

Contract of Sale of Land

Property:

**Oak Hill Estate, Lot 219 Medew Street, Churchill
VIC 3842**

Horseman Sim Pty Ltd
154 Commercial Road
MORWELL VIC 3840
Tel: (03) 5135 3300
Fax: (03) 5135 3355
PO Box 795, Morwell VIC 3840
Ref: FCP:JS:210167 - Stage 2

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

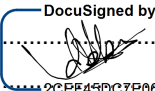
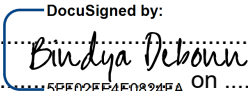
WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:  DocuSigned by:  DocuSigned by: 5/3/2021 | 7:36 PM AEDT
..... on/...../2021
Print names(s) of person(s) signing: Debonn Madathikudiyl and Bindya Debonn
State nature of authority, if applicable:
This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:  DocuSigned by: 9/3/2021 | 12:21 PM AEDT
..... on/...../2021
Print names(s) of person(s) signing: Gippsland Development Group Pty. Ltd. ACN 610 506 164
State nature of authority, if applicable: Dale Stott - Director

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

Table of Contents

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

Particulars of Sale

Vendor's estate agent

Name: Wilson Property Residential Commercial Industrial

Address: 25 Hotham Street, Traralgon VIC 3844

Email: matt@wprci.com.au

Tel: 5176 2055 Mob: Fax: 51762670 Ref: MJ

Vendor

Name: Gippsland Development Group Pty. Ltd. ACN 610 506 164

Address: 44 McNairn Road, Traralgon East VIC 3844

ABN/ACN: ACN 610 506 164

Email:

Vendor's legal practitioner or conveyancer

Name: Horseman Sim Pty Ltd

Address: 154 Commercial Road, Morwell VIC 3840
PO Box 795, Morwell VIC 3840

Email: subdivisions@horsemansim.com.au

Tel: (03) 5135 3300 Mob: Fax: (03) 5135 3355 Ref: FCP:JS:210167 - Stage 2

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name: Debonn Madathikudiyil and Bindya Debonn

Address: 14 Trnino Drive, Doreen VIC 3754

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name: B.O.S.S Conveyancing

Address: Shop 9, 17 Esplanade, St Albans VIC 3021

Email: sally@bossconveyancing.com

Tel: 9366 8818 Mob: Fax: 9366 9918 Ref: Sally Nguyen

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
	219	PS 826074P

being part of the proposed Subdivision of parent Certificate of Title Volume 10198 Folio 682

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

The land includes all improvements and fixtures.

Property addressThe address of the land is: Oak Hill Estate, Lot 219 Medew Street, Churchill VIC 3842**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*Nil - Vacant Land**Payment**

Price	\$	<u>149,000.00</u>	
Deposit	\$	<u>5,000.00</u>	Payable on or before 30 days from the date the Vendor signs the Contract of which \$1,000.00 has been paid
Balance	\$	<u>144,000.00</u>	payable at settlement

Deposit bond☐ General condition 15 applies only if the box is checked**Bank guarantee**☐ General condition 16 applies only if the box is checked**GST** (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice**Terms contract** (general condition 30)☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)***Loan** (general condition 20)☐ This contract is subject to a loan being approved and the following details apply if the box is checked:Lender: N/ALoan amount: no more than N/AApproval
date: N/A

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

SEE ATTACHED SPECIAL CONDITIONS

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

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

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

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

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. **BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. **SETTLEMENT**

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

18. **ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

SPECIAL CONDITIONS

1. The Purchaser admits that the land as offered for sale and inspected by him is identical with the Lot hereby sold and referred to on the Plan. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.
2. The Purchaser acknowledges that the Plan is a proposed Plan and:
 - a) the purchaser agrees to accept such easements to be placed on the land as may be required by the relevant authorities; and
 - b) that in the event of Latrobe City Council refusing to certify the Plan in its current format, the Vendor will have the right to terminate this Contract within 28 days of being notified by Council of its refusal to approve and certify the Plan in its current format. In the event of the Vendor terminating the Contract pursuant to this condition, all monies paid by the Purchaser under this Contract shall be refunded in full to the Purchaser without deduction.
3. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.
4. The Purchaser acknowledges that the Lot hereby sold forms part of a subdivision which is being developed for sale and agrees to make no objection either before or after settlement to the methods used by the Vendor in marketing any Lot in the subdivision including but without limitation the use of signs, construction, use and maintenance of display homes on any of the Lots in the subdivision and carparking for display homes on any of the Lots in the subdivision so long as in such marketing the Vendor shall ensure that at times reasonable consideration for the comfort and convenience of the Purchaser is maintained.
5. This Contract is conditional upon the Vendor arranging for the registration of a Plan of Subdivision in the form of the Plan at the Land Titles Office on or before the date of settlement failing which settlement will then take place 14 days after the Vendor's Solicitors advise the Purchaser's Solicitors that the Plan of Subdivision has been registered. In the event that the Plan of Subdivision is not registered within 24 months from the date of this Contract then the Purchaser may avoid this Contract whereupon all money paid by the Purchaser under this Contract (but excluding any occupation fee) shall be refunded to the Purchaser in full.
6. The Purchaser shall make no objections or requisitions nor claim any compensation in respect of:-
 - a) any material excess or deficiency whether in area, boundary, measurements, occupation or otherwise between the Lot or Lots as inspected by the Purchaser and shown on the Plan annexed hereto and the Lot or Lots as shown on the Plan as registered and approved by the Registrar of Titles;
 - b) any alteration to the number, size or location of Lots on the Plan (other than the Lot or Lots hereby sold).
7. Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the Land and the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
8. The Vendor agrees it will prior to settlement, if requested by the Purchaser provide all necessary and reasonable consents to enable the Purchaser to obtain a building permit for the erection of a dwelling house upon the land hereby sold.

9.
 - a) Plans of works intended to affect the natural surface level of the Land and the abutting land (if applicable) are annexed to this Contract.
 - b) The Vendor reserves the right to alter the natural surface levels of the Land at any time after the Day of Sale. The Vendor shall notify the Purchaser as soon as practicable of any changes to the works referred to in Special Condition 9 (a) hereof.
 - c) The Purchaser hereby accepts and agrees to the Vendor carrying out works to the Land and/or surrounding land as required by Latrobe City Council ARBN 92472314133 or any public authority to make the Land and the surrounding land presentable. The Purchaser shall not make any requisition, objection or claim or take any action against the Vendor relating to the quality or condition of the Land (and its soil), or any change, alteration or modification thereto occurring between the Purchaser's first inspection of the Land and the date for payment of residue.
 - d) The Purchaser shall not make any requisition, objection, demand or claim against the Vendor in any way arising out of or relating to any ground filling which may be on the Land at the date for payment of residue.
10.
 - a) The Purchaser acknowledges that the Land may not be rated separately by the rating authorities. For the purposes of adjustments the proportion of the Vendor's total rates and tax applicable to the Land shall be calculated as follows:-

If the Lot hereby sold IS NOT separately assessed –

Area of the Lot/Area in the assessment
 - b) Where the land is not separately rated the Vendor covenants that it shall pay all outstanding Latrobe City Council ARBN 92472314133 and Gippsland Water rates within the time limited by the assessment and the Purchaser shall adjust the appropriate proportion hereof (specified in paragraph (a) above) in favour of the Vendor.
 - c) No money shall be withheld from the Vendor out of the Residue on account of any Land Tax which may be or may hereafter become charged on the Land. The Vendor covenants with and warrants to the Purchaser that it shall make all proper returns and pay any Land Tax assessed to the Vendor within the time limited by the assessment notice. The Vendor shall indemnify the Purchaser in respect of any Land Tax charged upon the Land to the Settlement Date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of land. This Special Condition shall not apply in the event that the State Revenue Office has separately assessed the property hereby sold for Land Tax purposes. In the event that the property is separately assessed, for Land Tax purposes, as at the date of settlement, then the Purchaser shall deduct any outstanding Land Tax from the amount payable to the Vendor at settlement and shall immediately then remit such amount deducted to the State Revenue Office.
11. The purchase price is inclusive of GST.
12. Where the Purchaser is a corporation (other than a corporation listed on a recognised Stock Exchange) then each person who signs on behalf of that corporation:-
 - a) shall be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person had signed as a Purchaser;
 - b) shall procure the execution by all directors and principal shareholders of the corporation of guarantee and indemnity in the form annexed to this Contract.

The guarantee and indemnity duly executed shall be delivered to the Vendor within 7 days of the day of sale, failing which the Purchaser shall be deemed to be in default under the terms of this Contract.

13. Words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

14. The Vendor in developing the land referred to in the Plan will arrange at its own expense for electricity supply, reticulated gas supply, reticulated water supply, sewerage and telephone services to be made available for connection to the property.
15. The Vendor shall not be liable to construct or join in or contribute to the costs of construction of any dividing fence between the land hereby sold and any adjoining land owned by the Vendor. The Purchaser shall comply with any Notice to Fence received by the Vendor in respect to the land hereby sold prior to or on or after the date of this Contract including any notice served by a subsequent purchaser of the land hereby sold. This Special Condition shall not merge at settlement of this Contract.
16. The Purchaser acknowledges that the land hereby purchased is subject to a restrictive covenant in the form of the covenant contained in Memorandum of Common Provisions registered number AA6637 ("the Covenant"). A copy of the Covenant is attached to this Contract. The Purchaser shall incorporate a reference to the Covenant in the electronic transfer of the land hereby purchased as required by PEXA and/or the Land Titles Office.
17. The Purchaser consents to the Vendor and/or the Vendor's Estate Agent providing the Purchaser's name, address and telephone number to any adjoining land owner for the purposes of assisting in the compliance with the Fences Act 1968.
18. If during the course of the Development the Vendor is required by the Council to enter into one or more Section 173 Agreements or any agreements pursuant to the Planning and Environment Act or some other legislation, the Purchaser will not object or be entitled to rescind this Contract due to such requirement. The Purchaser will make no claim or objection nor have any right to withdraw from this Contract as a consequence of any condition contained in the Section 173 Agreement except that if the Section 173 Agreement requires an amendment to the plan of subdivision which will materially affect the Land to which this Contract relates then the Purchaser may rescind this Contract within fourteen (14) days after being advised by the Vendor in writing of the proposed amendments to plan of subdivision.
19. Stamp Duty and Purchasers buying unequal interest.
 - a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
 - b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
 - c) The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.
 - d) This Special Condition will not merge on completion
20. Foreign Investment Review Board
 - 20.1 For the purposes of this special Condition, "Foreign Interest" means a foreign interest as defined in the *Foreign Acquisitions and Takeovers Act 1975*.
 - 20.2 If the Purchaser is or may be obliged to obtain any consent permit or authority including approval under the *Foreign Acquisitions and Takeovers Act 1975* or the Commonwealth's Government's Foreign Investment Policy or the consent of the Foreign Investment Review Board, the execution of this contract shall be deemed a warranty by the Purchaser that any necessary consents permits or authorities have been obtained and without prejudice to the warranty the Purchaser shall submit

evidence of such consents permits or authorities to the Vendor or its solicitors or agent within 7 days of the Day of Sale.

- 20.3 If the warranty contained in this special condition is breached, the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage (including but not limited to consequential loss or damage) which the Vendor may suffer as a result of the breach of this warranty.

GUARANTEE AND INDEMNITY

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

IN CONSIDERATION of the Vendor having at the request of the person(s) whose name(s) and address(s) 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 within named Purchaser(s) (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. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. 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.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
- E. In the construction of this Guarantee and indemnity (unless repugnant to the context) the singular shall include the plural and the masculine the feminine and words importing persons shall include corporations, reference as to bankruptcy and the like shall include winding up, references to death shall include winding up or dissolution and in the case where there is more than one Guarantor then the liability of such Guarantors shall be joint and several.

