
Property 27-R	4.49ha.	0.00	N/A	\$2,000,000	\$0.00	\$401,580.65	\$401,580.65
Total Equalisation Payment Due payable as Averaged Equalisation Payment Rate "A".							\$401,580.65
Timing of when the Averaged Equalisation Payment Rate "A" must be made							Prior to the Statement of Compliance for each Stage
Averaged Equalisation Payment Rate "A" per Net Developable Hectare – 2021/22 (Total Equalisation Payment Due / Total NDHa of 4.49 Ha)							\$89,438.90

Schedule 4

Open Space Land – Employment*

PSP/DCP Property Number	Net Developable Area (ha)	Open Space Land (ha)	Provision Trigger for the provision of the Open Space Land	Agreed Rate per hectare (\$2021/22 /Ha)	Open Space Land Value \$2021/22 (\$ / Ha)	Public Open Space Contribution liability (ha) @ 4.44% of NDA (\$2021/22)	Equalisation Payment (Owner to Council) (\$2021/22)
Property 27- E	0.6	0.00	N/A	\$1,650,000	\$0.00	\$43,953.26	\$43,953.26
Total Equalisation Payment Due payable as an Averaged Equalisation Payment Rate "B".							\$43,953.26
Timing of when the Averaged Equalisation Payment Rate "B" must be made							In accordance with clause 6 of this Agreement.
Averaged Equalisation Payment Rate "B" per Net Developable Hectare - 2021/22 (Total Equalisation Payment Due / Total NDHa of 0.6 Ha)							

Schedule 5

Subject Land

Address	Land	Owner	Address of Owner	Property Number	Mortgage Y/N
405 Epping Road, Wollert	Certificate of Title Volume 10262 Folio 462	Wollert Epping Developments Pty Ltd ACN 625963 028	Level 2 117 McLackland Street Fortitude Valley QLD 4006	Property 27 - R	Yes
405 Epping Road Wollert	Certificate of Title Volume 10262 Folio 462	Wollert Epping Developments Pty Ltd ACN 625963 028	Level 2 117 McLackland Street Fortitude Valley QLD 4006	Property 27 - E	Yes

Signing Page

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

Signed, Sealed and Delivered for and on behalf,)
and with the authority, of the **Whittlesea City**)
Council by the member of Council staff)
occupying the position or title of or acting in the)
position of Manager Strategic Futures)
in the presence of:)

DocuSigned by:

George Saisanas

9A91F272951E41D.....

DocuSigned by:

Matthew Barnesi

12108AA7FE324BZ.....

Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the Electronic Transactions (Victoria) Act 2000

Executed as a deed by Wollert Epping Developments)
Pty Ltd **ACN 625 963 028** in accordance with s 127(1))
and s 127(3) of the *Corporations Act 2001*:)

Signature of Director

WAYNE ROBERT HAMBURGER

Print full name


Signature of Director/Company Secretary

Print full name

Mortgagee's consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AS982435E consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED on behalf of
WESTPAC BANKING CORPORATION
by its attorney(s) under power of attorney
dated 17 January 2001 Permanent Order
Book No 277 page 016 in the presence of:




Witness (signature)

KERRARD WEBSTER

Name of Witness (print name)

) By executing this document the attorney states
) that they have received no notice of revocation
) of the power of attorney.
)
)
)
)

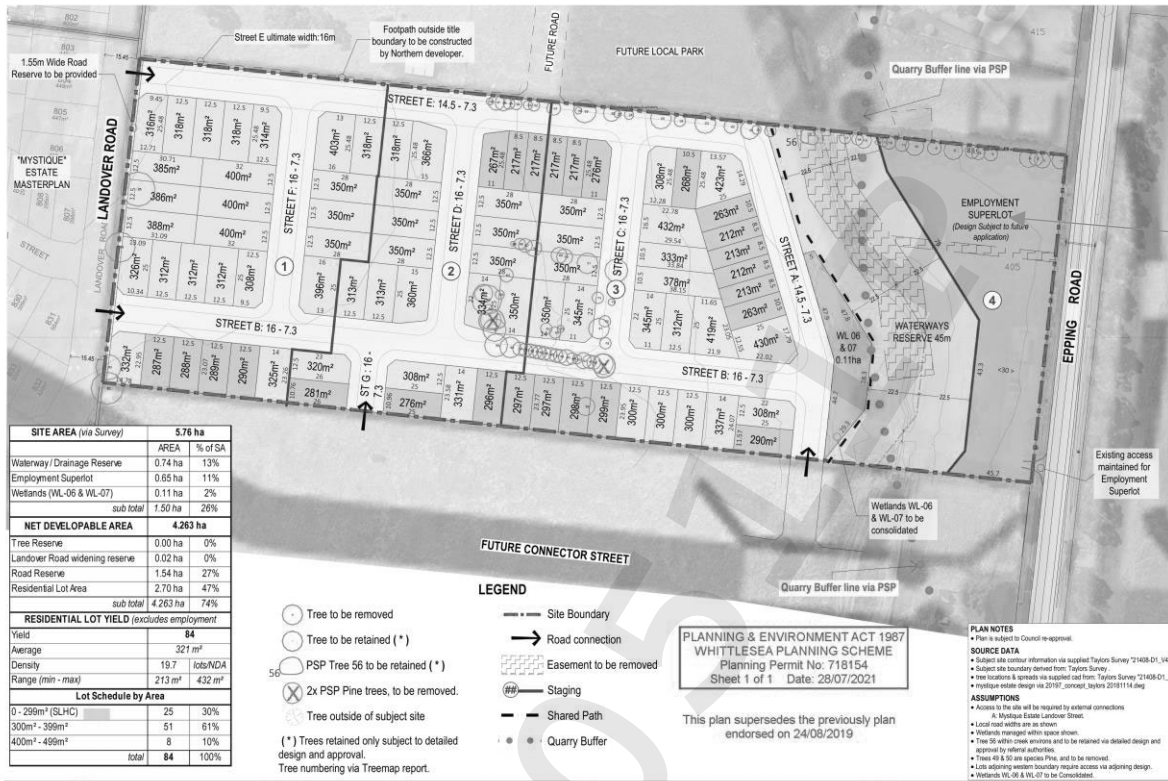


Attorney (signature)

ANDREW BROADFOOT

Name and Tier of Attorney (print)

Annexure "A"



Stage 4

SITE AREA (via Survey)		5.76 ha
Waterway / Drainage Reserve	0.74 ha	13%
Employment Superlot	0.65 ha	11%
Wetlands (WL-06 & WL-07)	0.11 ha	2%
sub total	1.50 ha	26%
NET DEVELOPABLE AREA		4.263 ha
Tree Reserve	0.00 ha	0%
Landover Road widening reserve	0.02 ha	0%
Road Reserve	1.54 ha	27%
Residential Lot Area	2.70 ha	47%
sub total	4.263 ha	74%
RESIDENTIAL LOT YIELD (excludes employment)		84
Yield	321 m ²	
Average	15.7 lots/ND4	
Density	213 m ²	432 m ²
Range (min - max)	25	30%
0 - 299m ² (SLHC)	51	61%
300m ² - 399m ²	8	10%
400m ² - 499m ²	total	84

TAYLORS
 11/12/2023
 11/12/2023

0 12.5 25 37.5 metres
 Scale 1:1250 @ A3
 21408 | MP 8 | SUB
 05/07/21
 AGT AGT

Plays to be confirmed at FLP Stage.

405 Epping Road
 Wollert, 3750
 WHITTLESEA COUNCIL

SUBDIVISION
MASTERPLAN

From www.planning.vic.gov.au at 30 October 2023 03:54 PM

PROPERTY DETAILS

Address: **405 EPPING ROAD WOLLERT 3750**
 Lot and Plan Number: **Lot 1 TP970813**
 Standard Parcel Identifier (SPI): **1\TP970813**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **407346**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 389 C10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**

OTHER

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

[View location in VicPlan](#)

Note

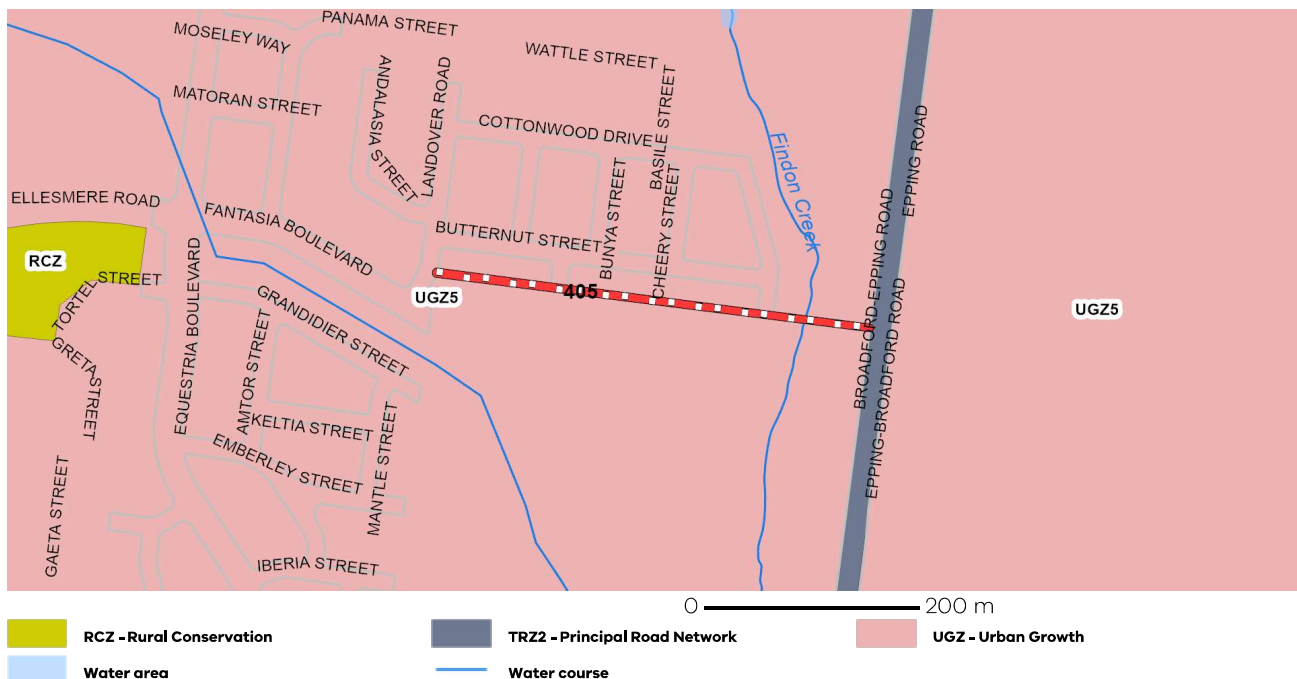
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

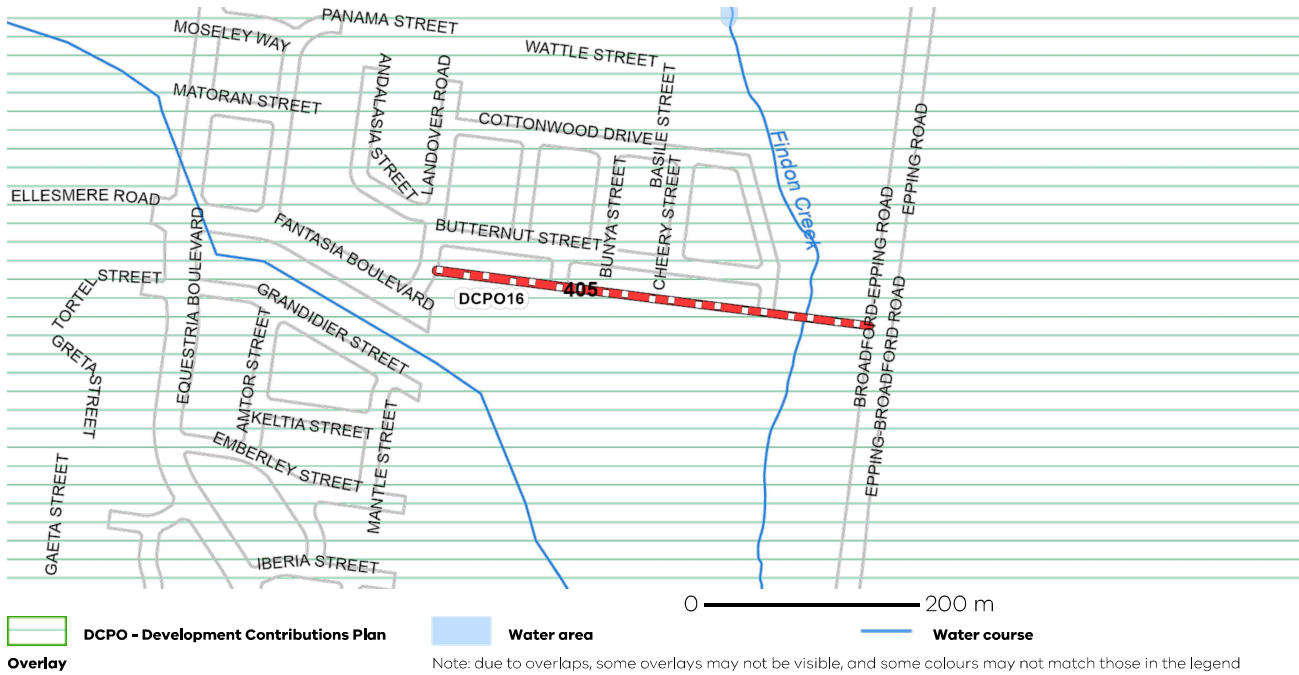
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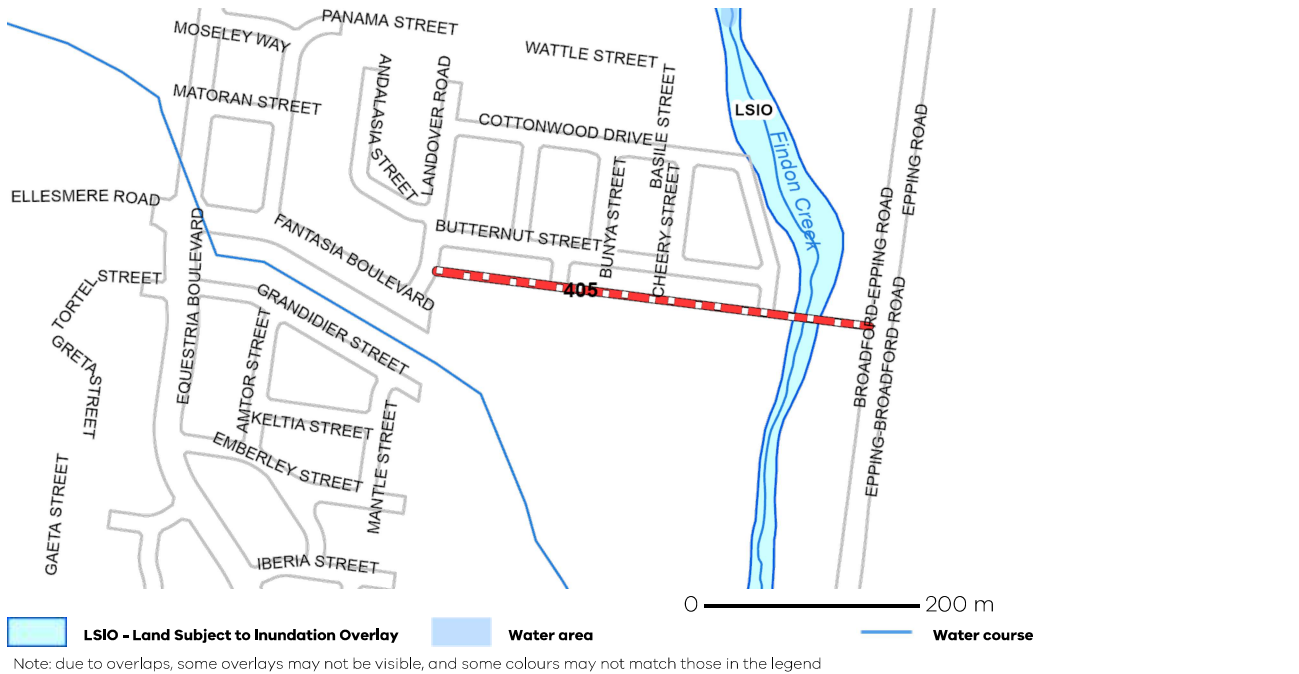
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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Planning Overlays

