

DATED

2015

CRAIGIELAND PTY LTD ACN 122 185 326

CONTRACT OF SALE OF REAL ESTATE

Property: Lot ____ on Plan of Subdivision 710882C, 95 Craigieburn Road, Wollert 3750

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **Lot_____on Plan of Subdivision 710882C, 95 Craigieburn Road, Wollert 3750**

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on..... /..... /2015

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on..... /..... /2015

Print name(s) of person(s) signing: DIRECTORS: Michael Joseph Corcoris

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor

CRAIGIELAND PTY LTD ACN 122 185 326 of Level 1, 20 Council Street Hawthorn East 3123

Vendor's legal practitioner or conveyancer

SELF-ACTING

CRAIGIELAND PTY LTD ACN 122 185 326 of Level 1, 20 Council Street Hawthorn East 3123

Email: eliane@thecorcorisgroup.com.au

Tel: 9882 9533

Fax:

9882 9577

Ref: Eliane Wong

Purchaser

Purchaser's legal practitioner or conveyancer

Land (general conditions 3 and 9)

The land is described in the table below –

PART Certificate of Title reference		being lot	onplan
Volume: 11461	Folio 209	A	710875Y

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Lot _____ on Plan of Subdivision 710882C ("Proposed Plan")**
95 Craigieburn Road, Wollert 3750

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

Payment (general condition 11)

Price

Deposit _____ 10% payable on _____ / _____ /201__ of which \$ _____
has been paid

Balance _____ payable at settlement

GST (general condition 13)

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

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

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

Margin Scheme

Settlement (general condition 10)

is due **14 days** after the vendor gives notice in writing to the purchaser of registration of the Proposed Plan

~~**Lease** (general condition 1.1)~~

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

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

~~(*only complete the one that applies. Check tenancy agreement/lease before completing details)~~

~~**Terms contract** (general condition 23)~~

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special Conditions

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c, etc.)

Special Conditions are attached.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.

7.14 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

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

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

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

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

1. ACCEPTANCE OF PROPERTY

- 1.1** The Purchaser has inspected and accepts the Property in its current state of repair.
- 1.2** The Vendor does not warrant or represent that:
- (a) the Land is identical to the land described in the Particulars of Sale; or
 - (b) the Property complies with any Laws affecting the Land and the requirements of any municipal or statutory authority.
- 1.3** The Vendor makes no warranty or representation as to the Condition of the Property (as defined in special condition 10).

2. RESTRICTIONS

- 2.1** The Purchaser buys the Property subject to the following restrictions ("**Restrictions**"):
- (a) any misdescription of the Land or inaccuracy in the area or measurements of the Land; or
 - (b) any Laws affecting the Land and any failure to comply with those Laws; or
 - (c) any rights of or claims by any municipal or statutory authority; or
 - (d) any improvements not being erected within the boundaries of the Land; or
 - (e) any improvements encroaching onto the Land; or
 - (f) the Condition of the Property.
- 2.2** The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 2.3** The Purchaser may not call upon the Vendor to:
- (a) amend title or to bear the cost of amending title; or
 - (b) fix any Restriction or to bear the cost of fixing any Restriction.

3. PLANNING

- 3.1** The Vendor makes no warranty that the Property may be used for any particular purpose.
- 3.2** The Purchaser buys the Property subject to any restrictions on the use of the Property under:
- (a) the applicable planning scheme;
 - (b) any planning permits for or affecting the Property; and
 - (c) any other planning controls affecting the Property.
- 3.3** A Planning Restriction does not constitute a defect in the Vendor's title to the Property or affect the validity of the Contract.
- 3.4** The Purchaser cannot make any objection to or be entitled to any compensation from the Vendor because of any Planning Restriction.

4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 4.1** If the Purchaser is, or includes, a company or any incorporated association, the Purchaser represents and warrants to the Vendor that:
- (a) the Purchaser has power to enter into and observe the Purchaser's obligations under this contract; and
 - (b) the Purchaser has in force and effect the authorisations necessary to enter into this contract, observe the obligations under this contract, and allow this contract to be enforced; and
 - (c) the Purchaser's obligations under this contract are valid and binding and are enforceable against it; and

- (d) this contract does not contravene:
 - (i) the Purchaser's constituent documents;
 - (ii) any Laws; or
 - (iii) any of its obligations or undertakings by which it or any of its assets are bound; and
- (e) this contract does not cause a limitation on its powers or the powers of its directors to be exceeded.

4.2 If an individual executes this contract on behalf of a company or any incorporated association, the individual warrants in a personal capacity that the individual has authority to enter into this contract on behalf of the company or incorporated association.