SCHEDULE

Vendor: Gippsland Development Group Pty. Ltd. ACN 610 506 164

Purchaser: Debonn Madathikudiyil and Bindya Debonn

Guarantor/s:

IN WITNESS whereof the said Guarantors have set their hands
this day of 202

SIGNED by the said Guarantor)
)
)
)
 in Victoria in the presence of:)

.....(Witness)

SIGNED by the said Guarantor)
)
)
)
 in Victoria in the presence of:)

.....(Witness)

Vendor Statement

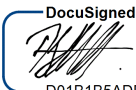
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.


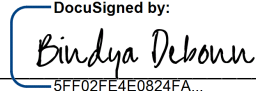
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	OAK HILL ESTATE, LOT 219 MEDEW STREET, CHURCHILL VIC 3842
------	---

Vendor's name	Gippsland Development Group Pty. Ltd. ACN 610 506 164	Date	/ /
Vendor's signature	<div>DocuSigned by:  D01B1B5ADF12471...</div>		1/3/2021 4:21 PM AEDT

Purchaser's name	Debonn Madathikudiyil	Date	/ /
Purchaser's signature	<div>DocuSigned by:  2CEF45DC7E064CD...</div>		5/3/2021 10:06 AM AEDT
Purchaser's name	Bindya Debonn	Date	/ /
Purchaser's signature	<div>DocuSigned by:  5FF02FE4E0824FA...</div>		5/3/2021 7:36 PM AEDT

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$2,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) ☒ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

--

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10198 FOLIO 682

Security no : 124087036203K
Produced 09/12/2020 10:48 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 309824F.
PARENT TITLE Volume 09651 Folio 232
Created by instrument PS309824F 07/11/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GIPPSLAND DEVELOPMENT GROUP PTY LTD of 44 MCNAIRN ROAD TRARALGON VIC 3844
AS374658Y 23/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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
AT838069C 07/12/2020

DIAGRAM LOCATION

SEE PS309824F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	AGREEMENT	STATUS	DATE
AT838069C	AGREEMENT	Registered	07/12/2020
AT774697Y (E)	AGREEMENT	Withdrawn	03/12/2020

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

PLAN OF SUBDIVISION			STAGE NO. —	LTO use only EDITION 3	Plan Number PS 309824 F						
Location of Land Parish: HAZELWOOD Township: — Section: A Crown Allotment: 14 ^E (PART), 27 (PART) & 37 (PART) FORMER GOVERNMENT ROAD (PART) LTO Base Record: CHART 3 (2749) Title Reference: VOL 9651 FOL 232 (PART) Last Plan Reference: LP 138362 LOT 431 (PART) Postal Address: PHILIP PARADE (at time of subdivision) CHURCHILL 3842 AMG Co-ordinates E 449 400 Zone: 5 5 (of approx. centre of land in plan) N 5 759 000			Council Certificate and Endorsement Council Name: CITY OF MORWELL Ref: 91/1003 & 91/1022 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 25 / 7 / 91 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date 25 / 7 / 91 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 27 / 5 / 94								
Vesting of Roads and/or Reserves			Notations								
<table><tr><td>Identifier</td><td>Council/Body/Person</td></tr><tr><td>RESERVE No 1</td><td>CITY OF MORWELL</td></tr><tr><td>RESERVE No 2</td><td>CITY OF MORWELL</td></tr></table>			Identifier	Council/Body/Person	RESERVE No 1	CITY OF MORWELL	RESERVE No 2	CITY OF MORWELL	Staging This is /is not a staged subdivision Planning Permit No. 91/1003 & 91/1022		
Identifier	Council/Body/Person										
RESERVE No 1	CITY OF MORWELL										
RESERVE No 2	CITY OF MORWELL										
			Depth Limitation DOES NOT APPLY								
Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) — In Proclaimed Survey Area No. —											
Easement Information					LTO use only						
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement						
					Received <input checked="" type="checkbox"/> Date 28 / 10 / 94						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LTO use only PLAN REGISTERED TIME 11-30 AM. DATE 17 / 1 / 94 Assistant Registrar of Titles						
E-1	POWER LINE	SEE DIAG.	THIS PLAN — SECTION 44 OF THE ELECTRICITY INDUSTRY ACT 1993	ELECTRICITY SERVICES VICTORIA	Sheet 1 of 2 Sheets						
beveridge williams & co. pty. ltd. SURVEYORS PLANNERS ENGINEERS ACN 006 197 235 Melbourne—554 High St., Prahran 3181 529 4022 Ballarat—11 Lydiard St. South 3350 (053) 31 3877 Leongatha—57 Bair Street 3953 (056) 62 2630 Traralgon—3/6-8 Grey Street 3844 (051) 74 5385 Wonthaggi—31 Murray Street 3995 (056) 72 1505			LICENSED SURVEYOR (PRINT) IAN GORDON KEITH SIGNATURE..... DATE 18 / 4 / 94 REF 7359-1 VERSION 5		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3						

AT838069C

Section 181

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

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name:

Phone:

Address:

Reference:

Customer Code:

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

Land

Volume

10198

Folio

682

Authority

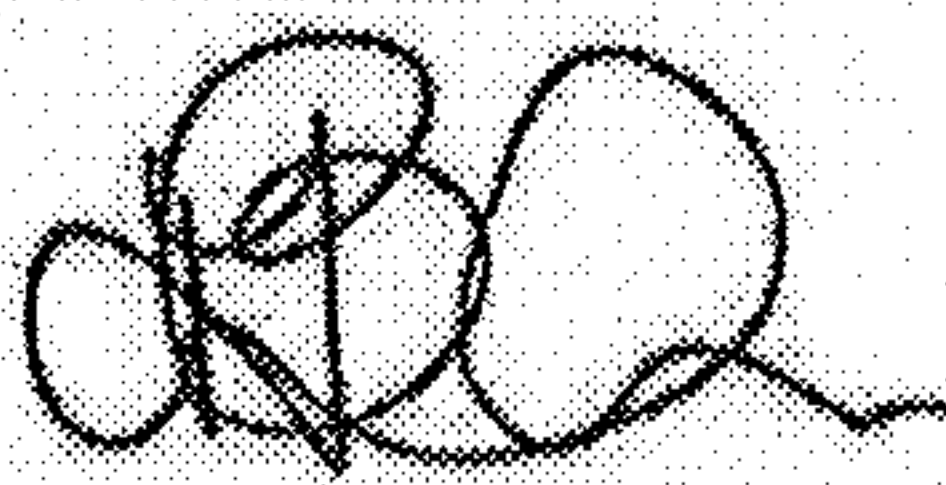
Latrobe City Council
141 Commercial Road
MORWELL VIC 3840

Section and Act under which agreement made:

Section 173
Planning and Environment Act 1987

A copy of the Act Agreement is attached to this Application

Signature of Authority:



Name of Officer: Yvonne Buntin

Designation of Officer: Planning Administration Officer

Date: 4 November 2020

I have had my identity verified by Australia Post on 4 November 2020

Unique Seq # 3392660425655

THIS AGREEMENT is made the 30th day of October 2020

PARTIES

1. LATROBE CITY COUNCIL of 141 Commercial Road, Morwell, Victoria ("Council").
2. Gippsland Development Group Pty. Ltd. ACN 610506164 of 44 McNairn Road, Traralgon VIC 3844 ("Owner")

RECITALS

- A. The Owner is the registered proprietor of the Subject Land;
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act;
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"Approved" means approved by the Council;

"Council" means the council for the municipal district of the Latrobe City Council;

"Subject Land" means the land situated at 15-57 Philip Parade, Churchill VIC 3842 being the land referred to in Certificate of Title Volume 10198 Folio 682 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.

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

"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.

"Permit" means Planning Permit Number 2017/73 issued to the Owner by the Council, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:-

- (a) The Owner of the land will contribute \$127.00 per lot (excluding GST) prior to the Statement of Compliance being issued for each stage, towards the enhancement of Churchill's Early Years Services, in accordance with the endorsed Philip Parade Development Plan. The contribution is subject to annual indexing based on Rawlinsons Constructions Cost Guide as amended.
- (b) That upon registration of each stage of the Subdivision at the Land Titles Office, Clause 2.1(a) of this Agreement shall no longer have any effect in respect of that registered stage and can then be deemed to have expired in respect of that registered stage.
- (c) To the satisfaction of the Council, the Owner shall:
 - (i) prior to the issue of a Certificate of Occupancy being issued for a dwelling the owner shall install a stormwater detention tank which has a minimum of 2,000 litres of tank storage capacity above an unrestricted 52mm diameter outlet without gate valve or tap fixture permanently plumbed into the stormwater system and all roof areas of the dwelling must be connected directly to the detention tank; or
 - (ii) provide an alternative stormwater detention solution first approved in writing by the Council which requires the Owner to submit engineering plans and hydraulic calculations prepared by an appropriately qualified engineer, to the Council for its review.

2.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 Mortgagee to be Bound

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

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

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

2.7 Council Access

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

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

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

5. SUCCESSORS IN TITLE

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

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

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time;
- (b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;
- (c) by email

and the notice of communication will be deemed to have been served or given:

- (d) if delivered personally, on the date of delivery;
- (e) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (f) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

- (g) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
- (h) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (i) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.
- (j) 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.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

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

9. SEVERABILITY

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

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

- 11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- 11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.
- 11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator,

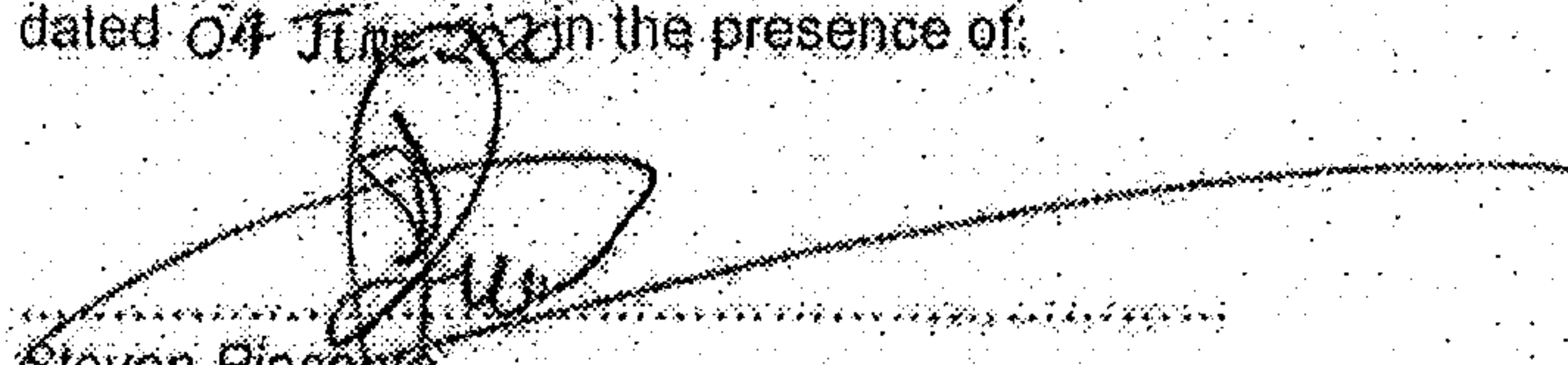
Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

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

EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

SIGNED for and on behalf of LATROBE CITY COUNCIL)
By Steven Piasente pursuant to Instrument of Delegation)
dated 04 June 2020 in the presence of:)


Steven Piasente
Chief Executive Officer


Witness

Executed by Gippsland Development Group Pty. Ltd. ACN 610506164 in accordance
with Section 127 of the Corporations Act 2001 by being signed by those persons who
are authorised to sign for the company