OTHER OVERLAYS

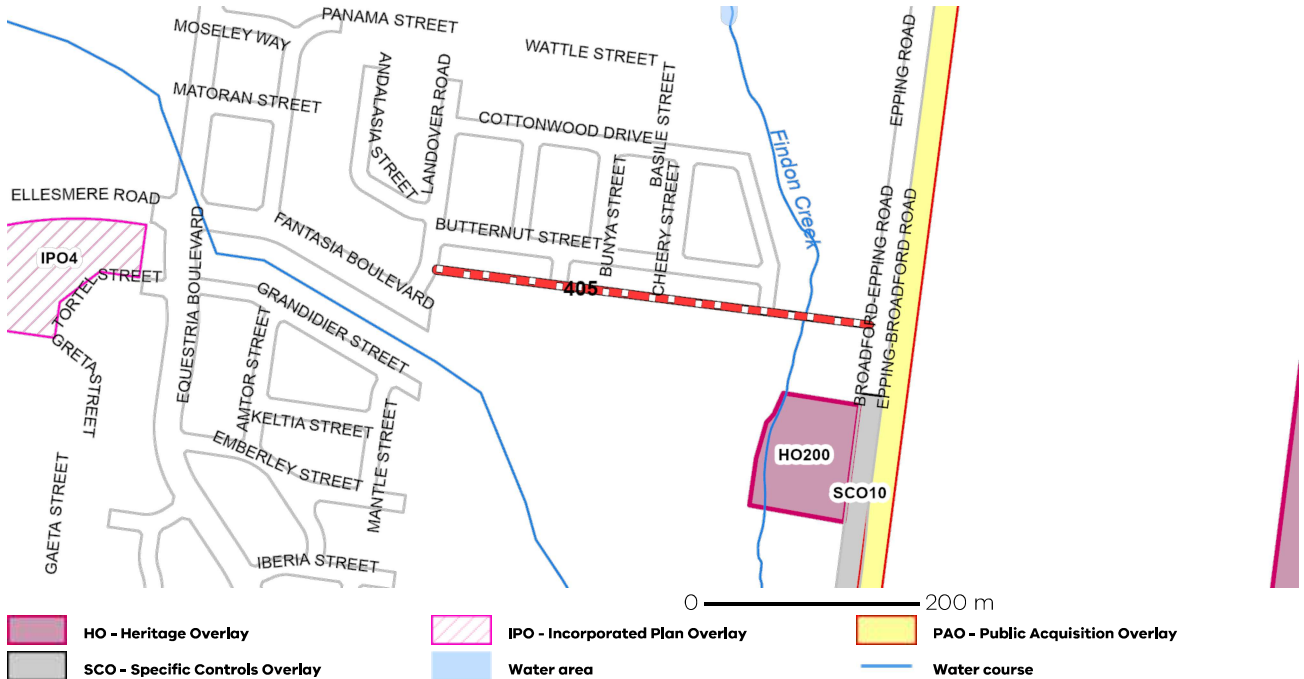
Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

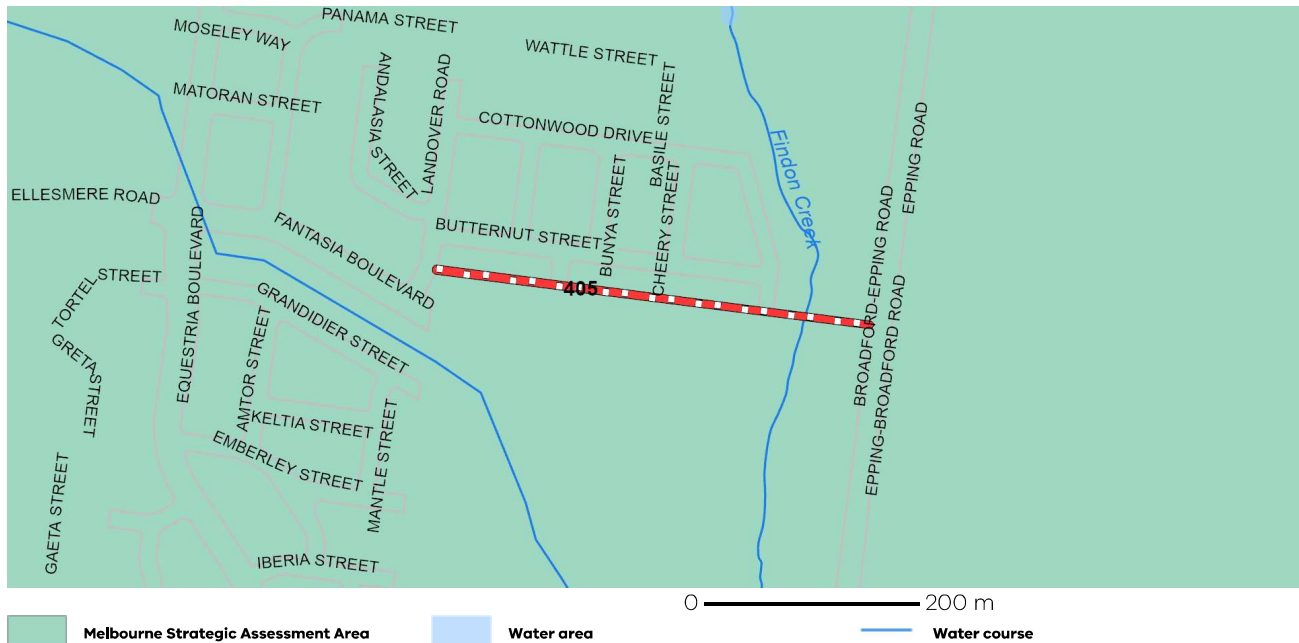
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to [Victorian Planning Authority](http://www.victorianplanningauthority.gov.au)



Melbourne Strategic Assessment

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



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Areas of Aboriginal Cultural Heritage Sensitivity

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

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

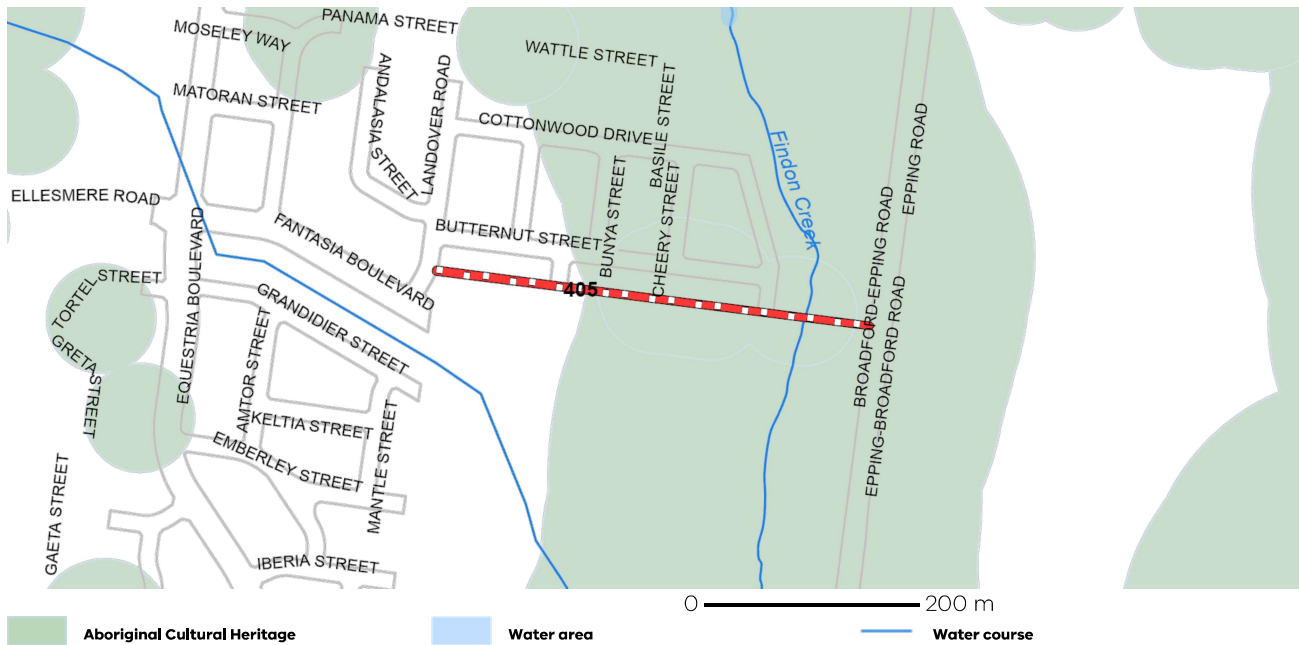
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.nrms.net.au/aqvQuestion1.aspx>

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



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Further Planning Information

Planning scheme data last updated on 26 October 2023.

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

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

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

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

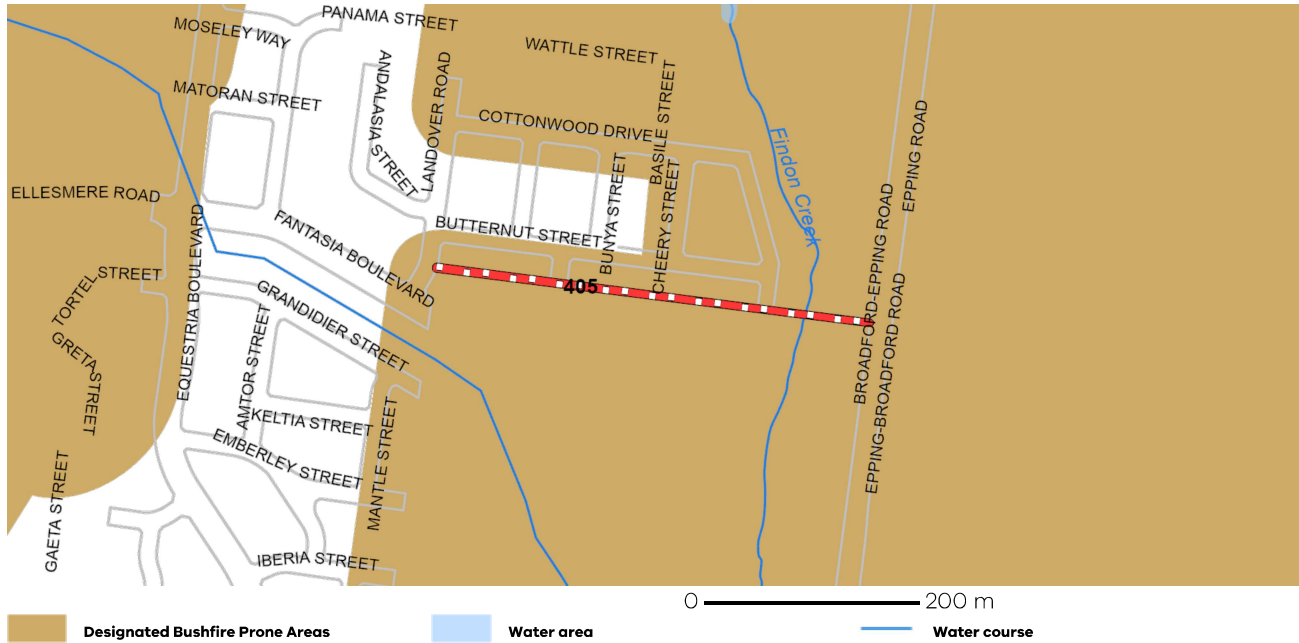
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Extractive Industry Work Authorities (WA)