5. STAMP DUTY

5.1 The Purchaser acknowledges that:

- (a) the Vendor makes no warranty or representation as to the amount of stamp duty payable on the Transfer of Land; and
- (b) the Purchaser has made its own enquiries and investigations in that regard and relies on the results of those enquiries and investigations and on its own judgement; and
- (c) the Purchaser is liable for all such stamp duty.

5.2 The Purchaser may not:

- (a) make any requisition, objection or claim against the Vendor in connection with the stamp duty payable on the Transfer of Land;
- (b) delay or postpone settlement or retain any part of the Balance of the Price as a result of any legislative amendment or any ruling or determination made by the State Revenue Office of Victoria affecting the stamp duty payable on the Transfer of Land.

6. DEFAULT

6.1 Without limiting the Vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the Purchaser must pay:

- (a) expenses incurred by the Vendor as a result of the default including:
 - (i) all legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
 - (ii) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and
- (b) interest under General Condition 26.

6.2 The interest rate under General Condition 26 is to amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

7. INDEMNITY

7.1 The Purchaser indemnifies the Vendor for all costs, expenses, liabilities, losses or damages incurred or suffered directly or indirectly by the Vendor, which have been caused or contributed to by the Purchaser's:

- (a) breach of any warranty in this contract; or
- (b) failure to comply with the terms and conditions of this contract.

7.2 Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives termination of this contract.

8. FOREIGN INVESTMENT REVIEW BOARD

8.1 The Purchaser warrants:

- (a) the Purchaser is not required to give notice to the Treasurer of its intention to purchase the Property under section 26A of the *Foreign Acquisitions and Takeovers Act 1975 (Cwth)*; or
- (b) if the Purchaser is required to give notice to the Treasurer of its intention to purchase the Property under Section 26A of that Act:
 - (i) the Treasurer has given notice under that Act that he or she does not object to the acquisition of the Property by the Purchaser; or
 - (ii) the period during which the Treasurer must make an order under that Act concerning the acquisition of the Property by the Purchaser has lapsed.

9. ENVIRONMENTAL COMPLIANCE

9.1 The Purchaser accepts the condition of the Property as at the Day of Sale (including, without limit, the presence of any Contaminant of any type or nature in or under or emanating from the Property or groundwater) ("**Condition of the Property**") and acknowledges that the Vendor makes no representation or warranty as to the compliance of the Property with any Environmental Law.

9.2 The Purchaser is not entitled to make any requisition or objection, refuse or delay payment of the Price take any action or make any claim for compensation, damage, costs or expenses against the Vendor in relation to the Condition of the Property and releases the Vendor from any such action or claim whether or not such action or claim is known or foreseeable as at the Day of Sale.

9.3 The Purchaser indemnifies the Vendor against any liability, claim or proceeding in respect of any loss, damage, cost or expense arising from or relating to:

- (a) the Condition of the Property and surrounding areas; and
- (b) compliance or non compliance of the Property with any Environmental Law.

9.4 The Vendor makes no warranties or representations as to the accuracy of any information about:

- (a) the past use of the Property; or
- (b) the Condition of the Property, (including, without limit, the accuracy of any conclusions about actual or inferred sources of any Contaminant in, or under or emanating from the Property or groundwater).

10. REIMBURSEMENT REFUND OR REBATE

10.1 The Purchaser agrees and undertakes that if the Purchaser at any future date receives any reimbursement, refund or rebate of any charge, levy, tax or special payment to any government or statutory authority relating to the Property paid or incurred by the Vendor the Purchaser must immediately upon receipt of such payment refund the sum to the Vendor. This condition does not merge upon completion of this contract.

11. FRACTIONAL INTERESTS

11.1 If there is more than one purchaser under this contract, it is each Purchaser's responsibility to ensure this contract correctly records at the Day of Sale the proportions in which they are buying the Land ("**Proportions**").

11.2 If the Proportions recorded in the Transfer of Land differ from those recorded in this contract, it is each Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

12. RESTRICTIVE COVENANT

- 12.1** The Purchaser hereby purchases the land subject to the terms of the following restrictive covenant and covenants with the Vendor to incorporate it into the Transfer of Land from the Vendor.

"And the said transferee for himself, his heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part or parts thereof do hereby and as a separate covenant covenant with Craigieland Pty Ltd ACN 1122 185 326, its successors, assigns and transferees and other registered proprietor or proprietors for the time being of all land comprised in the Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) shall not erect or cause to be erected or construct on the land hereby sold dwelling house other than constructed of brick, brick or masonry veneer, or other approved texture coated material of which such building materials must be new".