Dale John Stott

Director


Gary James Johnson

Director

PLANNING PROPERTY REPORT

Environment,
Land, Water
and PlanningFrom www.planning.vic.gov.au at 22 July 2020 09:40 AM

PROPERTY DETAILS

Address: **15-57 PHILIP PARADE CHURCHILL 3842**

Lot and Plan Number: **Lot 4 PS309824**

Standard Parcel Identifier (SPI): **4\PS309824**

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

Council Property Number: **58914**

Planning Scheme: **Latrobe**

Directory Reference: **Vicroads 702 D5**

www.latrobe.vic.gov.au[Planning Scheme - Latrobe](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Gippsland Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

[View location in VicPlan](#)

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **MORWELL**

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

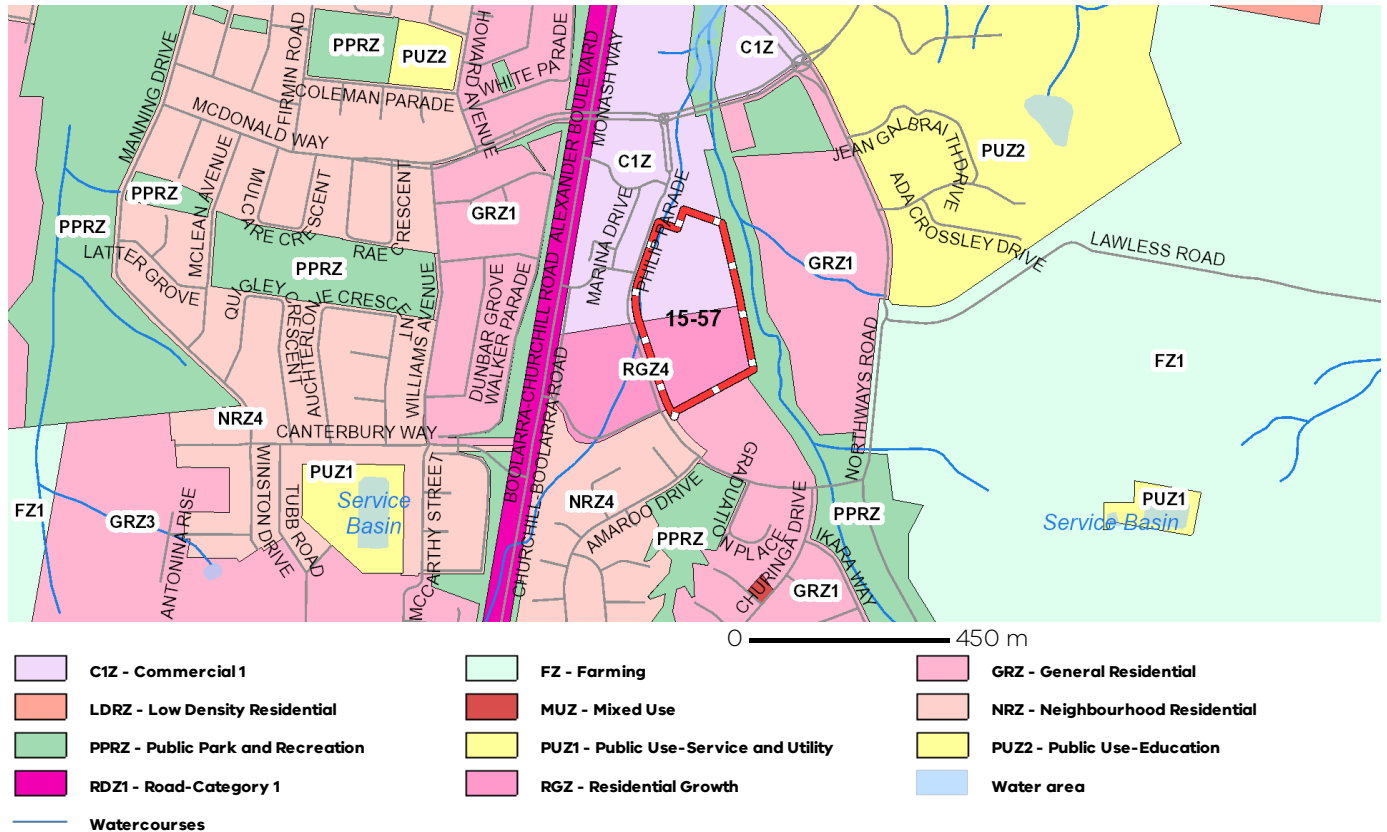
[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)

[PUBLIC PARK AND RECREATION ZONE \(PPRZ\)](#)

[SCHEDULE TO THE PUBLIC PARK AND RECREATION ZONE \(PPRZ\)](#)

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 4 \(RGZ4\)](#)



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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

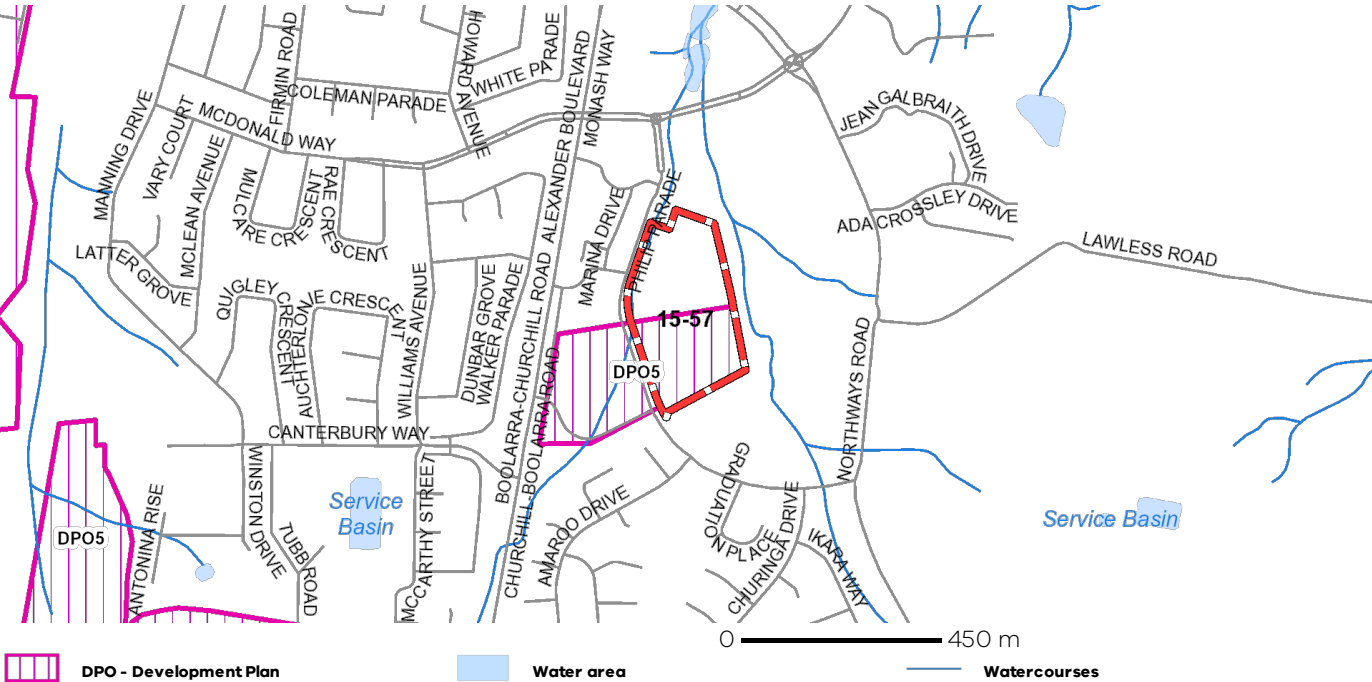
PLANNING PROPERTY REPORT: 15-57 PHILIP PARADE CHURCHILL 3842

Page 2 of 5

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)

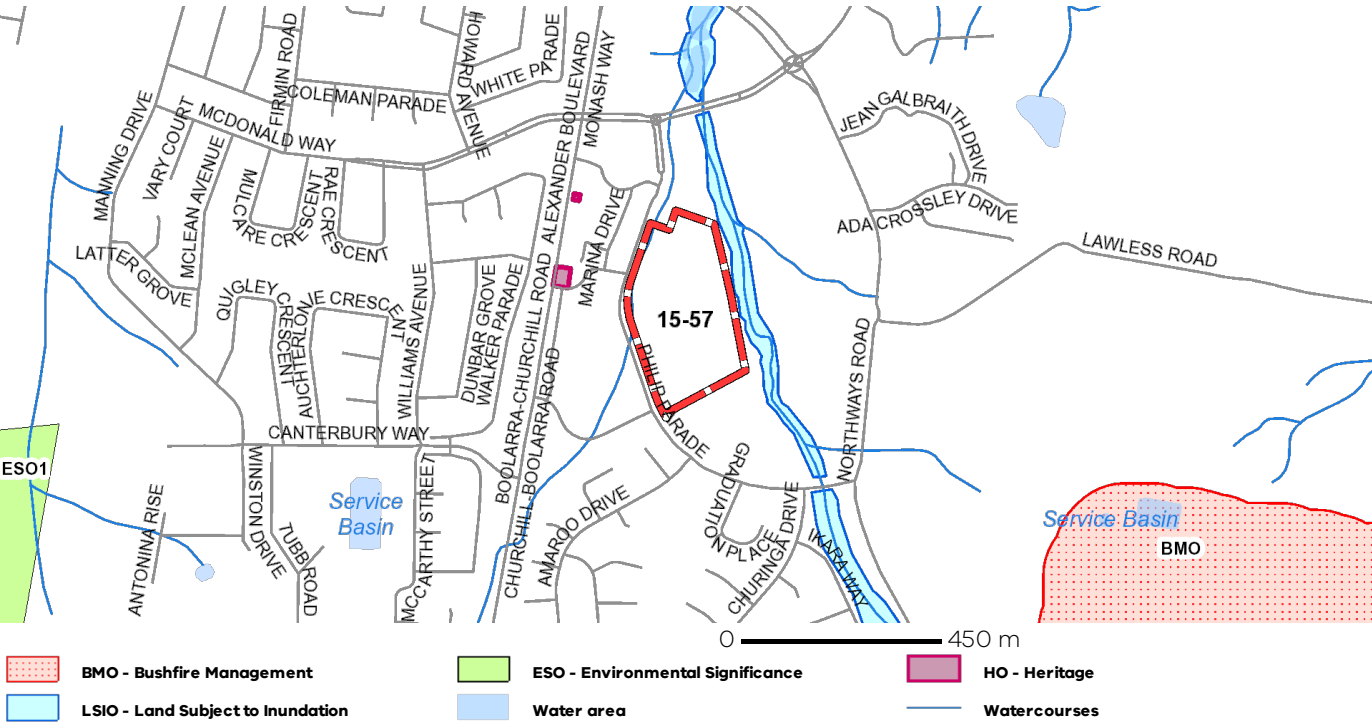


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
HERITAGE OVERLAY (HO)
LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 15 July 2020.