All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

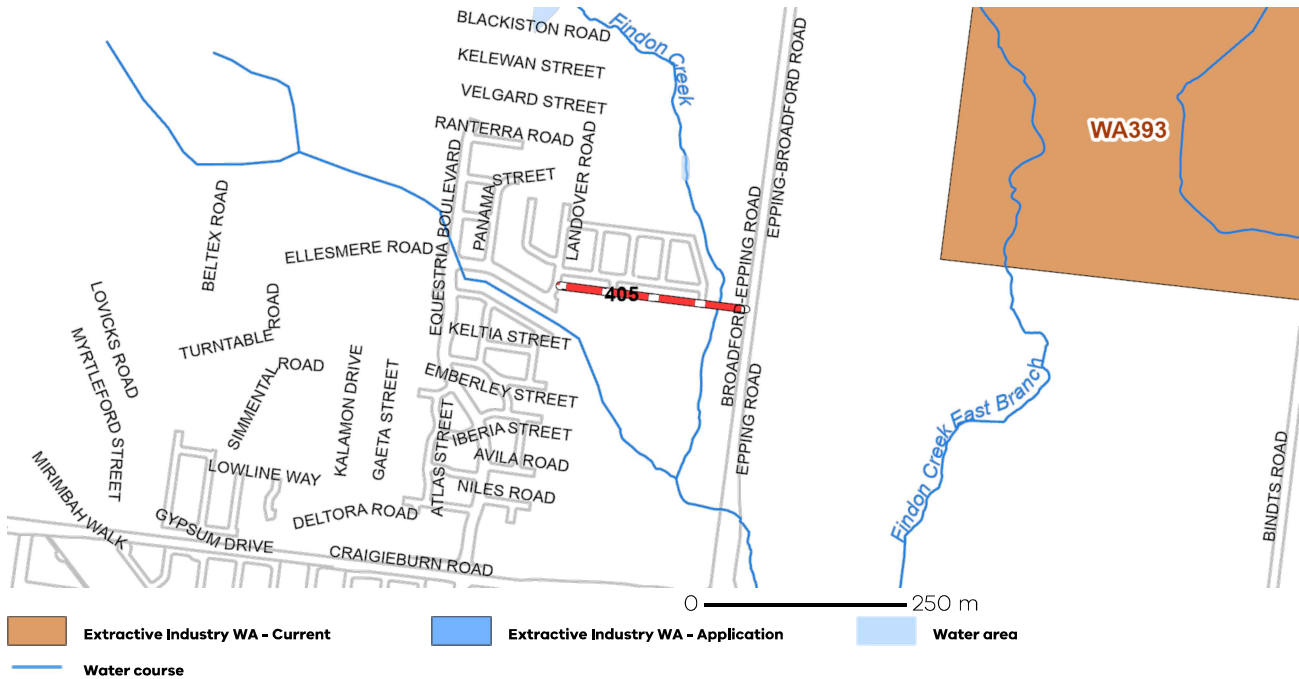
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://planning.vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the [GeoVic - Earth Resources](https://www.delo.gov.au) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).



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PERMIT NUMBER: 718154



City of Whittlesea
PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

405 EPPING ROAD, WOLLERT
LOT: 2 PS: 341902E

THE PERMIT ALLOWS:

STAGED MULTI LOT SUBDIVISION, WORKS WITHIN A LAND SUBJECT TO INUNDATION OVERLAY, REMOVAL OF DRY STONE WALLS, REMOVAL OF NATIVE VEGETATION AND REMOVAL OF DRAINAGE EASEMENT IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

CONDITIONS TO BE SATISFIED PRIOR TO CERTIFICATION OF THE PLAN OF SUBDIVISION

1. Layout not altered

The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

2. Development Sequencing

Development sequencing must be in accordance with the endorsed Subdivision Masterplan, unless otherwise agreed in writing by the Responsible Authority.

3. Functional layout plan

Before 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, to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the functional layout plan will be

Date issued: 24 August 2019

Signature for the

Responsible Authority:

A handwritten signature in black ink, appearing to be 'L. Van'.

endorsed and will then form part of the permit. Three copies of the functional layout plan must be drawn at a scale of 1:500 to acceptable drafting standards and an electronic copy (PDF) must be provided. The functional layout plan must be generally in accordance with the endorsed Subdivision Masterplan prepared by Taylors, Job no 21408, MP 7, Version B dated 16/01/19, but amended to show:

- a. a fully dimensioned subdivision layout, including proposed street names, approximate lot areas, lot numbers, open space areas, and widths of street reservations;
- b. topography and existing features, including contours for the subject land and any affected adjacent land;
- c. identification by survey of all trees (or group of trees) existing on the site, including dead trees and those that overhang the site from adjoining land;
- d. details of tree protection zones (TPZs), for all trees to be retained on site;
- e. all trees proposed for removal from the site (including dead native trees) clearly designated;
- f. typical cross-sections for each street type, dimensioning individual elements, services offsets and any other spatial requirements identified in the Wollert PSP;
- g. a table of offsets for all utility services and street trees;
- h. location and alignment of kerbs, indented parking spaces, footpaths on the subject land and between the subject land and the nearest other subdivision, shared paths on the subject land and between the subject land and the nearest other existing subdivision, bus stops and traffic controls;
- i. the proposed minor drainage network and any land required for maintenance access;
- j. the major drainage system, including any watercourse, lake, wetland, silt pond and/or piped elements showing preliminary sizing;
- k. overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
- l. drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance;
- m. preliminary location of reserves for electrical kiosks;
- n. traffic management plan showing sufficient notional (unmarked) on-street car parking spaces, at the rate of one space per lot, traffic control devices and large vehicle turning overlays.

4. Certification plan requirements

Before a plan of subdivision is certified under the *Subdivision Act 1988*, six copies of the plan including two signed heavyweight copies must be submitted to the Council, unless lodged electronically via SPEAR. 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.

5. Restriction on Plan of Subdivision

Date issued: 24 August 2019

Signature for the

Responsible Authority: 

Prior to the certification of the Plan of Subdivision, a restriction must be registered on the Plan of Subdivision for all lots, requiring that:

- a. the side wall of the first level of any dwelling on a corner lot must not be constructed:
 - i. less than 900mm from the ground level wall that faces a side street; or
 - ii. with less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.
- b. any garage on a burdened lot must not be constructed less than 5 metres from the road alignment at the front of the lot; and
- c. development of lots with a width of 10 metres or less at the lot frontage must not contain any garage other than a single garage where access is proposed from the lot frontage.
- d. No dwelling or commercial building may be constructed on any lot unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.

6. Subdivision permits that allow the creation of lot/s of less than 300 square metres

Prior to certification of the Plan of Subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the responsible authority. The plan must identify the lots that will include a restriction on title allowing the use of the provision of the *Small Lot Housing Code, August 2014* incorporated pursuant to Clause 81 of the Whittlesea Planning Scheme.

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.

7. Precinct Infrastructure Plan – Section 173 agreement

Prior to the certification of a plan of subdivision or at such other time which is agreed between Council and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:

- The implementation of the Public Infrastructure Plan approved under this permit.
- The purchase and/or reimbursement by the responsible authority of any provision of public open space in excess of the amount specified in the schedule to Clause 52.01.
- The timing of any payments to be made to the owner having regard to the availability of funds in the open space account.

8. Bushfire Management

Date issued: 24 August 2019

Signature for the

Responsible Authority: 

Before the certification of any subdivision plan, a Site Management Plan that addresses bushfire risk during, and where necessary, after construction must be submitted to and approved by the responsible authority. The plan must specify, amongst other things:

- a. The staging of development and the likely bushfire risks at each stage;
- b. An area of land between the development edge and non-urban areas consistent with the separation distances specified in AS3959-2009, where bushfire risk is managed;
- c. The measures to be undertaken by the developer to reduce the risk from fire within any surrounding rural or undeveloped landscape and protect residents and property from the threat of fire;
- d. How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

The plan must be carried out to the satisfaction of the responsible authority.

9. Kangaroo Management Plan

Before the certification of the plan of subdivision, a Kangaroo Management Plan must be approved by the Secretary to the Department of Environment, Land, Water and Planning. Once approved the plan will be endorsed by the responsible authority and form part of the permit.

The endorsed Kangaroo Management Plan must be implemented to the satisfaction of the responsible authority.

10. Road network

Prior to the certification of a plan of subdivision, the plan of subdivision must show the land affected by the widening of the road reserve which is required to provide road widening and/or right of way flaring for the ultimate design of any adjacent intersection.

Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed arterial road must be transferred to or vested in council at no cost to the acquiring agency unless funded by the incorporated *Wollert Development Contributions Plan, December 2016*.

11. Contamination Assessment

Prior to the certification of the Plan of Subdivision of any works associated with the subdivision, a contamination assessment of the entire subdivision area must be prepared by a suitably qualified and experienced person. The report must include recommendations and an implementation strategy to be undertaken by the developer in the event that any part of the subdivision (including within open space areas) is found to be contaminated in any way.

Date issued: 24 August 2019

Signature for the

Responsible Authority:



The assessment must be submitted to and approved by and to the satisfaction of the Responsible Authority.

12. Implementation of the approved Site Contamination Assessment

Prior to the Certification of any Plan of Subdivision and any works commencing on site (including, but not limited to, early works), the recommendations of the Contamination Assessment endorsed under Condition 11 of this permit are to be undertaken on site. Written confirmation from a suitably qualified professional is to be provided to the Responsible Authority to verify that these works have been completed to the satisfaction of the Responsible Authority prior to the Certification of any Plan of Subdivision and any works commencing on site.

CONDITIONS TO BE SATISFIED PRIOR TO COMMENCEMENT OF WORKS

13. Landscape Masterplan

Prior to the approval of any construction plans (engineering plans), a landscape masterplan to the satisfaction of the responsible authority for the entire subdivision must be submitted to and approved by the Responsible Authority. When approved, the landscape masterplan will be endorsed and will then form part of the permit. The landscape masterplan must be drawn to scale with dimensions and three copies must be provided. The landscape masterplan must show:

- a. the overall landscaping theme to be developed for the subdivision;
- b. the type or types of species to be used for street tree planting in the subdivision;
- c. the principles of the proposed treatment of the open space and drainage reserves.

The endorsed Landscape Masterplan must be implemented to the satisfaction of the Responsible Authority.

14. Dry Stone Walls

Prior to the commencement of works, a Dry Stone Wall Management Plan must be prepared which responds to the relevant objectives, requirements and guidelines contained within the *Wollert Precinct Structure Plan December 2016* and outlines the ongoing management of dry stone walls.

The Dry Stone Wall Management Plan must include details of the methods of deconstruction and construction of dry stone walls. The Dry Stone Wall Management Plan must be to the satisfaction of the Responsible Authority.

15. Telecommunication Services Agreement

The owner of the land must enter into an agreement with:

Date issued: 24 August 2019

Signature for the

Responsible Authority:



- 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.

16. Civil Engineering Plan, Landscape Works Plan and Site Management Plan

Before any works associated with the subdivision (or staged subdivision) commence, a detailed civil engineering plan, landscape works plan and a site management plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The civil engineering plan, landscape works plan and a site management plan will not be considered until the functional layout plan(s) for the relevant stage has been approved by the Responsible Authority, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the civil engineering plan, landscape plan and a site management plan will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must include:

- a. A civil engineering plan including:
 - i. specifications of the proposed works that are to become public assets within and outside of the subdivision as required by this permit;
 - ii. all necessary computations and supporting documentation, including a Certificate of Compliance (design) for any structure, traffic data, road safety audit and geotechnical investigation report;
 - iii. all details of works consistent with the approved functional layout plan, submitted landscape works plan and lodged plan of subdivision;
 - iv. design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt;
 - v. provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan;
 - vi. provision of public lighting and underground electricity supply within all streets;
 - vii. traffic control measures;
 - viii. provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers;

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- ix. provision of footpaths in all streets and reserves and between the subject land and the nearest other existing subdivision in accordance with the approved functional layout plan;
 - x. shared paths in accordance with the approved Development Plan within streets and reserves;
 - xi. provision of underground easement drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot;
 - xii. the location and provision of vehicle exclusion mechanisms abutting reserves;
 - xiii. details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves;
 - xiv. appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision;
 - xv. provision for the utilisation of any surplus top soil from this stage;
 - xvi. permanent survey marks;
 - xvii. unless an alternative empty conduit network is being installed that is suitable for fibre optic infrastructure and the applicant has evidence of an access agreement between the carrier putting in the conduit and the National Broadband Network Company, the provision of conduits, including pits and ancillary works for optical fibre telecommunications services or any equivalent alternative approved by the Responsible Authority and the conduit shall be designed in accordance with clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001;
 - xviii. survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones;
 - xix. details in relation to all filling on the site which must be compacted to specifications approved by the Responsible Authority;
 - xx. the relocation underground of all existing aerial services, including electricity and telecommunications assets, within streets abutting the subdivision;
 - xxi. the location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained; and
 - xxii. a separate signage and line marking plan identifying the road layout, proposed signs, line marking, RRPMS and a sign schedule.
- b. A landscape works plan including:
- i. all details of works consistent with any approved landscape masterplan;
 - ii. the removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds;

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- iii. all proposed street-tree planting using semi - advanced trees; with maximum container size of 45 litres or equivalent (larger sizes will incur additional establishment and extended maintenance obligations);
- iv. earth shaping including the supply and spread of sufficient topsoil and sub soil if required on the proposed areas of open space to provide a stable, free draining surface and hydro-seeding of proposed grass areas (including within the drainage reserve if applicable);
- v. mechanisms for the exclusion of vehicles,
- vi. all proposed open space and streetscape embellishments such as installation of pathways, park lighting, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies (including within the drainage reserve if applicable); and
- vii. hazard reduction pruning of trees to be retained, to the satisfaction of the Responsible Authority.

Where sufficient detail is shown on the endorsed landscape masterplan, to the satisfaction of the Responsible Authority, stage landscape plans may not be required.

c. A Site Management Plan which must:

- i. address occupational health and safety; traffic management, environmental controls and cultural heritage and/or dry stone wall protection measures to the satisfaction of the Responsible Authority;
- ii. be submitted to the Responsible Authority a minimum of 21 days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works;
- iii. identify any site offices, workspaces, personnel rest and amenity areas, hardstands, material laydown areas, and stockpiles.
- iv. include the proposed route for construction vehicle, equipment and machinery access to the site including a program for the upgrade and maintenance works required along this route while works are in progress;
- v. address the location of parking areas for construction and sub-contractors' vehicles, equipment and machinery on and surrounding the site, to ensure that they cause minimum disruption to surrounding properties.
- vi. include measures to reduce the impact of noise, dust and other emissions created during the construction process;
- vii. demonstrate all environmental and cultural heritage and/or dry stone wall protection measures identified on a drawing(s) drawn to scale and prepared in accordance with Melbourne Water standards for such drawings;

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- viii. provide measures to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system;
- ix. include means by which foreign material will be restricted from being deposited on public roads by vehicles, equipment and machinery associated with the building and works on the land to the satisfaction of the Responsible Authority;
- x. address any recommendations of any approved Cultural Heritage, Dry Stone Wall and Conservation Management Plans applying to the land;
- xi. identify the location and method of any Tree Protection Zones; and
- xii. ensure that all contractors working on the site must be inducted into an environmental management program for construction works.

All works must be carried out generally in accordance with the measures set out in the Site Management Plan approved by the Responsible Authority. The developer must keep the Responsible Authority informed in writing of any changes to the Site Management Plan. If in the opinion of the Responsible Authority the changes represent a significant departure from the approved Site Management Plan then an amended Site Management Plan must be submitted to and approved by the Responsible Authority.

17. Tree Protection Zones

Prior to the certification of a plan of subdivision under the *Subdivision Act 1988*, a Tree Protection Zone plan for the subdivision or stage of subdivision to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Tree Protection Zone plan will be endorsed and will then form part of the permit. The Tree Protection Zone plan must be drawn to scale with dimensions and three copies must be provided. The Tree Protection Zone plan must show:

- a. a Tree Protection Zone on a lot covering each tree marked for retention on the approved tree protection envelope plan;
- b. a Tree Protection Zone within open space and road reserves for each tree or cluster of trees marked for retention on the approved tree management plan.

The Tree Protection Zone is a shape defined by a circle, whose centre point is the centre point of the tree trunk at ground level, and whose radius is equal to half the height of the tree (or half the crown width (whichever is the greater)) plus the tree canopy plus one metre.

18. Tree Protection Zone Fencing

Before any buildings, works or demolition commence on a lot, open space and/or road reservation, each Tree Protection Zone on that lot, open space and/or road reservation must:

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- a. be fenced with temporary fencing in accordance with the attached specifications, to the satisfaction of the Responsible Authority;
- b. include a notice on the fence to the satisfaction of the Responsible Authority advising on the purpose of the Tree Protection Zone, the need to retain and maintain the temporary fencing and that fines will be imposed for removal or damage of the fencing and trees.

The Tree Protection Zone temporary fencing must be maintained until works are completed; including the construction of a dwelling if the land is a lot, to the satisfaction of the Responsible Authority or until such earlier date as is approved by the Responsible Authority in writing.

A copy of the tree protection zone(s) are to be included in any contract for the construction of the estate or for any other works which may impact upon the trees.

19. Stormwater Drainage

Any stormwater drain, temporary drainage out falls and ancillary works, required as a condition of a Melbourne Water Drainage Scheme, or that are designated to become the responsibility of the Council for maintenance, must be designed and constructed to the satisfaction of the Responsible Authority.

Before the approval of construction plans for roadworks and drainage, the designs for such works and the details of maintenance requirements (asset management and maintenance schedule) must be submitted to and approved by the Responsible Authority.

CONDITIONS TO BE SATISFIED DURING CONSTRUCTION WORKS

20. Salvage and Translocation

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, Land, Water and Planning.

21. Native vegetation removal

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

22. Trees to be Removed

- a. Wherever possible and appropriate, native trees to be removed should be retained for use in core conservation areas for habitat purposes or in open space as urban art, park furniture etc. to the satisfaction of the responsible authority. All timber less than 300mm diameter and branch/leaf material should be shredded for reuse as mulch.

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- b. Each native tree nominated for removal or pruning works shall be suitably marked prior to its removal or works commencing and an inspection arranged with an appropriate Council officer to verify that the tree marked accords with this permit.
- c. Prior to any removal or pruning works of native trees commencing, the subject tree must be inspected by an appropriate zoologist to determine the presence of any native animals living or nesting in the tree. Should any native animals be detected they must be caught and relocated to a site deemed appropriate by the zoologist.

23. Development and works in tree protection zones

No buildings or works, including loading and unloading, storage of materials, dumping of waste, vehicle access, parking or other construction activity is to occur within a tree protection zone without the written consent of and to the satisfaction of the Responsible Authority.

24. Filling of land

All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works. Before the issue of a Statement of Compliance unless otherwise agreed in writing by the responsible authority, compaction test results and a report shall be provided to the satisfaction of the Responsible Authority.

CONDITIONS TO BE SATISFIED PRIOR TO ISSUE OF A STATEMENT OF COMPLIANCE

25. Section 173 agreement

Prior to the issue of Statement of Compliance for Stage 3 of the development in accordance with the endorsed Subdivision Masterplan, the applicant is required to enter into a Section 173 agreement for development contributions applicable to Stage 4 (employment superlot), to the satisfaction of the Responsible Authority. The cost to prepare and execute the Section 173 agreement will be at the applicant's expense.

26. Habitat compensation obligations

Prior to the issue of Statement of Compliance, evidence that Biodiversity Conservation Strategy Habitat Compensation Obligations have been paid to the Department of Environment, Land, Water & Planning must be provided to the satisfaction of the Responsible Authority.

27. Public transport

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Unless otherwise agreed by Public Transport Victoria, prior to the issue of Statement of Compliance for any plan of subdivision, bus stop hard stands with direct and safe pedestrian access to a pedestrian path must be constructed:

- a. In accordance with the *Public Transport Guidelines for Land Use and Development*; and compliant with the *Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002*; and
- b. At locations approved by Public Transport Victoria, at no cost to Public Transport Victoria, and to the satisfaction of Public Transport Victoria.

28. Road and service connections

Statement of Compliance on any stage of this permit cannot be granted unless all required road connections and services from the adjoining site to the west at 45 Boundary Road, Wollert and 50 Craigieburn Road, Wollert are completed to the satisfaction of the Responsible Authority.

29. Connection to Telecommunication Services

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

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

30. Tree Protection Zones – Section 173 Agreement

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the *Planning and Environment Act 1987* which requires that the following issues/matters are addressed as specific requirements on the titles of individual allotments containing trees to be retained:

- a. Plan containing scaled tree protection zone and development envelope for each allotment.
- b. No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection zones.
- c. Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any

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conditions/requirements thereof approved under this permit, unless written consent is obtained from the Responsible Authority to vary the Plan.

- d. No trees shown for retention shall be removed, lopped or destroyed without approval of the responsible authority.
- e. In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection zone. Prior to re-instatement the entire tree including roots must be removed from the site.
- f. Any tree that is removed from the site must be made available for use by the responsible authority within the local area for habitat or public art purposes.
- g. Any tree that is removed or destroyed will be subject to the appropriate offset requirements as specified in the *Whittlesea Planning Scheme* and/or relevant state government requirements/legislation applicable at the time relating to offset requirements.
- h. No further subdivision of the allotments with the exception of minor boundary realignments subject to the approval of the Responsible Authority.

The costs for preparation and execution of the agreement shall be borne by the permit holder.

31. Development and Open Space contributions

Prior to the issue of a Statement of Compliance for any stage of the subdivision, development and open space contributions must be paid to the Responsible Authority in accordance with the approved Wollert Development Contributions Plan and Clauses 45.06 and 53.01 of the Whittlesea Planning Scheme, unless otherwise agreed to in writing by the Responsible Authority.

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32. Statement of compliance with deferment of engineering works

Prior to the issue of a Statement of Compliance for any stage or by such later date as is approved by the responsible authority in writing, the applicant may seek, to the satisfaction of the Responsible Authority, the issue of the Statement of Compliance but with deferment of completion of specified civil construction works shown on the endorsed construction plans and all or part of landscape construction works shown on the endorsed plans, provided the following requirements have been met:

32.1 Civil Works

- a. all relevant referral authorities have consented to the issue of a Statement of Compliance;
- b. civil construction works have been completed except for the wearing course asphalt works, the landscaping component of the works and any other minor works as agreed with the responsible authority;
- c. an amount equivalent to 150% the agreed estimated cost of outstanding civil construction works will be required by the responsible authority as security deposit;
- d. a works program is provided setting out the proposed timing of all outstanding construction works;
- e. a site safety plan that ensures continuous public safety measures are maintained until completion of the deferred works.

Upon completion of the deferred civil construction works the applicant must notify the responsible authority to enable its inspection. If the works have been completed to its satisfaction, the Responsible Authority must refund fully the security deposit.

32.2 Landscape Works

- a. An amount equivalent to 150% of the agreed estimated cost of outstanding streetscape / landscape construction plus an agreed amount for the maintenance works will be required by the Responsible Authority as security deposit.
- b. A works program is provided setting out the proposed timing of all outstanding landscape construction works. Works must commence within 12 months of issue of Statement of Compliance for the given stage of the subdivision and must be completed prior to occupancy of any new dwelling within the given stage.

Upon completion of the deferred landscaping construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the deferred landscaping, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the

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maintenance period. If the works have been completed to its satisfaction, the responsible authority must refund fully the security deposit.

33. Fences adjoining reserves

Before Statement of Compliance is issued for any given stage, all fences adjoining all reserves (including walkway extensions of road reserves but otherwise excluding road reserves) are to be erected by the developer (or owner) at no cost to Council.

34. Foreign Resident Capital Gains Withholding Certificate

Prior to the issue of a Statement of Compliance for any stage of the subdivision, the permit holder must provide a valid Foreign Resident Capital Gains Withholding Certificate and a current copy of Title for the entire land. The name on the Foreign Resident Capital Gains Withholding Certificate must match the name on Title.

CONDITIONS TO BE SATISFIED FOLLOWING CONSTRUCTION WORKS

35. Notification of commencement of street tree planting and landscaping works

The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken. At this time, the developer must provide written advice to Council from a suitably qualified and experienced arborist confirming that the tree stock to be installed within the stage has been inspected and is healthy, free of root girdling, fit for purpose and meets all standards and benchmarks contained within AS 2303:2005 – Tree Stock for Landscape Use.

36. Completion of landscape works

Before occupation of the development commences or by such later date as is approved by the Responsible Authority in writing, the landscape works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority. Upon completion of the landscape construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the landscaping in accordance with the endorsed plan, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the maintenance period.

37. Landscape Maintenance

- a. All landscaping (except for grass in nature strips of streets abutting private property) shown on the approved stage landscape plans, must be maintained to the satisfaction of the responsible authority for a minimum period of 18 months ending on 31 May of the given year from the date of issue of a Certificate of Practical Completion of landscaping, including that any dead, diseased or damaged plants are to be replaced, bare areas of grass are re-established, mulched surfaces reinstated, damaged

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or faulty infrastructure repaired or replaced etc. Rectification works must not be deferred until the completion of the maintenance period.

- b. To ensure all assets as identified in the approved stage landscape plans are retained in a safe and functional state and to prolong functional life of the asset, landscape works shall be maintained in accordance with Council's Minimum Landscape Maintenance Specification of Services and Works (May 2010).
- c. Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the responsible authority to undertake an inspection prior to the issue of the Certificate of Final Completion.

38. As Constructed Engineering Plans

City of Whittlesea requires As Constructed data from Consultants/Developers for newly built assets as per A-Spec (specifications to maintain Asset Registers).

Asset information must be projected to GDA94 in digital format to include D-Spec (drainage data), R-Spec (road data) and O-Spec (open space data) as per "A-Spec" specifications.

38.1 Civil Works

Prior to Council's consent to Practical Completion, the following must be submitted to the satisfaction of the Responsible Authority:

- a. a complete set of 'as constructed plans' of site works (amended if necessary to show any changes that may have occurred during construction), which include Civil, electrical and telecommunication works, in digital file format AutoCAD (recent version) and PDF. The digital files must have a naming convention (Subdivision name_Stage) to enable identification of Council assets listed and should be projected to GDA94-MGA Zone 55.
- b. a list of asset quantities which include the following Council assets:
 - i. total length of Roads, Footpath, Kerb and Channel,
 - ii. total number of Bridges, WSUD features, Traffic calming devices,
 - iii. total length of pipe and number of pits for Drainage and Telecommunications,
 - iv. total number of streetlights, and
 - v. Total number of road reserve assets.
- c. asset information must include D-Spec (drainage data) and R-Spec (road data) as per "A-Spec" specifications (the Consultant/Developer Specifications for the delivery of digital data to Local Governments) in ESRI Shape Files (preferred format) or MapInfo with attributions. All GIS

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and CAD data submitted must be in Map Grid Australia Zone 55 projection and referenced to Geocentric Datum of Australia (GDA) 1994.

Please refer to website for detailed A-Spec Standards: <http://www.a-specstandards.com.au/>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

38.2 Landscape Works

Within 21 days of the issue of Certificate of Practical Completion for landscaping, the following “As Constructed” drawings and digital information must be submitted to Council by the Developer/Consultant:

- a. Landscape Architectural Drawings in the following format:
 - i. One (1x) PDF images of “As-Constructed” plans, and
 - ii. One (1x) DXF (preferred format) or DWG files (recent version) including attribution, at 1:1 scale, on MGA94 Zone 55 Grid Co-ordinates, stored on compact disk(s) or sent by email (preferred).
- b. “As Constructed detail” of the works as digital data for the Open Space assets information component of the subdivision, in accordance with the current version of O-SPEC. The preferred format is:
 - i. GIS Format (refer to O-SPEC for further information). – ESRI Shape files (preferred format) with attributions.
 - ii. Horizontal Datum – GDA94 on MGA94 Zone 55 Grid Co-ordinates
Vertical Datum – AHD.
 - iii. Referenced to existing PSM Survey marks where available.

Please refer to the following website for detailed O-Spec Standards: <http://www.a-specstandards.com.au/o-spec>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

39. Removal of top soil

No top soil is to be removed from land covered by the subdivision without the written consent of the Responsible Authority.

40. Amenity

The amenity of the area must not be detrimentally affected as part of any development works by the use or development through the:

- a. Transport of materials, goods or commodities to and from the land;
- b. Appearance of any building, works or materials; or

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- c. Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

41. Reticulated Services

Reticulated water, drainage, sewerage and electricity reticulation underground must be available to each lot shown on the endorsed plans before any lot can be used for houses.

42. Time Limit

This permit will expire if:

- a. The plan of subdivision for the first stage is not certified within 2 years of the date of this permit; or
- b. The plan of subdivision for any subsequent stage of the subdivision is not certified within 2 years of the date of the certification of the previous stage of the subdivision.
- c. The registration of any stage of the subdivision is not completed within 5 years of the date of certification of the plans of subdivision.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

REFERRAL AUTHORITY CONDITIONS MELBOURNE WATER

- 43. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- 44. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- 45. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 46. Stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.
- 47. Prior to the issue of a Statement of Compliance for the subdivision, engineering plans of the subdivision (in electronic format) must be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.