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

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

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

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

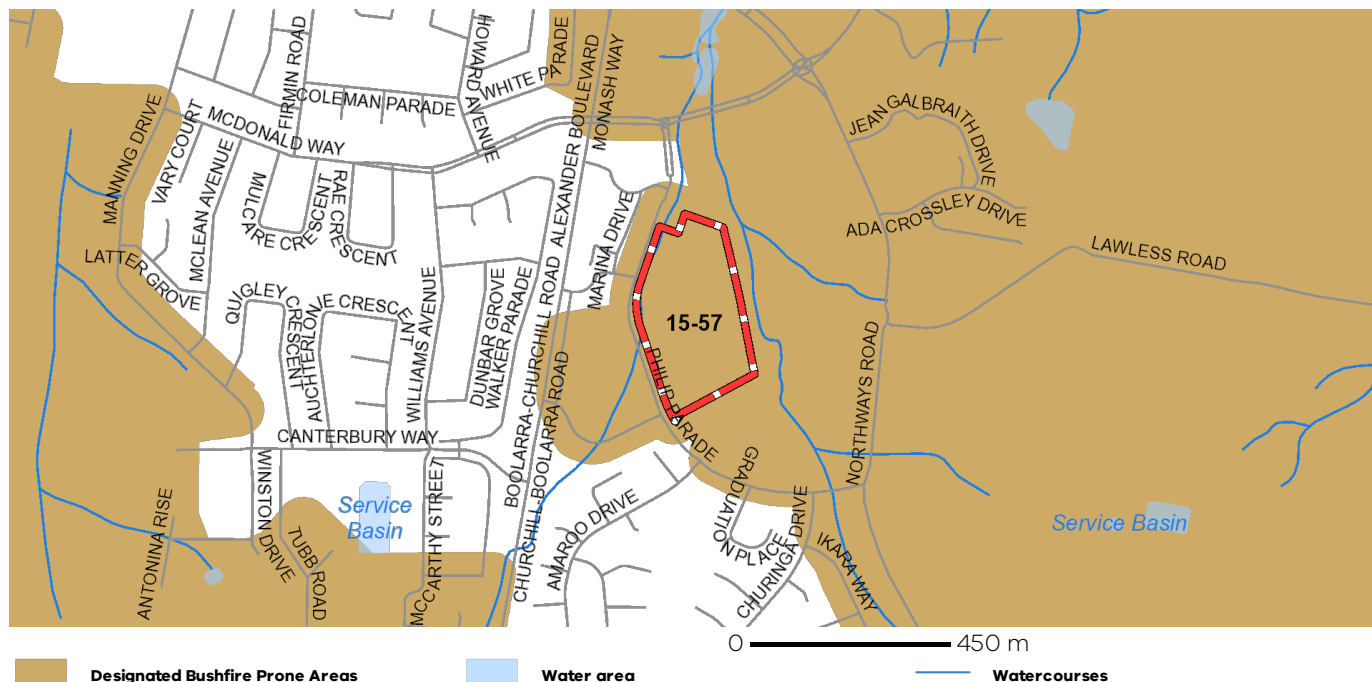
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

ADDRESS OF THE LAND: 15-57 Philip Parade, CHURCHILL

Description: L 4 PS 309824

THE PERMIT ALLOWS: Forty Seven (47) Lot Staged Subdivision and Native Vegetation Removal, in accordance with the endorsed plan(s)

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

DATE OF AMENDMENT	BRIEF DESCRIPTION OF AMENDMENT
18 September 2019	This planning permit has been extended pursuant to Section 69 of the Planning and Environment Act 1987. The permit will now expire if Stage 1 of the subdivision is not certified by 19 September 2021.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The layout of the subdivision as shown on the endorsed plan must not be altered without the permission of the Responsible Authority.
2. The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed in writing by the Responsible Authority.

Detailed Landscape Plans:

3. Prior to certification of the plan of subdivision for each stage of the subdivision, a detailed landscape plan for all public open space areas to be developed as part of this permit, including streets, parklands, entry features, drainage reserves, wetlands and community use areas must be prepared by a person suitably qualified or experienced in landscape design and submitted to the Responsible Authority for its approval. When approved the plan will be endorsed and will then form part of the

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

permit. The landscape plan must be drawn to scale with dimensions and an electronic copy (PDF) should be provided on Spear if available. The landscape plan must be consistent with any development plan/landscape master plan already endorsed in respect of the land and must show:

- a) New plantings including their layout to be provided in any road reserves and municipal reserves.
- b) A detailed planting schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- c) The supply and spread of sufficient topsoil and subsoil if required on the proposed areas of open space to provide a stable, free draining surface free of compaction and hydro-seeding of proposed grass areas (including within drainage reserves).
- d) All proposed open space and streetscape embellishments (including materials and finishes) such as installation of pathways, garden beds, seating, shelters, picnic facilities, BBQ's, boardwalks, tree planting, signage, lighting, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies.
- e) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls, fencing or bollards, garden edging.
- f) Additional supporting information, such as certified structural designs or building forms.
- g) Vehicle access points for maintenance purposes.
- h) Mechanisms/structures for the exclusion of vehicles from

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

landscaped areas.

- i) The removal of existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.
- j) Design and construction layouts for equipment in playground areas that comply with the Australian Standard 4685:2014
- k) All proposed street-tree planting using semi-advanced trees, with minimum container size of 45 litres.
- l) Location of public lighting.
- m) Details of all boundary fencing along Council reserve boundaries, which provide for timber paling fences no higher than 1.2 metres or approved 75% permeable fencing or other fencing approved in writing by the Responsible Authority.
- n) Details of tree protection zones
- o) A detailed maintenance plan for all proposed landscape features outlined in the detailed landscape designs. The maintenance plan must include a schedule which details the following:
 - Frequency of maintenance visits
 - Minimum maintenance standards for grass cutting, weed management, plant maintenance, tree watering and care, litter management, mulch coverage and playground/ street furniture maintenance and repairs.
 - Costs associated with the maintenance that will be carried out during the permit holders maintenance period.

Once approved, the maintenance plan will then form part of the permit.

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

Landscape works to be completed:

4. Prior to the issue of a Statement of Compliance for each stage or by such later date as is approved by the Responsible Authority in writing, the landscape works for that stage must be carried out and completed to the satisfaction of the Responsible Authority. All landscape works carried out must be completed as per the detailed landscape plan for each stage of the subdivision and maintained to the satisfaction of the Responsible Authority for a period of two years as detailed in the endorsed landscape maintenance plans.

Tree protection zones:

5. Prior to the commencement of works for Stage 1 or as agreed in writing by the Responsible Authority, a fence must be erected around all trees that will be retained on the site. This fence will protect the tree by demarcating the tree retention zone and must be erected at a radius of 12 x diameter at breast height (DBH) to a maximum of 15m but no less than 2m from the base of the trunk. The fence must be constructed of star pickets/chain mesh or similar to the satisfaction of the Responsible Authority.

Except with the written consent of the responsible authority, none of the following are to occur within the tree retention zone:

- Vehicle or pedestrian access;
- Trenching or soil excavation
- Storage or dumping of tools, equipment, waste or fill;
- Construction of entry and exit pits for underground services;
- Preparation of chemicals, including preparation of cement products;
- Refuelling
- Temporary or permanent installation of utilities and signs;
- Physical damage to the tree

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

Public Open Space Contribution:

6. Prior to a Statement of Compliance being issued for Stage 3 under the *Subdivision Act 1988*, the applicant or owner must pay to the Responsible Authority:
- a) a sum equivalent to 2 per cent of the site value of the Commercial 1 Zone land (balance lot) in the subdivision; and
 - b) any costs associated with valuation of the land including valuers fees.

The permit holder must make a request to Council to commence the process involved with this condition.

Design Guidelines:

7. Prior to a Statement of Compliance being issued for Stage 2 under the *Subdivision Act 1988*, the permit holder must prepare design guidelines to the satisfaction of the Responsible Authority for all residential lots abutting public open space, including medium density lots, specifying:
- a) Where appropriate, specification that dwellings must not present 'back fences' to the public open space areas.
 - b) Specification that any fencing adjoining a public open space reserve must be no higher than 1.2m high or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority.
 - c) Guidance as to appropriate dwelling design to provide a positive interface with public land including active frontages and passive surveillance, garage location, building materials, fencing and landscaping.
 - d) Requirement that any development on the relevant lots must be in

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

accordance with the design guidelines except with written consent from the Responsible Authority.

8. Prior to a Statement of Compliance being issued for Stage 2, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the *Planning and Environment Act 1987* and must make application to the Registrar of Titles to have the agreement registered on the title to land under Section 181 of the Act, which registers the design guidelines endorsed under Condition 8 to all residential lots abutting a public open space reserve.

The owner must pay the reasonable costs of preparation, review, and execution and registration of the Section 173 Agreement.

The Applicant/Owner must provide Council with a copy of the dealing number issued by the Titles Office. Once titles are issued the Applicant or its legal representative must provide to the Responsible Authority either:

- a) a current title search; or
- b) a photocopy of the duplicate certificate of Title

as evidence of registration of the Section 173 Agreement on title.

Churchill Early Years Contribution:

9. Prior to certification of the Plan of Subdivision under the *Subdivision Act 1988* for Stage 1 of the subdivision hereby permitted, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the *Planning and Environment Act 1987* and make an application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of The Act, which provides that the owner of the land will contribute \$127 per lot (excluding GST), prior to statement of compliance being issued for each stage, towards the enhancement of Churchill's Early Years Services, in accordance with the endorsed Philip Parade Development Plan.

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

The contribution is subject to annual indexing based on Rawlinsons Construction Cost Guide as amended.

Upon payment of each applicable stage, the Section 173 Agreement is to be removed from that portion of the title. The Section 173 Agreement must include a sunset clause effective at the completion of the final stage of the subdivision.

The owner/applicant must pay the reasonable costs of the preparation, review, execution and registration of the Section 173 Agreement.

Prior to Statement of Compliance being issue for Stage 1 the Applicant/Owner must provide Council with a copy of the dealing number issued by the Titles Office. Once titles are issued the applicant or its legal representative must provide to the Responsible Authority either:

- a) a current title search; or
- b) a photocopy of the duplicate certificate of Title

as evidence of registration of the Section 173 Agreement on title.

Environmental Conditions:**10. Fencing along creek reserve**

Prior to the issue of a Statement of Compliance for Stage 3, bollards, knee rail fencing, or post and rail fencing must be installed along the interface between the proposed road reserve and the Eel Hole Creek reserve. This must be constructed of treated timber or hardwood timber, to a standard that prevents vehicle access, to the satisfaction of the Responsible Authority.

11. Vegetation removal and works in creek reserve

Prior to the certification of Stage 2 and any works in the Eel Hole Creek

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

reserve, a Creek Reserve Vegetation Retention and Removal Plan must be prepared to the satisfaction of the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The plan must show:

- a) the extent of works within the creek reserve, including the full extent of construction impact eg. vehicle and machinery access;
- b) the location, area and type of all vegetation to be removed;
- c) the location, area and type of all vegetation to be retained;
- d) the measures to be used to protect the retained vegetation during construction, in accordance with *AS 4970-2009 – Protection of trees on development sites*;
- e) a Biodiversity Assessment report or Biodiversity Impact and Offset Requirements report, in accordance with the *Permitted clearing of native vegetation – Biodiversity assessment guidelines* (DEPI 2013) and *Native vegetation gain scoring manual* (DEPI 2013), or equivalent provisions at the time of submitting the report; and
- f) the measures to be used to secure the offset for the native vegetation identified to be removed in the Biodiversity Assessment report or Biodiversity Impact and Offset Requirements report.

This includes but is not limited to any native vegetation removal required for the construction of stormwater infrastructure, boundary fencing, landscaping or pedestrian access that has been identified elsewhere in this permit.

The extent of native vegetation removal must be avoided and minimised as far as possible through the design of stormwater infrastructure and other works to the satisfaction of the Responsible Authority.

All works constructed or carried out within the Eel Hole Creek Reserve

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

must be in accordance with the endorsed Creek Reserve Vegetation Retention and Removal Plan.

12. Notification of permit conditions

Before works on any stage start, the permit holder must advise all persons undertaking the vegetation removal or works on site of all relevant permit conditions and associated statutory requirements.

13. Protection of remnant vegetation to be retained

Before the commencement of any works for Stage 2, a native vegetation protection fence must be erected across the Eastern boundary of the site, where it abuts the Eel Hole Creek reserve. The protection fence must be constructed of star pickets/chain mesh/barricade mesh or similar, to a standard that prevents vehicle access and wind-blown construction rubbish, to the satisfaction of the Responsible Authority. The protection fence must remain in place until all works are completed to the satisfaction of the Responsible Authority.

Except with the written consent of the Responsible Authority, or in accordance with the endorsed Creek Reserve Vegetation Retention and Removal Plan, within the Eel Hole Creek reserve the following are prohibited:

- vehicular or pedestrian access;
- trenching or soil excavation;
- storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products;
- entry and exit pits for underground services; and
- any other actions or activities that may result in adverse impacts to native vegetation.

14. Offset requirement

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

To offset the removal of native vegetation, the permit holder must secure a native vegetation offset, in accordance with the *Permitted clearing of native vegetation – Biodiversity assessment guidelines* (DEPI 2013) and *Native vegetation gain scoring manual* (DEPI 2013) as specified below:

- a) For the removal of three scattered trees in the Philip Parade road reserve, a general offset of 0.009 general biodiversity equivalence units with the following attributes:
- be located within the West Gippsland Catchment Management Authority boundary or Latrobe City Council municipal district
 - have a strategic biodiversity score of at least 0.144.
- b) For the removal of native vegetation in the Eel Hole Creek reserve, an offset as specified in the Biodiversity Assessment report or Biodiversity Impact and Offset Requirements report required by Condition 11, and have the attributes as specified in that report.

15. Offset evidence and timing

Before any native vegetation is removed, evidence that the required offset for the relevant stage has been secured must be provided to the satisfaction of the Responsible Authority.

The offset evidence can be:

- a) a security agreement signed by both parties, to the required standard, for the offset site or sites, including a 10 year offset management plan, and/or
- b) an allocated credit extract from the Native Vegetation Credit Register.

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

A copy of the offset evidence will be endorsed by the Responsible Authority and form part of this permit. Within 30 days of endorsement of the offset evidence by the responsible authority, a copy of the endorsed offset evidence must be provided to the Department of Environment, Land, Water and Planning.

16. Monitoring and reporting on onsite offset implementation

In the event that a security agreement is entered into as per the condition above, the applicant must provide the annual offset site condition report to the Responsible Authority by the anniversary date of the execution of the offset security agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.

17. Offsets in Bushfire Management Overlay (BMO) areas

Unless otherwise agreed in writing by the Country Fire Authority and the Department of Environment, Land, Water and Planning, offsets must not be located within the 150 metre BMO assessment area in accordance with the *Planning for Bushfire Victoria, Guidelines for Meeting Victoria's Bushfire Planning Requirements* (CFA 2012).

Engineering Conditions:

18. Stormwater Management Plan

Prior to the certification of the Plan of Subdivision under the *Subdivision Act 1988* for Stage 1 of the development hereby permitted, an addendum to the Philip Parade Stormwater Management Statement to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Once approved, the addendum report will then form part of the permit. The addendum report is to draw from the Philip Parade, Churchill - Stormwater Management Statement (Millar Merrigan November 2016) and must address the following:

a) Details of any interim or staging of the works and how these will

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

impact upon discharges from the land, on-site detention and water quality requirements.

- b) A detailed maintenance plan for all proposed water sensitive urban design features. The maintenance plan must include a schedule of and requirements for inspections to be undertaken, and how and when remediation and routine maintenance works are to be undertaken.

19. Road Names

Prior to certification of the plan of subdivision under the *Subdivision Act 1988*, the operator of this permit shall provide documentary evidence to the satisfaction of the Responsible Authority in support of all proposed new road names shown on the plan. Documentation must include a completed "Road Name History" form. All proposed new road names must comply with the naming principles described in the Victorian Government's "*Naming rules for places in Victoria, Statutory requirements for naming roads, features and localities – 2016*".

20. Certification Plans

Plans submitted for certification for each stage of the development under the *Subdivision Act 1988* must show to the satisfaction of the Responsible Authority:

- a) Easements for drainage purposes,
- b) A carriageway easement measuring 30 metres by 30 metres for all temporary vehicle turn-around areas proposed as part of this development and where the turn-around area is not located within a road reserve.
- c) Road reserve widths complying with the Philip Parade Development Plan and the endorsed plans under this permit,
- d) Splays at the future cross-road intersection on Philip Parade

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

appropriate to allow for the construction of a roundabout at this intersection as shown in the Philip Parade Development Plan,

- e) Splays, a minimum of 3 metres by 3 metres unless required otherwise, at all intersections of the local road network,
- f) Street names complying with the requirements of the Victorian Government's "*Naming rules for places in Victoria, Statutory requirements for naming roads, features and localities – 2016*"; and
- g) A restriction on the plan of subdivision in relation to collection of refuse for Lot 216 from bins placed on bin collection areas located within the road reserve.

21. Functional Layout Plans

Prior to the lodgement of engineering construction plans and specifications for each stage of the subdivision, a functional layout plan for the stage of subdivision must be submitted to and approved by the Responsible Authority. When approved the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale with dimensions and an electronic copy in PDF format provided. The functional layout plan must incorporate the following:

- a) A fully dimensioned subdivision layout, including proposed street names, approximate lot areas, lot numbers and widths of street reservations.
- b) Topography and existing features, including contours for the subject land and any affected adjacent land.
- c) The location 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

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

on site (if any).

- e) Any trees proposed for removal from the site clearly designated.
- f) Typical cross-sections for each street type, dimensioning individual elements, services offsets and street trees.
- g) Details of intersection treatments and traffic calming measures in accordance with Latrobe City Council's Design Guidelines and Austroads' Guide to Traffic Management. The intersection with Philip Parade must provide either of the following treatments, as required at the time of development:
 - i. Provision for the construction of a roundabout at the future cross-road intersection on Philip Parade as shown in the Philip Parade Development Plan.
 - ii. Should the subdivision permitted under this permit create a cross-road intersection on Philip Parade, construction of a roundabout as required in the Philip Parade Development Plan.
- h) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, line marking and traffic controls.
- i) The provision of vehicle crossings to provide access to lots abutting Philip Parade. Double crossings to minimise separate access points should be provided where possible.
- j) The proposed minor drainage network.
- k) The major drainage system, including any watercourse, wetland, silt pond or other water sensitive urban design devices, and/or piped elements showing preliminary sizing and any land required for maintenance access.
- l) Overland stormwater flow paths (100 year ARI) to indicate how

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

excess runoff will be safely conveyed along road or drainage reserves to its destination including from adjacent upstream areas.

- m) Drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance.
- n) Preliminary location of reserves for electrical kiosks;
- o) Works external to the subdivision, including both interim and ultimate access requirements.
- p) Intersections with roads external to the subdivision.
- q) A bin collection area located within the road reserve adjacent to Lot 215 for the collection of refuse from bins for Lot 216.

22. Location of Entrance Features and Utility Services

The provision of entrance features to the development such as estate signage shall not be located within any road or public open space reserves unless with the written agreement of the Responsible Authority.

23. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless with the written agreement of the Responsible Authority.

24. Site Management Plans

Prior to the commencement of any road, drainage or landscaping works associated with each stage of the subdivision, a Site Management Plan shall be submitted to and approved by the Responsible Authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The Site Management Plan must include:

- a) Traffic management measures - the plan must detail measures

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

proposed to protect and maintain vehicle use of the existing road system and pedestrians using existing footpaths adjacent to the development, how site access will be obtained, how construction vehicles will access and egress the site and the management of public access to the site. The plan must include details of all signage on adjacent roads.

- b) Construction management measures - the plan must outline how issues such as deliveries, noise, mud on roads, and dust generation will be managed onsite during the construction phase. Details of a contact person/site manager must also be provided, so that this person can be easily contacted should any issues arise.
 - c) An environmental management plan for the works detailing techniques for erosion prevention, temporary drainage and sediment control measures and vegetation protection during the construction of the works and post construction. Reference should be made to the Environment Protection Authority's publication 960 '*Doing it right on subdivisions*'.
 - d) Cultural protection issues – the plan must demonstrate how the recommendations of any Cultural Heritage Management Plan applying to the land are to be carried out.
25. Control measures in accordance with the approved Site Management Plan shall be employed throughout the construction of the works to the satisfaction of the Responsible Authority. The Responsible Authority must be kept informed in writing of any departures from the Site Management Plan. If in the opinion of the Responsible Authority the departure from the approved plan is significant then an amended plan must be submitted to and approved by the Responsible Authority. The approved measures must be carried out continually and completed to the satisfaction of the Responsible Authority.
26. Polluted drainage must be treated and/or absorbed on the lot from which it emanates to the satisfaction of the Responsible Authority. Polluted drainage must not be discharged beyond the boundaries of the

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

lot from which it emanates or into a watercourse or easement drain.

27. Detailed Engineering Plans

Prior to the commencement of any road and/or drainage works for each stage of the subdivision, detailed engineering plans and specifications must be submitted to the satisfaction of and approved by the Responsible Authority. The engineering plans must be generally in accordance with the approved Functional Layout Plans and consistent with the approved landscape detail plans. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and an electronic copy in PDF format must be provided. The plans must include:

- a) Design and construction of all new roads including connections to existing roads. Roads shall be designed and constructed in accordance with the Philip Parade Development Plan, the endorsed plans and Latrobe City Councils "Design Guidelines".
- b) Temporary vehicle turnarounds at the ends of streets to be continued in future stages, including a low maintenance sealed surface. Turning areas must be a minimum of 20 metres in diameter.
- c) Provision for, or construction of, a roundabout at the intersection with Philip Parade as required at the time of subdivision.
- d) Vehicle crossings must be constructed to provide access to lots abutting Philip Parade. Double crossings to minimise separate access points should be provided where possible.
- e) All redundant vehicle crossings must be removed and kerb and channel and grassed naturestrip reinstated.
- f) Concrete footpaths along both sides of all proposed streets, unless otherwise required and 2.5 metre minimum width concrete shared pedestrian/bicycle paths to be provided in accordance with Latrobe

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

City Council's Design Guidelines and the endorsed plans.

- g) Underground piped drainage to each lot and provision of over-land surcharge routes and cut-off drains. Drainage plans must include hydraulic computations. The stormwater drainage system must:
- Be designed to take the 1 in 5 year ARI storm event,
 - Meet the current best practice performance objectives for stormwater quality as contained in the "Urban Stormwater Best Practice Environmental Management Guidelines, CSIRO 1999" as amended,
 - Ensure that flows downstream of the subdivision site are restricted as proposed in the endorsed Stormwater Management Statement.
- h) Provisions shall be made for stormwater from all storm events greater than the 1 in 5 year event and up to and including the 1 in 100 year ARI storm event including:
- Provision of over-land stormwater surcharge routes and cut-off drains for the safe and effective passage of stormwater flows arising from both within the development and from areas upstream of the development.
 - All new and existing lots should be free from inundation.
 - All streets, footpaths and cycle paths that are subject to flooding must meet the safety criteria $d_a v_{ave} < 0.35 \text{ m}^2/\text{s}$ (where d_a = average depth in metres and v_{ave} = average velocity in metres per second).
- i) Construction of drainage swales generally as proposed in the approved Stormwater Management Statement. The swales shall be designed to achieve the following objectives for environmental quality as set out in the Urban Stormwater Best Practice

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

- j) Environmental Management Guidelines, CSIRO 1999:
 - 80% retention of the typical annual load of suspended solids;
 - 45% retention of the typical annual load of total phosphorus;
 - 45% retention of the typical annual load of total nitrogen; and
 - 70% retention of the typical annual load of gross pollutants.
- k) Appropriate intersection treatments and traffic calming measures in accordance with Latrobe City Council's Design Guidelines and Austroads' Guide to Traffic Management. Provision must be made for the construction of a roundabout at the future cross-road intersection on Philip Parade as shown in the Philip Parade Development Plan.
- l) Street lighting in accordance with Australian Standard AS1158, along all new roads and all new shared paths and upgraded street lighting at the locations of proposed intersection works external to the development.
- m) All traffic signage, street name signage and road pavement line marking.
- n) High stability permanent survey marks at locations in accordance with Latrobe City Council's Design Guidelines, levelled to the Australian Height Datum and coordinated to the Map Grid of Australia (MGA94).
- o) A bin collection area located within the road reserve adjacent to Lot 215 for the collection of refuse from bins for Lot 216.