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48. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
49. Prior to Certification of any Plan of Subdivision associated with the application, a stormwater management strategy including associated modelling must be submitted and accepted by Melbourne Water and Whittlesea Council. The strategy must demonstrate the following:
 - The proposed alignment for any 1 in 5 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event;
 - That the lot and road layout adequately accommodate the conveyance of external overland flows through the subdivision compliant with Melbourne Water's flood safety criteria. The current layout and/or number of lots may need to change in order to meet this requirement.
 - The details of the outfall/s for the development and calculations of the appropriate flow volumes and flood levels for the 100-year ARI storm event within the property;
 - Stormwater Quality Treatment Assets are designed to comply with Melbourne Water and/or Councils Standards, Guidelines and Manuals.
50. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
51. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.
52. 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 outlined within Melbourne Water's Land Development Manual (website).
53. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
54. The developer is to negotiate with any downstream landowners to obtain a free draining outfall through their property. Approval is to be forwarded to Melbourne Water for our records prior to construction commencing.
55. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).

APT O&M SERVICES

56. Easements in favour of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
57. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the *Subdivision Act 1988*.

AUSNET ELECTRICITY SERVICES

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58. The Plan of Subdivision submitted for certification must be referred to AUSNET ELECTRICITY SERVICES PTY LTD in accordance with Section 8 of the *Subdivision Act 1988*.
59. The applicant must –
- a. Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
 - b. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
 - c. Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
 - d. Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of “Power Line” in the favour of “AUSNET ELECTRICITY SERVICES PTY LTD” pursuant to Section 88 of the *Electricity Industry Act 2000*, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
 - e. Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.
 - f. Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
 - g. Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
 - h. Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the *Transfer of Land Act* prior to the registration of the plan of subdivision.
 - i. Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
 - j. Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators

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must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.

- k. Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

YARRA VALLEY WATER

60. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water services.
61. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of recycled water services.
62. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services.

ENVIRONMENTAL PROTECTION AUTHORITY VICTORIA

63. Construction and post-construction activities must implement construction techniques for sediment pollution control to protect the stormwater system and natural waterways.

NOTES:

Operation of Commonwealth Environmental Laws

The land proposed for development is located in the growth corridors that is subject to an approval under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) that was issued by the Commonwealth Minister for Environment, Heritage and Water on 5 September 2013. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the Biodiversity Conservation Strategy for Melbourne's Growth Corridors (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060.

The approval is subject to conditions specified at Annexure 1 of the approval. Provided the permit holder satisfies the conditions of the EPBC Act approval, an individual assessment and approval under the EPBC Act is not required. This includes the payment of habitat compensation fees to the Department of Environment, Land, Water and Planning and the restriction of urban development in conservation areas designated for the protection of biodiversity values. The habitat compensation obligations for land parcels located in the MSA program area can be estimated using DELWP's online tool, the Native Vegetation Information Management (NVIM) system, available at <https://nvim.delwp.vic.gov.au/BCS>. This tool must also be used to register your project via NVIM's case management system that will be used to process all habitat compensation applications.

Date issued: 24 August 2019

Signature for the

Responsible Authority:



Public Lighting

Before the preparation of construction plans for street lighting can be completed Council approval to the type and colour of poles and lanterns will be required.

Street Numbering

Property Numbers will be allocated by the City of Whittlesea in accordance with Council's Street Numbering Policy. Please do not give potential buyers any interim numbering as this often leads to confusion and problems once the correct number is issued. Please check with Council's Subdivision Department or GIS Department to verify all street numberings before commencement of any advertising for sale or lease.

CFA – Hydrants

CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au)

AusNet Electricity Services

It is recommended that, at an early date the applicant commences negotiations with AUSNET ELECTRICITY SERVICES PTY LTD for a supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay (the release to the municipality enabling a Statement of Compliance with the conditions to be issued).

Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.

Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

If you require any further information in relation to the above, please contact Andrew Webber on 9237 4447 at the Lilydale Office.

Cultural Heritage Management Plan

Development must at all times comply with the recommendations of the Cultural Heritage Management Plan 15987 prepared by Ecology & Heritage Partners (22 July 2019) and approved by the Wurundjeri Woi-wurrung Cultural Heritage Aboriginal Corporation.

Public Lighting Note

Before the preparation of construction plans for street lighting can be completed Council approval to the type and colour of poles and lanterns will be required.

Tree protection zone requirements

Date issued: 24 August 2019

Signature for the

Responsible Authority: 

A consulting arborist must be employed to supervise works which may impact upon trees marked for retention on the approved plan.

The consulting arborist must conduct an induction of all personnel involved in construction that may impact on tree protection zones.

Any works within the tree protection zone should be completed or supervised by the consulting arborist.

The area inside the tree protection zone should, where considered relevant by the consulting arborist, be modified in the following manner to enhance the growing environment of the tree and to help reduce stress or damage to the tree:

- the area within the tree protection zone may require mulch with wood chips or compost matter to a depth of 150 millimetres.
- trees may require supplementary watering, with the amount to be assessed by the consulting arborist and determined by the extent of disturbance to the trees roots and climatic conditions.
- where severing of roots (greater than 50 millimetres in diameter) is required directly adjacent to the exclusion zone they must be cut cleanly. Where possible this is to be completed at the beginning of development of the site. Roots are not to be left exposed, but back-filled or covered with damp hessian.

The storing or disposing of chemicals or toxic materials must not be undertaken within 10 metres of any tree protection zone. Where the slope of the land suggests these materials may drain towards a tree protection zone, the storing or disposing of these materials is strictly forbidden.

Tree protection envelope fencing is to be constructed to the following requirements:

- Ring lock wire mesh (or equivalent) no less than 1.2 metres high.
- Main posts 100mm treated pine (TP).
- Intermediate posts steel star pickets (SP).
- The corner posts are to be TP with TP stays.
- Every third post is to be TP.
- SP to be placed intermediately between the TP at 3m intervals.
- The ring lock mesh to encircle the structure and be firmly secured at each post.
- Posts must be sunk into the ground by 450mm (there is to be no concrete to secure posts as this may affect p.H. levels).
- The tree protection zone is to be clearly sign posted in accordance with the condition titled Tree Protection Zone fencing.

With the agreement of the responsible authority, tree protection zone fencing may not be provided where permanent reserve fencing is introduced prior to construction. The specification of the permanent fencing must be to the satisfaction of the Responsible Authority.

Date issued: 24 August 2019

Signature for the

Responsible Authority: 

Street Numbering Note:

Property Numbers will be allocated by the City of Whittlesea in accordance with Council's Street Numbering Policy. Please do not give potential buyers any interim numbering as this often leads to confusion and problems once the correct number is issued. Please check with Council's Subdivision Department or GIS Department to verify all street numberings before commencement of any advertising for sale or lease.

Date issued: 24 August 2019

Signature for the

Responsible Authority: 

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

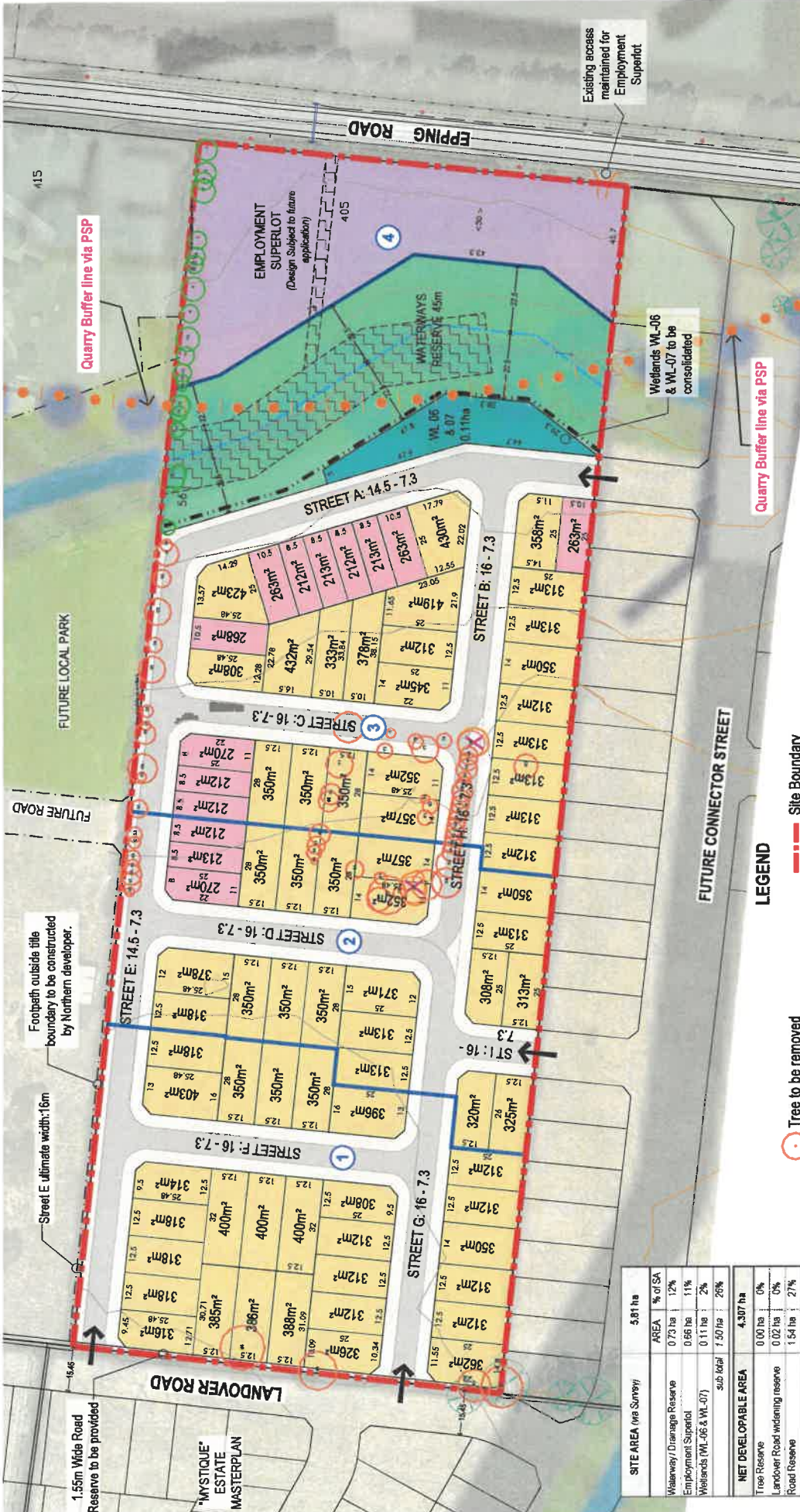
- * from the date specified in the permit, or
- * if no date is specified, from
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the 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 five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the 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 the 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 the land or the development and use of the 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 of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An appeal 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 appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- * An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- * The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.



PLAN NOTES

- Plan is subject to Council approval.
- SOURCE DATA**
 - Topographic information is supplied by Topcon Survey 21/08/2019_V2
 - Subject site boundary defined from: Topcon Survey 21/08/2019_V2
 - Tree locations & species is supplied cad from: Topcon Survey 21/08/2019_V2
 - MyStique estate design No. 20197_concept_Layers 20181114.dwg
- ASSUMPTIONS**
 - Access to the site will be provided by external connections
 - Local road widths are as shown
 - Local road widths are as shown
 - Wetlands managed with special care
 - Tree 59 with creek environs and to be retained via detailed design and approved by relevant authorities.
 - Trees 48 & 59 are special trees, and to be removed.
 - Lot adjoining western boundary require access via adjoining design.
 - Wetland WL-06 & WL-07 to be Consolidated.

PLANNING & ENVIRONMENT ACT 1987
WHITILESEA PLANNING SCHEME
 Planning Permit No: 718154
 Sheet 1 of 1 Date: 24/08/2019

LEGEND

- Tree to be removed (Red circle with X)
- Tree to be retained (*) (Green circle with X)
- PSP Tree 56 to be retained (*) (Green circle with X)
- 2x PSP Pine trees, to be removed. (Red X)
- Tree outside of subject site (Green circle)
- Site Boundary (Red dashed line)
- Road connection (Black arrow)
- Easement to be removed (Red dashed line with X)
- Staging (Blue dashed line)
- Shared Path (Black dashed line)
- Quarry Buffer (Red dotted line)

(*) Trees retained only subject to detailed design and approval.
 Tree numbering via TreeMap report.

SITE AREA (via Survey)		5.81 ha	AREA	% of SA
Waterway/Drainage Reserve	0.73 ha	12%		
Employment Superlot	0.66 ha	11%		
Wetlands (WL-06 & WL-07)	0.11 ha	2%		
sub total	1.50 ha	26%		
NET DEVELOPABLE AREA		4.307 ha		
Tree Reserve	0.00 ha	0%		
Landover Road widening reserve	0.02 ha	0%		
Road Reserve	1.54 ha	27%		
Residential Lot Area	2.74 ha	47%		
sub total	4.307 ha	74%		
RESIDENTIAL LOT YIELD (excluding employment)				
Yield	84			
Average	326 m ²			
Density	19.5 / ha (incl NDA)			
Range (min - max)	212 m ² - 432 m ²			
Lot Schedule by Area				
0 - 299m ² (SLHC)	14	17%		
300m ² - 399m ²	62	74%		
400m ² - 499m ²	6	10%		
total	84	100%		

Terms and Conditions apply

\$30

Hard Waste







Green Waste

































 Wollert Epping Developments PL
 Level 2
 117 McLachlan Street
 FORTITUDE VALLEY QLD 4006

 I074461
 R16_9

Issue Date 25/08/2023
Assessment Number
1178607

 For emailed notices register at
whittlesea.enotices.com.au
 Reference No: C5C2A2579Z

Property Details 405 Epping Road WOLLERT VIC 3750

LOT 1 PS 970814D

Owner : Wollert Epping Developments PL

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$8,100,000	\$8,100,000	\$405,000

Level of value date 01/01/2023 **Valuation operative date** 01/07/2023

AVPCC 102.3 Subdivisional Land (In globo Potential)

Rates and Charges
Council Charges

General rate 405,000 x 0.04724460 \$19,134.06

State Government Charges

Fire services charge (Res) 1 x 125.00 \$125.00

Fire services levy (Res) 8,100,000 x 0.00004600 \$372.60

Waste Landfill Levy General 1 x 0.00004600 \$13.90

Total **\$19,645.56**

Payments received after 15 August 2023 may not be included on this notice

INSTALMENT 1

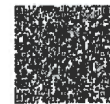
 * **\$4,912.56**
 Due By 30/09/2023

INSTALMENT 2
\$4,911.00
 Due By 30/11/2023

INSTALMENT 3
\$4,911.00
 Due By 28/02/2024

INSTALMENT 4
\$4,911.00
 Due By 31/05/2024

***If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

LUMP SUM
\$19,645.56
 Due By 15/02/2024


Scan here to pay


Bank Account
Where to pay
www.whittlesea.vic.gov.au

Biller Code: 5157
Ref: 1178607

 BPAY™ this payment via internet or phone banking.
 BPAY View™ - View and pay this bill using internet banking
 BPAY View Registration No.: 1178607

Billpay Code: 0350
Ref: 11786077

 Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
 Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

Phone 1300 301 185

Council Offices

 Hours - 8.30am to 5.00 pm Mon. to Fri.
 (except public holidays).