28. Stormwater detention tanks

Prior to the issue of a Statement of Compliance for Stage 1 of this subdivision under the *Subdivision Act 1988*, the operator of this permit must enter into an agreement with the Responsible Authority, made pursuant to Section 173 of the Planning and Environment Act 1987, to

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

the effect that:

- a) Every dwelling erected on a lot created by subdivision of the land must, in a proper and workmanlike manner to the reasonable satisfaction of the Responsible Authority, prior to the Occupancy Permit being issued for the dwelling either:
 - i. Install a stormwater detention tank which has a minimum of 2,000 litres of tank storage capacity above an unrestricted 52 mm diameter outlet without gate valve or tap fixture permanent plumbed into the stormwater system and all roof areas of the dwelling must be connected directly to the detention tank ; or
 - ii. Provide an alternative stormwater detention solution first approved in writing by the Responsible Authority which requires the Owner to submit engineering plans and hydraulic calculations prepared by an appropriately qualified engineer, to the Responsible Authority for the review; and
- b) Make application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and
- c) Pay the reasonable costs of the preparation, review, and execution and registration of the Section 173 Agreement; and
- d) Provide Council with a copy of the dealing number issued by the Titles Office; and
- e) Once titles are issued, provide either:
 - i. a current title search; or
 - ii. a photocopy of the duplicate certificate of Title as evidence of Registration of the Section 173 Agreement on title.

29. Engineering requirements prior to compliance

Date Issued: 19 September 2019


Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

Before a Statement of Compliance is issued for each relevant stage of this subdivision under the *Subdivision Act 1988*, the operator of this permit must construct road works, drainage and other civil works to the satisfaction of the Responsible Authority, in accordance with the engineering plans and specifications approved by the Responsible Authority for the stage and must include:

- a) All proposed new roads in accordance with the endorsed plans.
- b) Concrete footpaths along both sides of all proposed streets and shared pedestrian/bicycle paths to be provided in accordance with the endorsed plans and Latrobe City Council's Design Guidelines.
- c) Intersection treatments and traffic calming measures.
- d) Vehicle crossings must be constructed to provide access to lots abutting Philip Parade.
- e) Removal of all redundant vehicle crossings and reinstatement of kerb and channel and grassed naturestrip.
- f) Underground piped drainage to convey stormwater from each lot to the legal point of discharge for the 1 in 5 year ARI storm event. Prior to the issue of the certificate of practical completion, CCTV results for the full length of all storm water drainage pipes for which Latrobe City Council will become responsible at the expiry of the maintenance period, must be submitted for assessment. The CCTV work is to be performed by an independent specialist contractor at the permit operator's cost. The submitted information is to be to the satisfaction of the Responsible Authority.
- g) Works to ensure that flows downstream are in accordance with the approved stormwater management plan.
- h) Works to ensure the stormwater management system meets current

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

best practice performance objectives for stormwater quality.

- i) Provisions for stormwater from all storm events greater than the 1 in 5 year event and up to and including the 1 in 100 year ARI storm event including:
 - i. Provision of over-land stormwater surcharge routes and cut-off drains for the safe and effective passage of stormwater flows.
 - ii. Arrangements for the capture of overland stormwater flows from adjacent upstream areas not previously developed.
 - iii. All new and existing lots should be free from inundation.
 - iv. All streets, footpaths and cycle paths that are subject to flooding must meet the safety criteria $d_{ave} < 0.35 \text{ m}^2/\text{s}$ (where d_{ave} = average depth in metres and v_{ave} = average velocity in metres per second).
- j) Earthworks within the development to ensure that vehicle access can be obtained to each proposed allotment.
- k) Street lighting along all new roads and shared paths and upgraded street lighting at the locations of proposed intersection works with external roads.
- l) All traffic signage, street name signage and road pavement line marking.
- m) The installation and registration of high stability permanent survey marks.
- n) Provision of temporary vehicle turnarounds with a low maintenance sealed surface, at the end of all streets proposed to be continued in a later stage of the development, where there are new lots with frontage onto the completed sections of those streets.

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

30. Before a Statement of Compliance is issued for any stage of this subdivision under the *Subdivision Act 1988*, the operator of this permit must construct fences along all allotment boundaries abutting reserves. Fences shall be timber paling no higher than 1.2 metres or approved 75 percent permeable fencing or shall be in accordance with any Design Guidelines prepared under the requirements of this permit.
31. Before a Statement of Compliance is issued for any stage of this subdivision under the *Subdivision Act 1988*, the operator of this permit must pay to Latrobe City Council:
- a) For all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, an engineering plan checking fee of an amount equivalent to 0.75% of the estimated cost of constructing the works proposed on the engineering plans,
 - b) For all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, an amount equivalent to 2.5% of the estimated cost of constructing the works which are subject to supervision, and
 - c) The sum of \$490 per 20 metres of street length or per lot frontage (whichever provides for the greater number of street trees), for the provision of street trees along all streets where street trees are not planted by the operator of this permit.
32. Before a Statement of Compliance is issued for any stage of this subdivision under the *Subdivision Act 1988*, the operator of this permit must provide to the satisfaction of the Responsible Authority:
- a) Final as-built plans for all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, in an electronic format complying with A-Spec requirements, levelled to the Australian Height Datum and coordinated to the Map Grid of Australia (MGA94).
 - b) Final as-built plans in an electronic DWG format, for all works to

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

become the responsibility of Latrobe City Council at the expiry of the maintenance period.

- c) Certification by a licensed surveyor of the registration of all constructed Permanent Survey Marks.
- d) Written records of all inspections undertaken during the maintenance period for the works, in accordance with the requirements of Latrobe City Council's Road Management Plan, any defects identified during those inspections and the date and time of rectification of the defects.

33. Before a Statement of Compliance is issued for this subdivision under the *Subdivision Act 1988*, the maintenance period, including any defects liability period, for all works to become the responsibility of Latrobe City Council, must be completed to the satisfaction of the Responsible Authority unless an arrangement to secure compliance with this condition has been agreed to in writing by the Responsible Authority under Section 21(1)(b)(ii) of the *Subdivision Act 1988*.

34. Maintenance:

Unless otherwise required in this permit, all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, shall be maintained by the operator of this permit for a period of three months from the date of practical completion of the works. Maintenance of road works shall include all inspections required in accordance with Latrobe City Council's Road Management Plan. At the end of this maintenance period, a Defects Liability Period of nine months shall then apply to the works at the end of which time Final Completion of the works will be issued.

35. The operator of this permit must maintain to the satisfaction of the
- Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

responsible authority, all water sensitive urban design (WSUD) devices constructed under this permit for a period of two (2) years. The maintenance period shall commence on the date the construction of the WSUD devices is certified by the Responsible Authority as practically complete. The maintenance of water sensitive urban design (WSUD) devices constructed under this permit must include full routine maintenance works including monthly, quarterly and annual inspections, weed removal, sediment clean out, litter management and remedial works as prescribed in the approved WSUD maintenance plan. The operator of this permit must provide copies to the Responsible Authority within one (1) calendar month of each inspection, of all maintenance inspection forms completed for each inspection, any defects identified and the date and time rectification works were completed. Any defects occurring during the maintenance period shall be rectified by the operator of this permit to the satisfaction of the Responsible Authority.

36. Staging

The subdivision may be completed in stages. Each stage must be to the satisfaction of the Responsible Authority. The stages may include or require drainage or other works outside the physical bounds of any lots in any stage.

Telecommunications Condition:

37. The owner of the land must enter into an agreement with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

National Broadband Network will not be provided by optical fibre.

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:

- c) 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
- d) 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.

APA Group Conditions:

38. The operator of this permit must satisfy the following conditions of APA group:
- a) Easements in favour of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
 - b) 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 Conditions:

39. The operator of this permit must satisfy the following conditions of AusNet Electricity Services Pty Ltd:
- a) The plan of subdivision submitted for certification must be referred to

Date Issued: 19 September 2019


Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme


Responsible Authority: Latrobe City Council

AusNet Electricity Services Pty Ltd in accordance with Section 8 of the Subdivision Act 1988.

The applicant must:

- b) Enter in an agreement with AusNet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
- c) Enter into an agreement with AusNet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
- d) 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.
- e) 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.
- f) Obtain for the use of AusNet Electricity Services Pty Ltd any other easement required to service the lots.
- g) 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.
- h) Set aside on the plan of subdivision Reserves for the use of AusNet Electricity Services Pty Ltd for electric substations.
- i) Provide survey plans for any electric substations required by AusNet

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

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.

- j) 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.
- k) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AusNet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
- l) 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.

Gippsland Water Conditions:

- 40. Prior to the issue of a Statement of Compliance, the operator of this permit must:
 - a) Pay New Customer Contributions to Gippsland Water for each service (water and/or wastewater) provided to each lot created by this development. These charges are based on Gippsland Water's rates at the time of payment and are associated with additional infrastructure that Gippsland Water will be required to operate and maintain to ensure ongoing servicing of this development.
 - b) The owner of the land must enter into a formal Developer Works

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

Deed of Agreement with Gippsland Water, under the Corporation's Land Development system, for the complete construction of works necessary for the provision of water supply and sewerage services to all lots of the subdivision. Pay to Gippsland Water any fees and contributions and satisfy all conditions pertaining to the aforementioned deed.

- c) Design plans to be submitted outlining the size and the location of the works to determine where easements will be required. These plans must be endorsed by Gippsland Water prior to Gippsland Water consenting to certification of the relevant plan.
- d) Install water services to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to Gippsland Water.
- e) Carry out works necessary to ensure all existing water services supplying the land are contained solely within the boundary of the individual lot(s), to the satisfaction of Gippsland Water. On completion of these works the owner must sign and return the Water Servicing Declaration provided by Gippsland Water.
- f) Install sewer services to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to Gippsland Water.
- g) Create Reserves and/or Easements in favour of the Central Gippsland Region Water Corporation over all existing and proposed water and sewerage works located within the subdivision. Easements are to be for Pipeline or Ancillary Purposes.
- h) If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.
- i) Any plan of subdivision of the subject land lodged for certification

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

shall be referred to Gippsland Water under Section 8(1) of the
Subdivision Act 1988.

WGCMA Conditions:

41. A Stormwater Management Plan must be developed to the satisfaction of the West Gippsland Catchment Management Authority, which details appropriate Water Sensitive Urban Design features as per the Philip Parade Development Plan (December 2016) and confirms that stormwater treatment will exceed best practice guidelines. The final plan must provide detailed design drawings, landscape plans including plant densities and an appropriate maintenance schedule.