*350 11786077



*350 11786077



PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.

Instalments – The four instalments and due dates are shown on the front of this notice. Payment of the first instalment must be received by 30 September 2023 to be on this schedule. Reminders will be issued for the second, third and fourth instalments.

Lump sum – A single lump sum payment due on or before 15 February 2024. This is the total amount for the financial year as shown on the front of this notice.

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

INTEREST ON LATE PAYMENTS

Rates and charges not paid on or before the relevant due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

FIRE SERVICES PROPERTY LEVY

Council must collect the Fire Services Property Levy. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

OBJECTION TO THE VALUATION

The values shown on this notice were assessed as at 1 January 2023 by the Valuer General Victoria. Objections to Council's valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

FINANCIAL HARDSHIP

If you are struggling to pay your rates due to financial hardship, submit an enquiry form for consideration under our financial hardship policy at whittlesea.vic.gov.au/about-us/rates/late-rates-payments/

ARRANGEMENTS

To apply for a payment plan or extension, email your request to arrangements@whittlesea.vic.gov.au and include the assessment number and proposed plan (amount, frequency and start date).

FARM LAND AND SINGLE FARMING ENTERPRISE

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au.

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

OBJECTION TO A RATE OR CHARGE

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 30 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

ALLOCATION OF PAYMENTS

All payments will be credited in the following order: Legal costs, interest charges, overdue rates and charges, current year rates and charges

CHANGE OF NAME/ADDRESS

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

PRIVACY STATEMENT

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

WASTE VOUCHERS

Vouchers are not transferable or for commercial use – the home owner must be present when using vouchers. Photo ID may be requested when presenting vouchers.

DATE RATES DECLARED

27 June 2023

COUNCIL OFFICES AND CONTACT INFORMATION

Civic Centre Office - 25 Ferres Boulevard, South Morang VIC 3752
Whittlesea Hub - 63 Church Street, Whittlesea Vic 3757

Locked Bag 1
BUNDOORA MDC VIC 3083

Email: info@whittlesea.vic.gov.au

Phone: (03) 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Differential Rates Calculated on Net Annual Value

Differential Type	Rate in the Dollar	Differential for this Assessment
General	0.04724460	\$19,134.06
Farm*	0.02834676	\$11,480.44

* Eligible ratepayers can apply for farm rate. Please see Council's website for the application form.

PAYMENT – INSTALMENTS / LUMP SUM

City of Whittlesea's rates and charges for 2023/24 are payable by four instalments or an annual lump sum.



Direct Debit Authorisation Form

Applications close 15 September 2023

Please select one

New applicant
 Updating details
 Cancellation request

Applicant Details

Name	Property address	Phone
Assessment number	Mailing address	Email

Payment Cycle (Select one of the available options. Note, there is no fortnightly option).

<input type="checkbox"/> Monthly (9 payments) 30 September 2023 28 February 2024 31 October 2023 31 March 2024 30 November 2023 30 April 2024 31 December 2023 31 May 2024 31 January 2024	<input type="checkbox"/> Quarterly (4 payments) 30 September 2023 30 November 2023 28 February 2024 31 May 2024	<input type="checkbox"/> Lump sum 15 February 2024
--	--	--

Bank account details

BSB	Account number	Bank
Account name		Account holder signature/s

Authority

I/We have read and agree with the conditions below as well as the service agreement on the back of this application and I/We authorise the City of Whittlesea to debit the nominated bank account in accordance with this application.

Signature/s	Date
-------------	------

Conditions

City of Whittlesea will:

- Reserve the right to refuse this application if the rate account is overdue
- Debit your nominated account on each of the set dates (or the next business day if it falls on a weekend or public holiday) and won't negotiate additional payment dates
- Charge a **processing fee** of \$36.65 (inc. GST) to your rates account on the following business day if the entire set amount is not available for debit on the set date
- Not debit a lesser amount than is due on a set date
- Not cancel a direct debit authority unless requested in writing
- Cancel this direct debit authority in the event of two payment dishonours in a rating year
- Confirm in writing when a direct debit authority has been cancelled

Note: If choosing the monthly direct debit option, each instalment will be equal to your total annual rates divided by 9. You can calculate this by referring to your 2023/24 annual rates and charges notice.



SERVICE AGREEMENT

Direct Debit Authority

This service agreement outlines your responsibilities and rights and the City of Whittlesea (Council) commitment to you in respect of the direct debit authority that you are approving.

How will it work?

Upon choosing your payment cycle and returning this completed application to Council, it is your responsibility to ensure that your bank account can accept debits (your bank can confirm this) and that on a set date there are sufficient funds to be debited.

After processing your completed direct debit application, you will receive a written confirmation via email or post.

If you change your mind and wish to cancel the direct debit authority prior to the first set payment, this must be done in writing at least seven days prior. Otherwise, a processing fee of \$36.65 (including GST) will be charged to the rate account. Council will then confirm the cancellation in writing.

Please note: Council will not negotiate additional payment dates to those displayed on this application or attempt to debit an amount that is less than a set amount of your chosen payment cycle.

Dishonoured payment as advised by your bank

If Council is unable to debit your bank account for a set amount, Council will charge a processing fee of \$36.65 (including GST) to the rate account on the following business day.

Please note, a processing fee will also apply if you advise Council to stop an individual debit and do not pay the entire amount by the set date via another payment method.

Council will cancel the direct debit authority in the event of two dishonours in a rating year. A rating year is equivalent to a financial year. We will communicate in writing of a cancellation that is initiated by Council.

What if the nominated bank account has been closed or transferred?

Please notify Council seven days prior to the set date of deduction with the new bank account details to ensure Council does not attempt to debit an incorrect bank account.

Does the direct debit authority cease at the end of the rating year?

The direct debit authority will continue indefinitely unless you request the cancellation in writing. This means every rating year your rates will continue to be paid by direct debit from the nominated bank account. In each rating year Council will confirm the set amounts and set dates in writing. Importantly, you must ensure that the details we hold for the direct debit authority remain valid.

How secure are my bank account details?

The signed direct debit authority containing your bank account details are confidential and kept in locked and secure storage at the Council offices. Applications are destroyed after an authority is cancelled.

Enquiries

Please direct all enquiries to Council on (03) 9217 2170 rather than to your bank. All communication addressed to Council should include the assessment number shown on the front of the rates notice.

Disputes

If you believe that Council has incorrectly debited your bank account, please contact Council on (03) 9217 2170. The matter will be attended to immediately and every attempt will be made to resolve the dispute within seven days. A refund will be processed if Council is unable to substantiate the entire amount that was debited.

It is your right to cancel a direct debit authority

A request to cancel an existing direct debit authority can be made at any time in writing.

Your quarterly bill



Emailed to: renus@cfmgcapital.com.au
WOLLERT EPPING DEVELOPMENTS PTY LTD
UNIT LEVEL 2/117 MCLACHLAN ST
FORTITUDE VALLEY QLD 4006

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 66 5657 8737
Invoice number 6655 6414 76549
Issue date 3 Jul 2023
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$29.70

Due date
24 Jul 2023

Summary

405 EPPING RD, WOLLERT

Property Number 1236 058, PS 341902

Product/Service	Amount
Yarra Valley Water Total	\$0.00
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.70
TOTAL (GST does not apply)	\$29.70

Payment summary

Last Account	\$27.34
Paid/Adjusted	-\$27.34
Balance	\$0.00
Total this Account	+\$29.70
Total Balance	\$29.70

No water usage has been charged on this account.



How to pay



*3042 665564147654 9



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: **555 054 118T**



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **665681661**



Credit card

Online: yvw.com.au/paying
Phone: **1300 362 332**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Billor code: **3042**
Ref: **6655 6414 76549**



BPAY®

Billor code: **344366**
Ref: **665 6578 7375**

WOLLERT EPPING DEVELOPMENTS PTY LTD

Account number 66 5657 8737
Invoice number 6655 6414 76549
Total due **\$29.70**
Due date **24 Jul 2023**
Amount paid \$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your charges explained

→ **Other authority charges**

Waterways and drainage charge

1 July 2023 - 30 September 2023

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

 Enquiries	1300 304 688	For language assistance
Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
 enquiry@yvw.com.au		廣東話 1300 921 362
 yvw.com.au		Ελληνικά 1300 931 364
 TTY Voice Calls	133 677	普通话 1300 927 363
 Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

N/A

2023 Land Tax Assessment Notice



7052210067016003512

U04

WOLLERT EPPING DEVELOPMENTS PTY LTD
LEVEL 2
117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006



CUSTOMER NUMBER QUOTE IF YOU CONTACT US	107949702
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	59087271
ISSUE DATE	10 FEB 2023
TOTAL PAYABLE	\$150,375.00
INTEREST IS CHARGED ON LATE PAYMENTS	

TWO WAYS TO PAY

1 IN FULL

PAY BY 23 JUN 2023

2 INSTALMENTS

SET UP BY 10 MAR 2023

Instalments are **ONLY** payable via the online system, **AutoPay**.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR INSTALMENTS (EQUAL AMOUNTS)	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS
--	------------------------	----------------------------

sro.vic.gov.au/autopay

Visit My Land Tax

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtaxregister

Paul Broderick
Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

Billers Code: 5249
REF: 59087271

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 107949702
REF: 59087271

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay **\$150,375.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

***382 400 0059087271 5**

Summary of assessment

Assessment number: 59087271

Period of assessment: 1 January 2023 to 31 December 2023

Land tax applies to land you owned on 31 December 2022.

2023 calculation

Total taxable value	\$7,800,000.00
Tax calculation	\$150,375.00
2023 tax payable	\$150,375.00

For land tax rates, visit sro.vic.gov.au/landtaxrate

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

sro.vic.gov.au/valueobjection

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment.

An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

sro.vic.gov.au/landtax | Phone 13 21 61 DURING BUSINESS HOURS (AEST)



Statement of lands for period 1 January 2023 to 31 December 2023

Assessment number: 59087271

Level of value date: 1 January 2022

Lands owned as at midnight 31 December 2022 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	405 EPPING RD, WOLLERT, 3750 WHITTLESEA	025575886 2 S341902 1 T970814	\$150,375.00	\$150,375.00	\$7,800,000
Total taxable value					\$7,800,000

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/assessment.

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†]SINGLE HOLDING TAX

This is the amount of tax you would pay on the one property.

^{††}PROPORTIONAL TAX

This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.



7052210067016003512

U04

WOLLERT EPPING DEVELOPMENTS PTY LTD
LEVEL 2
117 MCLACHLAN STREET
FORTITUDE VALLEY QLD 4006



Has your land tax increased?

Most land tax customers will see an increase on their assessment notice this year. If your land tax liability has increased, here are some reasons why:



YOUR CIRCUMSTANCES

A change in circumstance can affect your land tax liability. You may have acquired land in 2022 which increased the site value of your existing taxable land to equal or exceed the \$300,000 tax-free threshold.

You may have moved out of your Principal Place of Residence (PPR) but still own the property, and this property is now taxable. It is important to check your PPR and Primary Production Land (PPL) exemptions are correct (if applicable).

Viewing or updating your details is easy. Simply register for our secure online portal, My Land Tax, at sro.vic.gov.au/mylandtax



PROPERTY VALUATIONS

Under legislation, land tax is calculated using the previous year's valuations. This means property valuations on your 2023 land tax assessment were determined by the Valuer-General as at 1 January 2022.

At that time, the mean house price in Victoria had risen by approximately 21% (when compared to the 1 January 2021 valuation).

Property valuations determined as at 1 January 2023 (which may be less than what is listed on your 2023 land tax assessment) will be used to calculate your land tax liability in 2024.



TOTAL TAXABLE VALUE

Land tax is calculated annually using the total site value of all the taxable land you owned in Victoria at midnight on 31 December 2022, including investment properties and holiday houses.

If the total site value of your taxable land has increased, you may find you now fall into a higher tax rate.

To view current land tax rates, visit sro.vic.gov.au/landtaxrate

Yours sincerely

Paul Broderick Commissioner of State Revenue

ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

JMH Legal Consulting Pty Ltd

CERTIFICATE NO:
31910397

PROPERTY ADDRESS:
405 EPPING ROAD WOLLERT

PARCEL DESCRIPTION:
Lot 2 PS341902E

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



Ainsley Thompson
Business Support Officer (Certificates)

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation dated 20 May 2019)

DATED: 19 June 2019

Note: This Certificate is valid at the date of issue.