Expiry of Permit:

42. This permit will expire if:
- a) the plan of subdivision for the first stage (stage 1) of the subdivision is not certified within 2 years of the date of this permit; or
 - b) the plan of subdivision for the last stage (stage 3) of the subdivision is not certified within 10 years of the date of this permit; or
 - c) the registration of the last stage (stage 3) of the subdivision is not completed within 5 years of certification of that plan of subdivision.

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

Note: The commencement of the subdivision is regarded by Section 68(3A) of the *Planning and Environment Act 1987* as the certification of the plan, and completion is regarded as the registration of the plan.

Note 1. In accordance with Section 17 of the *Subdivision Act 1988*, the works required to be undertaken under this permit as part of the

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

subdivision hereby permitted, shall not commence until the Plan of Subdivision has been certified and the engineering plans for the works required have been approved.

Note 2. In accordance with the requirements of the Road Safety (Traffic Management) Regulations, a responsible entity for a road or road-related area (as defined in the *Road Safety Act*) may install Major Traffic Control Devices on the road or road-related area only with the written approval of VicRoads.

Note 3. Gippsland Water Notes

The owner/developer of the subject land is required to obtain an 'Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services' (extension of water and/or sewer mains) and/or a 'Property Connection's Quote Request' form and submit to Gippsland Water for a quote detailing costs & servicing requirements.

All requirements of the Developer Works Deed of Agreement and/or conditions outlined in the Quote, must be fulfilled to the satisfaction of Gippsland Water prior to Gippsland Water consenting to the Issuing of a Statement of Compliance.

The following Gippsland Water forms are available and may be obtained from Gippsland Water's website,
www.gippswater.com.au:

1. Servicing Information Request form – to assist in location of existing assets and services:
<https://www.gippswater.com.au/developers/propertyconnections/property-information-and-requests>

2. Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services for both subdivisional and nonsubdivisional developments (extension of water and/or sewer mains):

Date Issued: 19 September 2019



Signature for the Responsible Authority

FORM 4

Section 63 & 86

PLANNING PERMIT

Permit No.: 2017/73

Planning Scheme: Latrobe Planning Scheme

Responsible Authority: Latrobe City Council

[https://www.gippswater.com.au/application/files/1114/3916/8194/APPLICATION FOR GIPPSLAND WATER DEED OF AGREEMENT.pdf](https://www.gippswater.com.au/application/files/1114/3916/8194/APPLICATION_FOR_GIPPSLAND_WATER_DEED_OF_AGREEMENT.pdf)

3. Property Connections Quote Request form – Residential, Commercial/Industrial, Multi-Tenement (Units), Land Subdivisions – A Property Connections Quote Request form must be completed and forwarded to our Property Connections Team to arrange a quote for the development:
<https://www.gippswater.com.au/developers/propertyconnections/connections>

Note 4. WGCMA Note

All works within 30 metres of a designated waterway require a Works on Waterways permit from the West Gippsland Catchment Management Authority, issued under the *Water Act 1989*.

Application forms are available at the following website:
<http://www.wgcma.vic.gov.au/for-landholders/works-on-waterways>

END CONDITIONS

Date Issued: 19 September 2019



Signature for the Responsible Authority

IMPORTANT INFORMATION ABOUT THIS NOTICE**WHAT HAS BEEN DECIDED?**

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act 1987*.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

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

AA6637

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

Privacy Collection Statement

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

Lodged by	
Name:	HORSEMAN SIM PTY LTD
Phone:	(03) 5135 3300
Address:	154 COMMERCIAL ROAD, MORWELL VIC 3840
Reference:	FCP:IM:200726
Customer code:	16715Q

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the Land hereby transferred and or each part thereof **DO HEREBY COVENANT** with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision PS826074P and each and every part thereof (other than the Land hereby transferred) that we shall not at any time:-

- erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings with such dwelling house to contain a floor area of not less than 130 square metres within the outer walls thereof (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuilding);
- Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which not less than thirty per centum (30%) of the external wall area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish.
- Permit or authorise the Land to be subdivided unless the Transferees first obtains the written approval of Gippsland Development Group Pty. Ltd. (ACN 610506164) which approval may be withheld in its absolute discretion.
- Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which the external walls are constructed of a material other than any of materials referred to on Sub-Clause (b) hereof unless the Transferees first obtain the written approval of which approval may be withheld in its absolute discretion.
- Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of second hand materials apart from secondhand bricks which if used must be covered with cement render;
- Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of materials that are of a reflective nature.
- Erect, place, permit, licence or authorise on the Land hereby transferred any building, the external walls of which are constructed of hardiplank, cement sheet or like materials save for the use of such materials for eave lining, gable ends and in-fills).

35271702A

V3

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

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

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

Privacy Collection Statement

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

-
- (h) Use or permit or allow the Land hereby transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulated on the Land hereby transferred at any time;
 - (i) Use or permit or cause or allow the Land hereby transferred or any part thereof to be used for the purpose of parking, garaging or servicing of any motor vehicle in excess of 5 tonnes gross vehicle mass except of the purpose of loading and unloading goods;
 - (j) Erect or replace on the Land hereby transferred any boundary fencing on the road frontage boundary to the Land and on the side boundaries from the road frontage boundary to a point 1,000mm behind the front building line and erect or replace on the remaining boundaries of the land unless such fencing is constructed of timber exposed posts and capping box paling timber fence that has a height of 1,800mm.
 - (k) Erect, place, permit, licence or authorise on the Land hereby transferred any relocated building.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in Plan of Subdivision PS826074P so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.

35271702A

V3

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

91ATLA

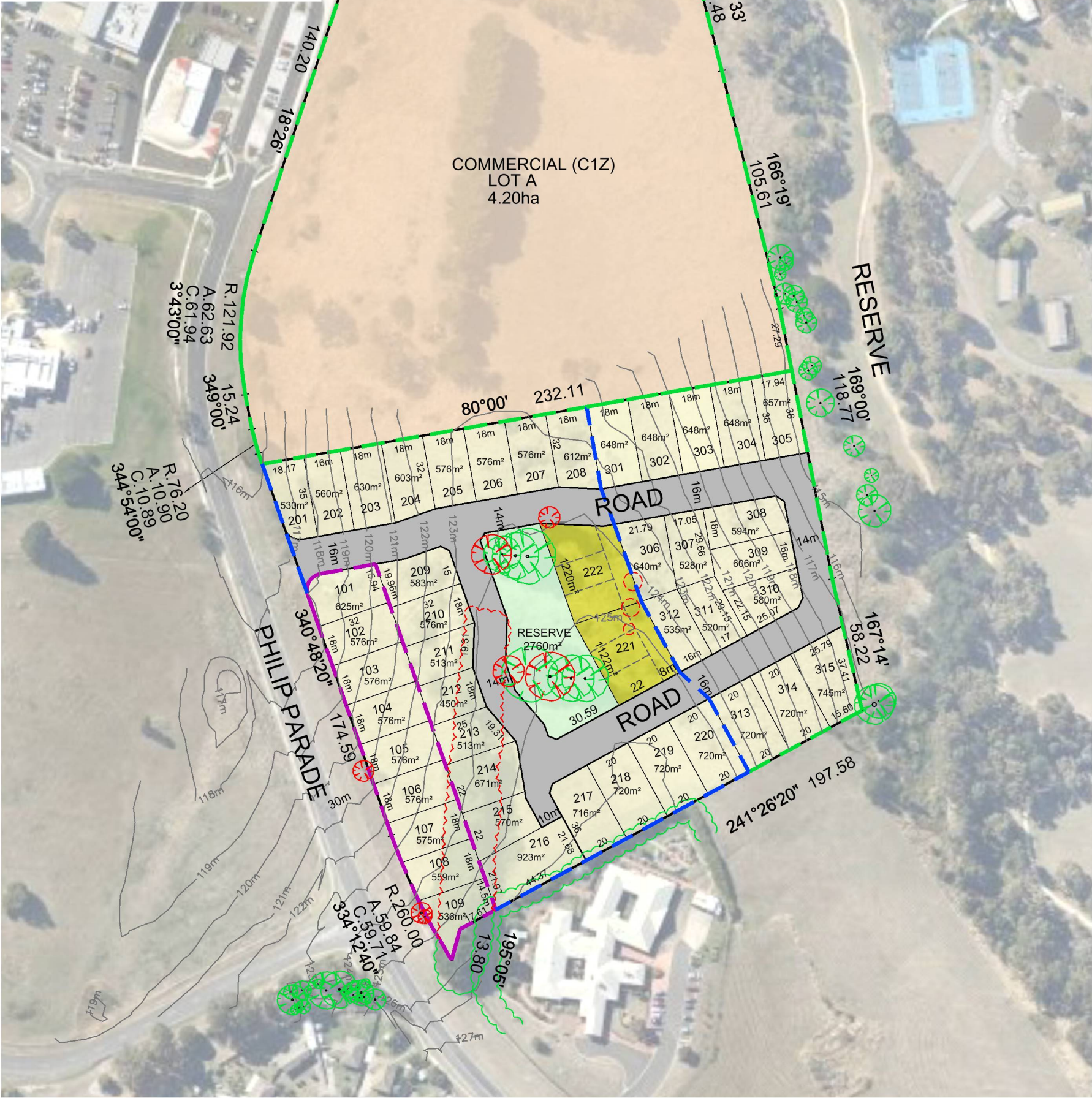
Page 2 of 2

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

LOT 4 on PS309824
Vol.10198 Fol.682
AREA : 8.232ha

44 RESIDENTIAL LOTS @ 599m² AVERAGE
2 MEDIUM DENSITY LOTS 2342m²



3	Moved balance lot from stage 1 to stage 3	JT		17/08/2017
2	Changed retain to remove on trees out the front	JT		29/06/2017
1	Prepared for town planning purposes.	JT	ME	11/4/2017
No.	Revision Description	Drawn	App'd	Date

LEGEND

- STAGE 1 (Lots 101-109)
- STAGE 2 (Lots 201 - 222)
- STAGE 3 (Lot A & 301 - 315)
- RESIDENTIAL LOTS
- COMMERCIAL LOT
- MEDIUM DENSITY LOT WITH INDICATIVE LAYOUT
- LOCAL ROADS
- RESERVE
- TREE TO BE REMOVED
- TREE TO BE RETAINED

DIMENSIONS HEREON ARE SUBJECT TO SURVEY.
THIS PLAN IS SUBJECT TO THE APPROVAL OF VARIOUS STATUTORY AUTHORITIES.
PROPERTY BOUNDARIES SHOWN HEREON ARE DERIVED FROM TITLE.
THE ACCURACY OF THIS INFORMATION HAS NOT BEEN VERIFIED BY THIS OFFICE.
FEATURES & CONTOURS SHOWN HEREON HAVE BEEN TAKEN FROM SURVEY CARRIED OUT BY MILLAR MERRIGAN ON 27/11/2015



PROPOSED SUBDIVISION PLAN

15-57 PHILIP PARADE, CHURCHILL 3842
LATROBE CITY COUNCIL
18732P2_V3
DATE: JUNE 2017

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136
T (03) 8720 9500 **F** (03) 8720 9501
Ausdoc DX 13608 Croydon
admin@millarmerrigan.com.au
millarmerrigan.com.au



NBA Group Pty Ltd ABN 194 748 327 43
Morwell 156 Commercial Road, Morwell 3840
Sale 10 Dawson Street, Sale 3850
Mail P O Box 1170, Sale 3850
M 0418 402 240 **T** (03) 5143 0340
F (03) 5143 1244
nick@nbagroup.com.au
nbagroup.com.au

NBAgroup
M | M

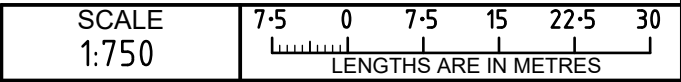
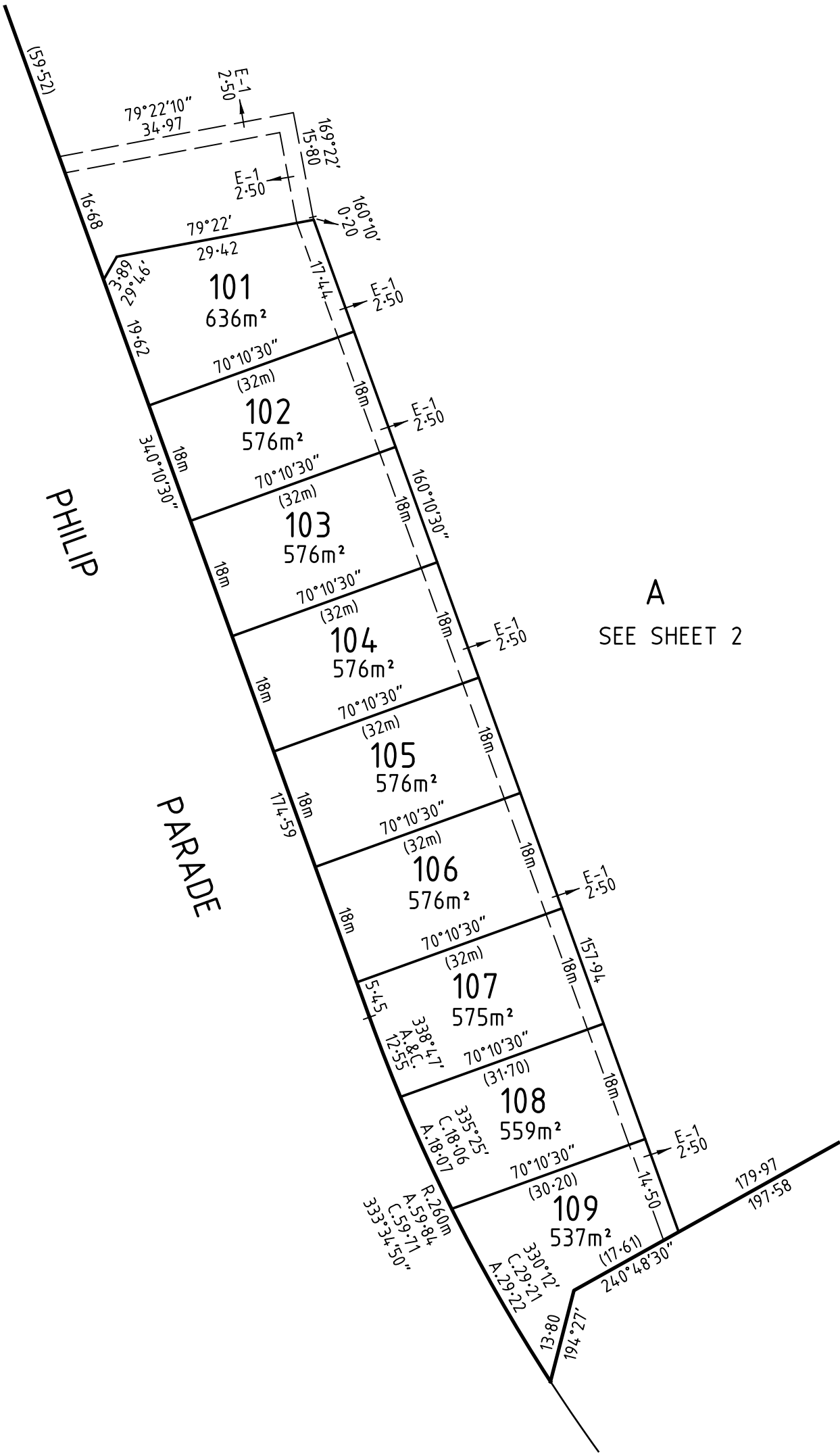
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		<div> <div> <p>SURVEYOR'S REF: 18732S1</p> <p>24/3/2020</p> </div> <div> <p>Digitally signed by: Geoffrey John Ladner, Licensed Surveyor, Surveyor's Plan Version (4), 25/03/2020, SPEAR Ref: S149480J</p> </div> </div>	<div> <div> <p>ORIGINAL SHEET SIZE: A3</p> </div> <div> <p>SHEET 2</p> </div> </div> <div> <p>Digitally signed by: Latrobe City Council, 15/07/2020, SPEAR Ref: S149480J</p> </div>

PS826056R



Millar | Merrigan

Land Development Consultants

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www.millarmerrigan.com.au
survey@millarmerrigan.com.au
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Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 18732S1 24/3/2020

Digitally signed by: Geoffrey John Ladner, Licensed Surveyor,
Surveyor's Plan Version (4),
25/03/2020, SPEAR Ref: S149480J

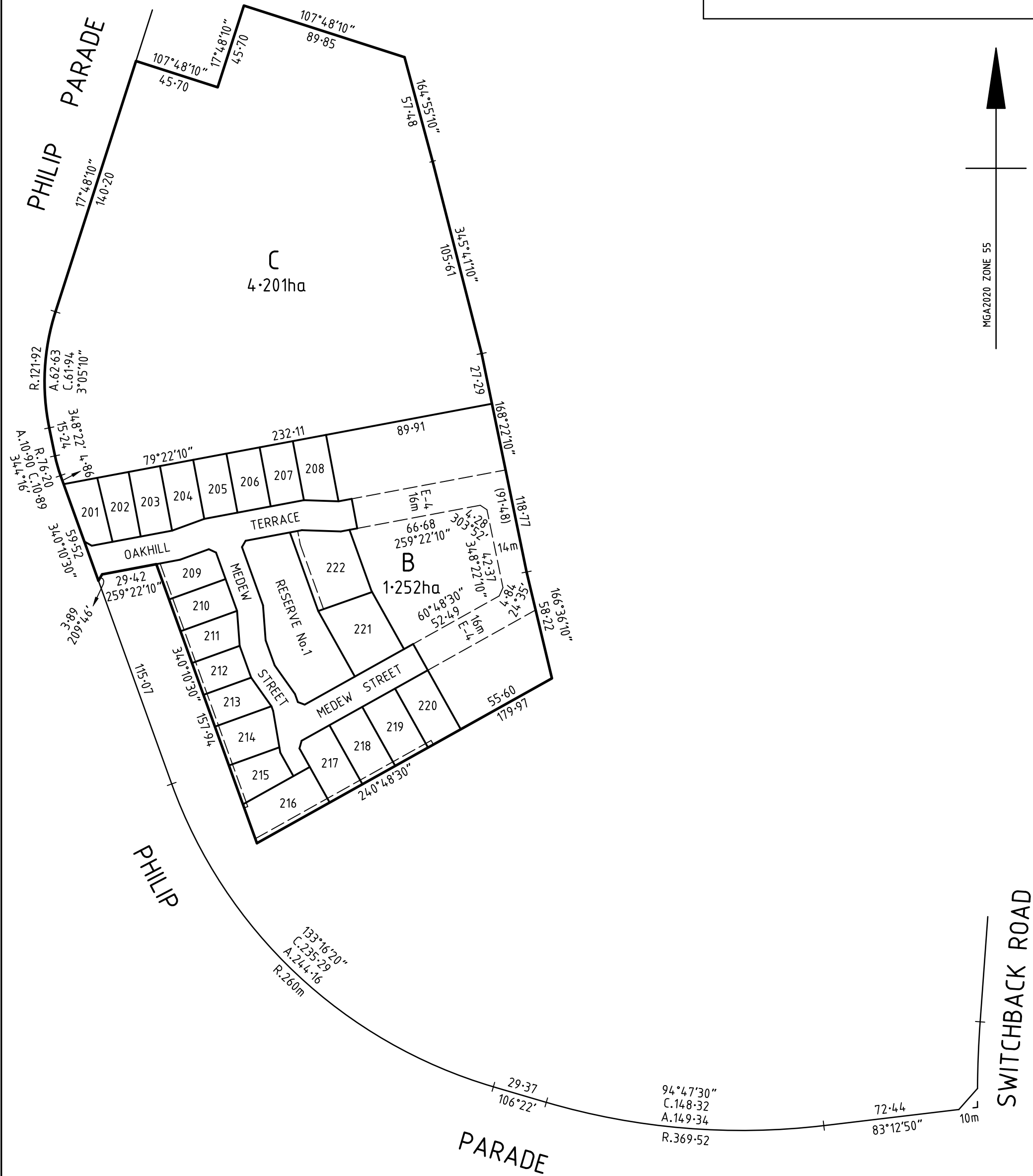
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SHEET 2

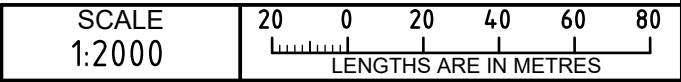
Digitally signed by:
Latrobe City Council,
15/07/2020,
SPEAR Ref: S149480J

PLAN OF SUBDIVISION				EDITION 1		PS826074P	
LOCATION OF LAND				LATROBE CITY COUNCIL			
PARISH: HAZELWOOD							
SECTION A							
CROWN ALLOTMENT: 27 (PART)							
TITLE REFERENCE: VOL. FOL.							
LAST PLAN REFERENCE: PS826056R LOT A							
POSTAL ADDRESS: (at time of subdivision) 15-57 PHILIP PARADE, CHURCHILL, 3842.							
MGA CO-ORDINATES (at approx centre of land in plan) E: 449 545 ZONE: 55 N: 5759 000 GDA2020							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		LOTS 1 TO 200 HAVE BEEN OMITTED FROM THIS PLAN <u>OTHER PURPOSES OF THIS PLAN</u> REMOVAL OF PART OF EASEMENT E-1 ON PS826056R THAT LIES WITHIN ROAD R1 ON THIS PLAN. <u>GROUND'S FOR REMOVAL</u> SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004. <u>CREATION OF RESTRICTION</u> Upon registration of this plan the following restriction is to be created: The registered proprietor of the burdened land covenants with the registered proprietor of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with & binds the burdened land & the benefit of the restriction is annexed to & runs with the benefited land. Benefited Land: ROAD R1 on this plan Burdened Land: Lot 216 <u>DESCRIPTION OF RESTRICTION:</u> The burdened land shall not place a rubbish bin for collection of refuse by council's garbage truck other than on the bin stand located in ROAD R1 adjacent to lot 215. AREA OF LAND IN THE PLAN: 7.713ha No. OF LOTS & AREA: 22 LOTS - 1.475ha 2 BALANCE LOTS - 5.453ha RESERVE - 2665m² ROADS - 5196m²			
ROAD R1 RESERVE No.1		LATROBE CITY COUNCIL LATROBE CITY COUNCIL					
NOTATIONS							
DEPTH LIMITATION DOES NOT APPLY							
SURVEY: This plan is based on survey in PS826056R							
STAGING This is not a staged subdivision.							
Planning Permit No. 2017/73							
This survey has been connected to permanent marks No(s).							
In Proclaimed Survey Area No. ---							
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	PIPELINE OR ANCILLARY PURPOSES	2.50	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION			
E-2	PIPELINE OR ANCILLARY PURPOSES	3	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION			
E-3	DRAINAGE	2.50	THIS PLAN	LATROBE CITY COUNCIL			
E-4	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL			
MILLAR MERRIGAN Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001			SURVEYOR'S REF: 18732S2 2/12/2020		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 3
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PS826074P



SEE SHEET 3 FOR DETAILS
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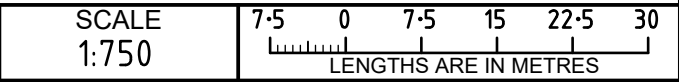
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SEE SHEET 2



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SHEET 3