HISTORIC MINING ACTIVITY Form No. 692

19 June, 2019

Property Information:

Address: 405 EPPING ROAD WOLLERT 3750

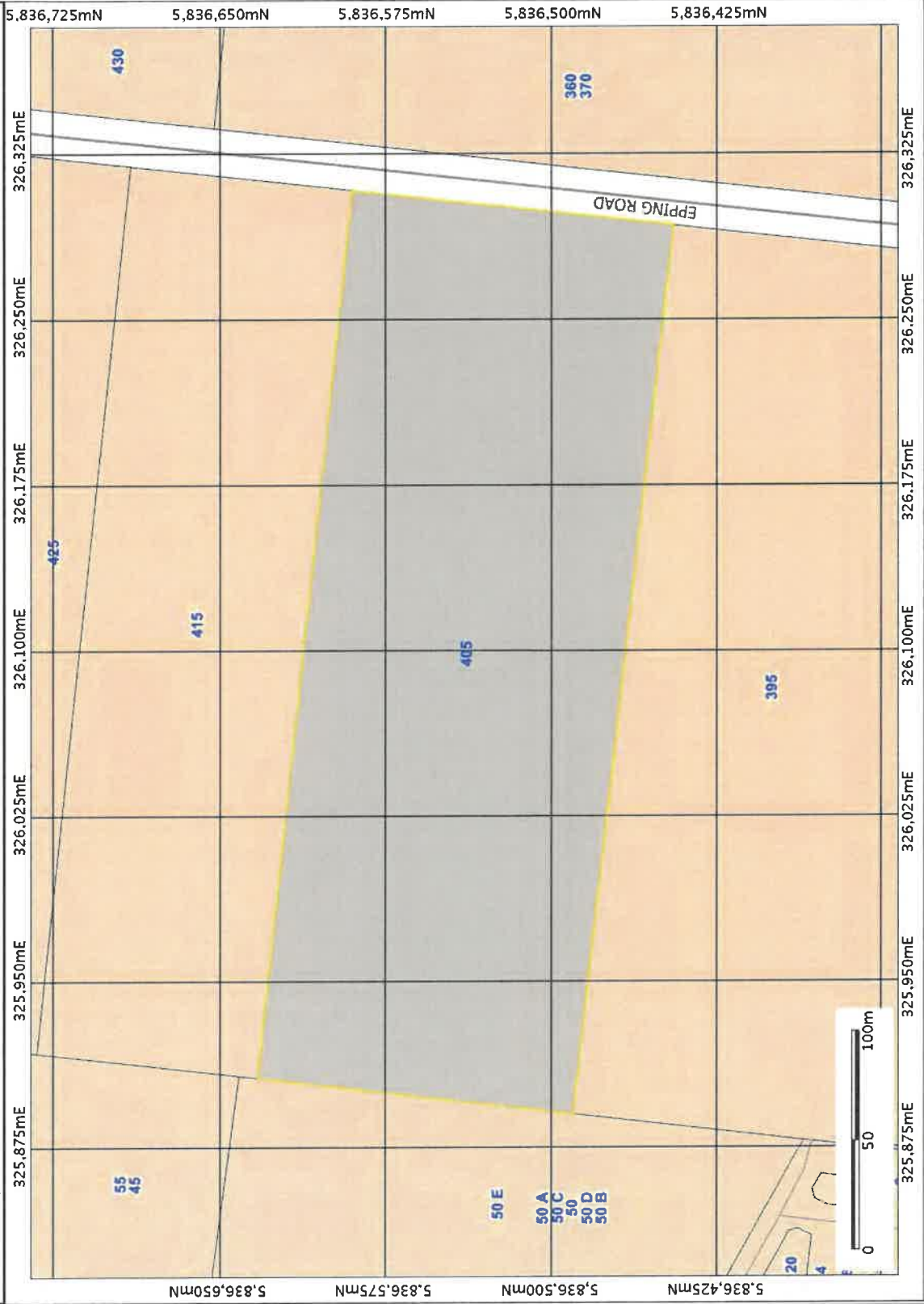
It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Jobs, Precincts and Regions
E-mail: erd_info@ecodev.vic.gov.au



Legend

- Towns (25K)**
- Roads (vmtrans)**
 - Freeway
 - Highway
 - Main Road
 - Other
- Victoria Boundary (25K)**
- Boundary**
- Coastline**
- Property - Address**



Disclaimer: This map is a snapshot generated from Victoria Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

Map Scale: 1:2,500
Projection: MGA 55



Extract of EPA Priority Site Register

Page 1 of 1



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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 405 EPPING ROAD

SUBURB: WOLLERT

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 389 Reference B10
Melways 40th Edition, Street Directory, Map 389 Reference C10

DATE OF SEARCH: 19th June 2019

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a
Pollution Abatement Notice pursuant to section 31A or 31B
of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

[Extract of Priority Sites Register] # 31910397 - 31910397112322
'354388'



ACACIA

VILLAGE

DESIGN GUIDELINES

APPLICATION SUBMISSION

All applications are to be sent to PO Box 663, Fortitude Valley QLD 4006 OR covenant@cfmgcapital.com.au

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1.0 DESIGN & APPROVAL PROCESS

Once you have selected your new block of land at Acacia Village, it's a good idea to sit down and read through these Guidelines.

After selecting your home design, you, your builder or architect will need to submit the following plan to the Acacia Village Design Review Panel (DRP).

Plans to be submitted must include:

- Completed Application Form
- Completed Builder's Checklist
- External Colour Schedule
- House Plans: Site plan (min scale) 1:200 including: setbacks, Site Levels (contours), extent of earthworks, FFL to House and Garage. All Fencing location, material and heights. Dimensioned Floor Plans (min scale 1:100)
- All Elevations (min scale 1:100). Elevations are to include building and wall heights, roof pitches, eave size, ceiling heights and external fixtures
- Landscape Concept Plan

Email the application package in PDF format to:
covenant@cfmgcapital.com.au

House designs and plans that comply with these Guidelines will be approved without delay.

Where house designs and plans do not comply with these Guidelines the DRP will assist to identify amendments that may be required to achieve compliance.

The DRP for Acacia Village may also approve plans that do not strictly comply with these Guidelines, if they are of the opinion the house design or plans demonstrate design merit or will meet the broader objectives of the Guidelines in enhancing the urban design quality of Acacia Village.

- Read and familiarise yourself with the Acacia Village Design Guidelines
- Select or design your house plan with a builder or architect which complies with these Guidelines
- Submit your plans to the Acacia Village Design Review Panel for Developer Approval
- Once plans are stamped "approved", they will need to be submitted to a Building Surveyor for Building Approval
- Once the Building Permit is approved, construction may commence
- Front landscaping including fencing must be completed within 30 days of occupancy

2.0 PLANNING & DESIGNING YOUR NEW HOME

2.1 ALLOWABLE LAND

- Further subdivision is not permitted.
- Unless otherwise specified, only one dwelling is permitted.
- Dual occupancy permitted on allocated lots only.

2.2 CONSTRUCTION TIME

- Construction of your home must commence within 6 months of land settlement and be completed within 12 months from the date of commencement of construction.

2.3 ORIENTATION & SITING

- The correct siting and orientation of your house can result in minimising the summer heat and harnessing the winter warmth. This will result in comfortable living throughout the year and also reducing running costs.
- Private living areas are encouraged to be located on the Northern side of your land.
- Lots greater than 300m² must comply with all ResCode requirements found in the most current Building Regulations.
- Lots less than 300m² must comply with all requirements of the Small Lot Housing Code.

2.4 SETBACKS

Front Setback

- Minimum 4.0m setback required from the front street boundary to the main building line. The main building alignment is defined as the outer most projection of the building excluding: porches, porticos, balconies or similar entry features.

Side & Rear Setbacks

- Minimum 0–200mm or 1.0m setback required from the side boundaries to the dwelling as per current building regulations and housing code for applicable lot size.
- Minimum 2.0m setback required from the rear boundary to the dwelling.

Corner Setbacks

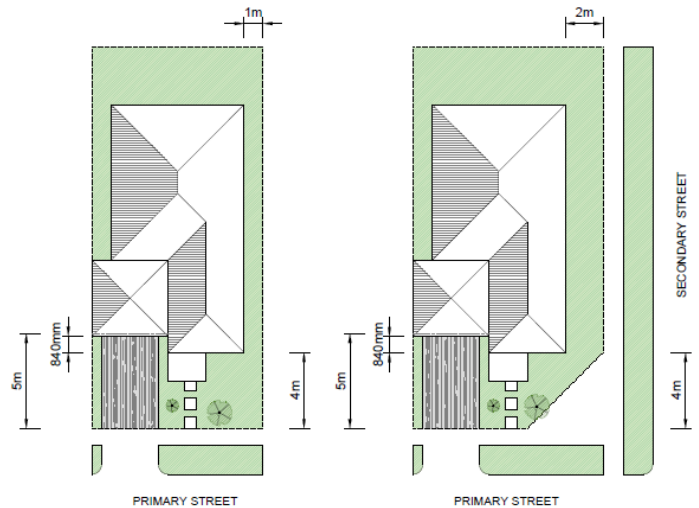
- Minimum 2.0m setback required from the secondary frontage to the dwelling.

Build to Boundary Requirements

- Built on boundary housing is permitted on the garage side of housing designs with a maximum continual wall length of 9m unless prior approval by DRC. All approvals submitted will be considered in line with current building regulations and the applicable small lot housing code.

Garage Setbacks

- Garages must be setback a minimum 5.0m from the front street boundary and a minimum 840mm from the main building alignment of the dwelling. The main building alignment is defined as the outer most projection of the building excluding: Porches, Porticos, Balconies or similar entry features.



2.5 DWELLING SIZE

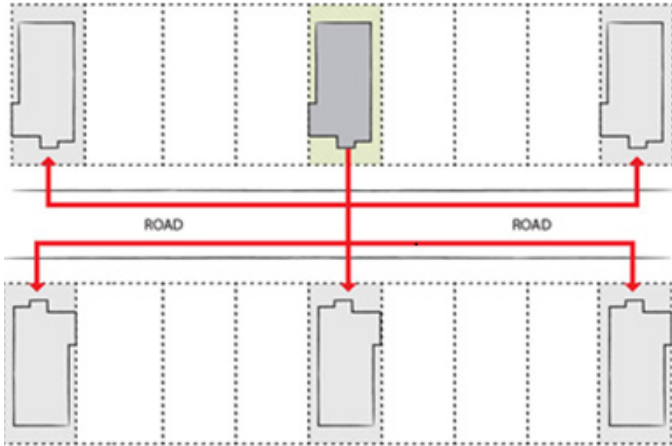
- For lots less than 300m², the minimum dwelling size is 100m² - excluding garage, porch, verandah, pergola, balcony or alfresco areas.
- For lots between 300m² - 450m², the minimum dwelling size is 120m² - excluding garage, porch, verandah, pergola, balcony or alfresco areas.
- For lots greater than 450m², the minimum dwelling size is 150m² - excluding garage, porch, verandah, pergola, balcony or alfresco areas.

2.6 CEILING HEIGHTS

Minimum 2550mm ceiling heights are required to all single storeys and ground floor of double storeys.

2.7 FAÇADE REPLICATION

- Two dwellings with similar facades are not permitted to be constructed within 3 lots on either side and directly opposite.
- Each home must have its own distinct feature elements that distinguish it from their neighbouring sites.



2.8 ARCHITECTURAL STYLE

- To ensure that high quality designs and finishes are used at Acacia Village, dwellings should have a modern contemporary style and facade.
- Decorative elements such as turned posts, finials and fret work should be minimised. All mouldings should be square or rectangular.
- Dwellings are encouraged to incorporate a high level of articulation to provide interesting streetscapes.

2.9 SUSTAINABILITY

The dwelling should be designed to minimise the impact on the environment, particularly by limiting the overall energy and water consumption for the household. All homes are required to achieve the minimum legislative energy efficiency requirements.

Consideration should be given to other methods which may assist to further decrease the energy consumption of your home.

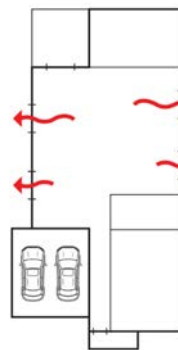
Consideration of the following principles are strongly encouraged:

- Where possible orientate living area to the north;
- Design to take advantage of passive solar heating and cooling by maximising north facing walls and glazing & providing reasonable shading of north facing windows;

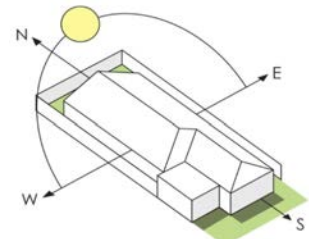
- Minimise east and west orientated glazing;
- Incorporate eaves to the roof design;
- Orientate your home to catch prevailing breezes and take advantage of cross ventilation (including internal doors);
- Consider landscaping to provide shade;
- Zoning of areas within the home so heating and cooling is provided only when required;
- All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the relevant rating tools such as Green Star (GBCA), NABERS and AccuRate;
- It is strongly encouraged that all internal light fittings such as but not limited to down lights, pendants, wall mounts allow for compact fluorescents or LED.

Consideration of the following principles are strongly encouraged:

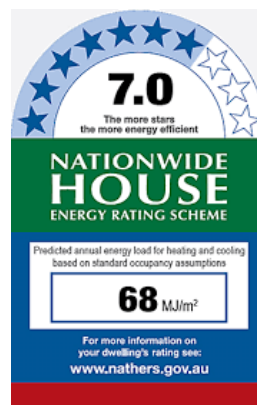
- Where possible, purchase appliances with Water Efficiency Labelling, the more stars the more water you will save;
- Incorporate water saving tap ware to all wet areas;



Ventilation



Orientation



House Energy Rating —
Minimum 6-Stars



Energy Rating for home appliances
The more stars the better

3.0 BUILDING APPEARANCE

3.1 ENTRY FEATURES

- An entry feature must be incorporated into the façade design of the home.
- The entry feature must be a suitable substantial covered structure such as a portico, porch or balcony.
- The entry must be clearly visible with direct access from the street frontage.
- The area of an entry must achieve a minimum 4m². The calculation of both the size and area dimensions can include the entry recess. Eaves are not to be included in the area calculation.
- Entries must be located on the main street frontage façade. Except where the lot falls under the Small Lot Housing Code.



3.2 MATERIALS

- The facade must incorporate a minimum of 3 different materials. A minimum of 20% of the façade must be a feature material other than brickwork. Feature materials are to be designed as a contrast to the brickwork. Suggested feature materials are:
 - Render;
 - Cladding;
 - Stacked stone.
- Materials used on the façade must return a minimum 1.0m on non-corner lots.
- Materials used on the façade must return to the fence line on all corner/reserve lots.
- The front façade of dwellings on lots 16m wide or greater must have a minimum of two rooms with windows facing the main street frontage.
- Unpainted metalwork is not permitted.
- Downpipes, Gutters and Fascia must be colour coordinated with the remainder of the façade.



Cladding



Render



Stack Stone



Bricks

3.3 ROOF

- Pitched, Skillion & Gable roof forms are strongly encouraged.
- Where the roof is pitched the pitch must be a minimum 22°.
- Flat roofs are permitted under architectural merit.
- Roofs must be constructed from terracotta, slate or concrete tiles.
- Colorbond roofing is permitted. Zincalume corrugated iron sheeting is prohibited.
- Roof colours are to be of neutral tones.
- Dwellings must have eaves with a minimum depth of 450mm to all facades visible to the street.
- Eaves must return a minimum 1.0m on all non-corner allotments and the full length to all corner/reserve allotments.
- Eaves are not required where a parapet wall is constructed or the home/garage wall is built to the boundary.

3.4 COLOURS

- The external colour scheme of your home should be neutral tones that blend in with the surrounding environment.
- Muted tones are preferred.
- Galvanised steel or reflective finishes are not permitted.

3.5 TREATMENT ON CORNER LOTS

- Secondary frontages that face a side street or reserve must flow with consistent material and finishes as used on the primary façade. Ideally the façade feature used on the primary façade would continue on the secondary façade.
- The side street elevation facing either a corner or reserve must include:
 - Feature windows matching the style of the windows on the front façade. Windows alone will not be a satisfactory solution for corner treatment;
 - A design feature is required to accompany the matching windows;
 - The same materials and colours;
 - Highlight windows are discouraged.
- Treatment to the secondary frontage must return along the boundary to meet the fence line.
- Windows on the first floor of double storeys should all match in style.
- Blank walls facing the side street are not permitted.



Skillion



Gable



Pitched



3.6 DUAL OCCUPANCY

- Dual occupancy homes are permitted on allocated lots. Each development is required to conform to the Acacia Village Design Guidelines set-out in this document and the Plan of Subdivision restrictions. Furthermore, the below requirements are to be adhered to and will replace the specific requirements within.
- The façade of each dwelling must incorporate similar aspects. (Replaces 2.6)
- An entry feature is required to have a minimum depth and width of 1.0m. (Replaces 3.1)
- Materials including eaves used on the façade must return a minimum 450mm. (Replaces 3.2)
- Where one dwelling faces the side street, corner treatment is required to return along the side street elevation to meet the fence line. (Replaces 3.5)



3.7 GARAGES

- Garage openings must be no more than 40% of the width of the lot frontage. In the case of a double storey dwelling on a lot with a frontage of less than 12m, a garage opening must not exceed 25% of the area of the front façade of the dwelling.
- Garage doors facing a street frontage must be sectional overhead or panel style and colour coordinated with the dwelling. Roller Doors are not permitted where visible.
- Triple garages are permitted where the lot width is 16m or greater. The third garage must be setback a minimum 840mm from the double garage.
- Carports are only permitted where they cannot be seen by the public.



Slimline



Sectional



Tilt Panel

3.8 DRIVEWAYS

- Driveways must be fully constructed within 14 days of occupancy.
- Acceptable driveway construction materials are: coloured concrete, brick or concrete pavers, exposed aggregate.
- Plain concrete driveways and front paths are not permitted.
- The driveway shall be no wider than the total width of the garage and tapers to match the width of the crossover.
- A minimum 500mm Landscape strip is required between the driveway and the side boundary.
- Only one driveway is permitted per lot. Excludes dual occupancy construction.
- Crossover relocations are permitted with the approval from the Relevant Authority. All costs associated with the crossover relocation are at the lot owner's expense.



Brick Pavers



Exposed Aggregate



Coloured Concrete

3.9 FENCING

Side, Return & Rear Boundary Fencing

- Side, return and rear boundary fences behind the building alignment are required to be 1.8m in height and constructed from Colorbond® in colour 'Woodland Grey®' and profile 'Good Neighbour Superdek®'.
- Side fences along common lot boundaries must be located 1.0m behind the building line of the home which faces the primary frontage.

Fencing on Corner or Reserve Lots

- Side fences along a secondary frontage are required to be 1.8m in height and constructed from Colorbond® in colour 'Woodland Grey®' and profile 'Good Neighbour Superdek®'.
- Side fences along corner or reserve boundaries must be located 4.0m behind the main building line.

Front Boundary Fences

- Front fencing must be of an open style nature.
- Post and or piers of the front fence must not exceed 1.2m in height. Inserts must not exceed 1.0m.
- Materials must be of :
 - Piered brick or masonry piers with steel, timber or aluminium slat infill;
 - Post and railing with decorative pickets.



4.0 LANDSCAPING

4.1 FRONT YARD LANDSCAPING

Landscaping plays an integral part in assisting to soften the built form of the streetscape. It is also a useful element in providing privacy screening and shade during summer. The selection should embrace the natural selection with native plants that reflect the Wollert landscape. Indigenous plants will thrive in the local climate and require less watering than other species.

- Impermeable areas (hard surfaces) should not dominate front yard designs and should be limited to essential areas such as driveways and pathways;
- 60% of the front landscape should be vegetated garden beds, turf and permeable surface materials.
- The following must be provided within your front yard landscape:
 - 2 canopy trees with a minimum span of 4m at mature age (300mm–400mm pots);
 - 40 Shrub like plant (150mm pots); and
 - 20 groundcovers (tubestock size minimum)
- Garden beds should be mulched and where mulch is used, it must be natural in colour.
- Turf should be warm season species. Synthetic grass where visible is not permitted.
- It is the responsibility of the lot owner to establish and maintain turf on nature strips. No crushed rock or Lilydale toppings permitted.
- Front gardens must be fully landscaped within 30 days of the completion of the construction of your home.
- Water saving techniques, including but not limited to plant selection, drip irrigation, recycled water use and mulching of garden beds, should be utilised where possible.
- Letterboxes are required to be constructed in accordance with Australia Post standards. No Single Post letterboxes permitted.

Information on Indigenous planting for your local area can be found at:

www.whittlesea.vic.gov.au/media/1247/indigenous-plant-list.pdf



4.2 SHEDS & OUTBUILDINGS

- If less than 10m² in area, sheds and outbuildings must not be visible to the public;
- If greater than 10m² in area, sheds and outbuildings must match or complement the appearance of your home with materials and colours.

4.3 SCREENING

- Ancillary structures and elements must not be visible to the public. This includes but is not limited to:
 - External hot water units;
 - Ducted heating units;
 - Rainwater tanks;
 - Clotheslines;
 - Swimming pools;
 - External plumbing other than for rainwater tanks and downpipes;
 - Satellite dishes and TV aerials.
- Boats, caravans, trailers, commercial vehicles with a capacity of 2.5 tonne or greater or other recreational vehicles are not permitted to be parked on your property unless they are screened from public view.
- Air conditioning units are to be located away from public view. Any roof mounted air conditioners or evaporative cooling units should be located to the rear of the house, be of low profile and installed below the ridgeline. They should be colour coordinated to match the roof.
- Conduit used for electrical, gas, water & communication services must be no higher than 600mm from natural ground level and preferably not visible from public view.
- Solar panels should be located on the elevation that provides the most suitable solar access. They are not permitted on the façade elevation facing the primary frontage unless approval from the Responsible Authority.



5.0 CONNECTIONS

5.1 RECYCLED WATER

- Acacia Village will provide infrastructure to enable supply of recycled water by Yarra Valley Water. All homes must include fittings and connections to the Acacia Village Recycled Water system, as specified by Yarra Valley Water.

5.2 NATIONAL BROADBAND NETWORK (NBN)

- Acacia Village will provide infrastructure to support telephone and high speed internet over the NBN. Ensure your builder is familiar with the home wiring requirements of the NBN.

6.0 DURING CONSTRUCTION

6.1 SIGNAGE

- Signage and hoarding boards advertising businesses and products are not permitted. Builders' signs of a maximum 600mm x 600mm are permitted as required on lots during the course of construction and must be removed upon completion of construction.

6.2 TEMPORARY STRUCTURES

- Builders' structures such as site sheds, site toilets, power generators and security cameras are permitted as necessary on lots during the course of construction and must be removed upon completion of construction.



7.0 LOT MAINTENANCE

- Under the Whittlesea Building Code a person undertaking building works must provide the following:
 - A toilet;
 - A rubbish container;
 - Site fencing;
 - Site identification.
- A person undertaking building works must ensure all litter and building waste must be secured in a skip or a cage with a lid to prevent it from blowing away. It must be emptied during, and at the end of construction.
- A person undertaking building works or the operator of any vehicle associated with such works must not allow sediment, slurry, mud, clay or debris from the building site to be deposited in or on any public place or road.
- A person undertaking building works must notify Council in writing before the commencement of the works of any damage to any road or other Council assets likely to be affected by the works (Damage to any of these assets which exists after the completion of the building works will be deemed to be caused by and must be repaired by the person undertaking the building works.)
- Dumping of rubbish (including building materials and site excavation material) on vacant allotments is illegal.
- Grass and weed growth on vacant allotments is the responsibility of the property owner. Regular slashing or mowing of the grass must be maintained by the property owner. Property owners who don't comply with this requirement could receive a fine from Whittlesea Council.
- Council's Authorised Officers can take enforcement action if the Local Law is breached. Notices to Comply can be served requiring a bin or toilet to be placed on the land and Penalty Notices can be issued for committing the offence of not providing the bin or toilet.

For more information on local laws and penalties relating to building sites refer to Whittlesea Council's website:

www.whittlesea.vic.gov.au



8.0 APPLICATION FORM

Acacia Village Design Approval Application Form

Complete the application form and provide with your submission for Developer Approval.

Lot Number	
Owner's Name	
Current Post Address	
Contact Number	
Builder's Name	
Contact Name & Number	

Documents required to be submitted for approval to the Acacia Village Design Review Panel (A3 Size):

- Completed Application Form
- Completed Builder's Checklist
- External Colour Schedule
- House Plans: Site plan (min scale) 1:200 including: setbacks, Site Levels (contours), extent of earthworks, FFL to House and Garage. All Fencing location, material and heights. Dimensioned Floor Plans (min scale 1:100)
- All Elevations (min scale 1:100). Elevations are to include building and wall heights, roof pitches, eave size, ceiling heights and external fixtures
- Landscape Concept Plan

9.0 BUILDER'S CHECKLIST

ITEM	YES	NO	N/A
One dwelling per lot			
Subdivision not permitted			
Dual Occupancy permitted on allocated lots			
Dwelling will commence construction within 6 months of settlement and be completed within 12 months from construction commencement			
Setbacks comply with relevant regulations—ResCode or Small Lot Housing Code			
Lots under 300m ² minimum dwelling size is 100m ²			
Lots between 300m ² - 450m ² minimum dwelling size is 120m ²			
Lots greater than 450m ² minimum dwelling size is 150m ²			
Minimum ceiling height is 2550mm to single storey or ground floor of double storey homes			
The same façade not used within 3 lots of one another			
Modern contemporary façade			
Decorative elements kept at a minimum			
Mouldings are square or rectangular in style			
Dwelling has been designed to minimise the impact on the environment and to achieve the minimum legislative energy efficiency requirements			
Entry feature incorporated into façade, clearly visible with direct access from the street frontage			
Entry area is a minimum 4m ²			
A minimum 3 materials have been used on the façade			
A minimum 20% of the façade has a feature material other than brickwork			
Materials used on the façade return 1.0m on non-corner lots			
Materials used on the façade return to the fence line on corner lots			
Two rooms with windows are provided on the façade on lots with a width greater than 16m			
Unpainted metalwork has not been used			
Downpipes, gutters and fascia are colour coordinated with the dwelling			
Pitched, skillion or gable roof style used			
Roof pitch is a minimum 22°			
Roofing material is either: terracotta, slate or concrete tiles, colorbond			
Zincalume corrugated iron has not been selected			
Roof colour is neutral in tone			
Minimum 450mm eaves are provided to the façade with a minimum 1.0m return on non-corner lots and full length on secondary frontage			
External colour scheme is neutral in tone			
Galvanized steel or reflective finishes have not been used			
Consideration has been given to the elevation on the secondary frontage			
Feature windows match those used on the primary façade			
A design feature has been provided to the secondary frontage			

ITEM	YES	NO	N/A
Corner treatment returns to the fence line			
No blank walls where visible			
Dual occupancy permitted on selected lots and complies with guidelines			
Garage is setback a minimum 840mm behind the main building line			
Minimum one car lock up garage			
Garage opening does not exceed 40% of the lot width			
Double storey garage on lots 12m or less does not exceed 25% of the façade area			
Sectional overhead or panel lift doors used on garage where visible			
Triple garage permitted on lots with a width greater than 16m			
Carport is not visible to the public			
Driveway will be constructed with 14 days of dwelling occupancy			
Driveway constructed from coloured concrete, brick or concrete pavers or exposed aggregate			
Driveway is no wider than the garage and tapers to the crossover width			
Minimum 500mm landscape strip provided including dimension			
One driveway only, excluding dual occupancy			
Council consent provided for crossover relocation			
Side, return and rear boundary fences are behind the building alignment and constructed of 1.8m high Colorbond® Good Neighbour Superdek® in colour 'Woodland Grey®'.			
Side fences along common lot boundaries are a minimum 1.0m behind the building line of the dwelling			
Side fences along a secondary frontage are 1.8m high Colorbond® Good Neighbour Superdek® in the colour 'Woodland Grey®'			
Side fences along corner or reserve boundaries are 4.0m behind the building line.			
Front fencing is of an open style nature. And constructed of post and or piers of the front fence must not exceed 1.2m in height. Inserts must not exceed 1.0m in materials of piers brick or masonry piers with steel, timber or aluminium slat infill; Post and railing with decorative pickets			
Impermeable areas do not dominate the front yard			
60% of the front is garden beds, turf and permeable surface			
2 canopy trees have been provided			
40 shrubs have been provided			
20 groundcovers have been provided			
Where mulch is used it is in natural colours			
Crushed rock or Lilydale topping has not been used on nature strips			
Landscape will be completed within 30 days of occupancy			
Letterbox is not a single post			
Sheds or outbuildings less than 10m ² are not visible to the public			
Sheds or outbuildings greater than 10m ² are constructed with materials and colour that complement the dwelling			
Air conditioning units are not visible to the public. They are low profile and colour coordinated with the roof			
Solar panels are not located on the front facade			
The dwelling will be connected to Recycled Water			
The dwelling will be NBN ready			



ACACIA

VILLAGE

405 Epping Road, Wollert VIC

1800 440 473 | sales@acaciavillage.com.au | acaciavillage.com.au

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