13. GENERAL CONDITIONS 7 AND 8

- 13.1** General Conditions 7 and 8 do not apply to this Contract.

14. REGISTRATION OF PLAN OF SUBDIVISION 710882C ("PROPOSED PLAN")

- 14.1** This Contract is subject to the condition precedent that the Proposed Plan is Registered during or no later than the end of the Registration Period.

- 14.2** The Vendor must use reasonable endeavours to procure Registration of the Proposed Plan during or no later than the Registration Period.

- 14.3** The Vendor is not required to appeal or seek judicial review of any decision of an Authority in connection with the subdivision, the Proposed Plan or a planning permit relating to the Proposed Plan.

- 14.4** Without limiting Special Condition 14.3, if:

- (a) an Authority refuses the grant of a planning permit in relation to the Proposed Plan;
- (b) an Authority issues a notice of determination to grant a planning permit in relation to the Proposed Plan and a third person appeals against the grant of the planning permit or seeks judicial review of the planning permit;
- (c) the outcome of an appeal or judicial review relating to a planning permit in relation to the Proposed Plan is not satisfactory to the Vendor; or
- (d) an Authority imposes a condition or requirement which is unacceptable to the Vendor,

then the Vendor may terminate this Contract by giving written notice to the Purchaser at any time before the Settlement Date.

- 14.5** Subject to sections 9AC and 10 of the Act, the Vendor may make any amendments to the Proposed Plan.

- 14.6** Section 10(1) of the Act does not apply in respect of the final location of any easement shown on the Proposed Plan and, subject to section 9AC of the Act, the Vendor may vary the final location of any easement shown on the Proposed Plan.

- 14.7** Subject to sections 9AC, 9AH and 10 of the Act, the Purchaser cannot make any requisition or objection, claim compensation or refuse or delay payment of the Price for:

- (a) any variations between the land as inspected by the Purchaser and the Land shown on the Proposed Plan;
- (b) any variations to the number, size or location of the Lots on the Proposed Plan (other than the Land) or the common property shown on the Proposed Plan; or

- (c) any alteration in the Lot Entitlement or Lot Liability of any of the Lots as shown on the Proposed Plan (including the Land).

14.8 If the Proposed Plan is not Registered before the end of the Registration Period, the Vendor may at any time before the Proposed Plan is Registered rescind this Contract by notice in writing to the Purchaser.

14.9 If the Proposed Plan is not Registered before the end of:

- (a) the Registration Period; and
- (b) the period during which any default by the Purchaser remains unremedied in accordance with this Contract,

the Purchaser may after the end of those periods but before the Proposed Plan is Registered rescind this Contract by notice in writing to the Vendor.

14.10 The Purchaser agrees that it must not lodge or allow any person claiming through it or acting on its behalf to lodge any caveat over the Land or the Property until after it has been notified by the Vendor of Registration of the Proposed Plan.

14.11 The Purchaser acknowledges that it is aware that lodgement by it of a caveat in breach of Special Condition 14.10 may delay or prevent Registration of the Proposed Plan and may delay or prevent settlement by the Vendor of sales of all of the Lots on the Proposed Plan.

14.12 If Land Victoria has not delivered a separate certificate of title for the Land to the Vendor on or before the Settlement Date, the Vendor may complete this Contract by delivering to the Purchaser on the Settlement Date a transfer endorsed with an order to register and an issue order in favour of the Purchaser, or as directed by the Purchaser, without the certificate of title.

15. LAND FILL

15.1 The Purchaser acknowledges that some parts of the land in the Proposed Plan may be subject to fill. The Purchaser buys subject to any such fill and shall not in any way object thereto, make any requisitions or claim any compensation arising from there being fill on the property.

16. DISCLOSURE OF WORKS

16.1 Pursuant to Section 9AB of the Act, the Vendor hereby notifies the Purchaser that in carrying out subdivisional works required to enable the Proposed Plan to be approved by the Registrar of Titles, certain works which may affect the natural surface level of the land hereby sold and the natural surface level of the land abutting the land hereby sold will have been carried out either prior to or after the date of this Contract.

17. FENCING COSTS

17.1 Any fencing cost in respect of the land hereby sold shall be borne and paid by the Purchaser whether or not a notice in relation thereto has been served before, on or after the date hereof.

17.2 The parties agree and acknowledge that should the Purchaser require the Vendor to construct or join in or contribute to the construction of a dividing fence between the land hereby sold and any adjoining land owned by the Vendor then the proportion in respect of which the Vendor shall be liable to join in or contribute in respect of such dividing fence is agreed as being \$1.00 and it is further agreed and acknowledged that this Special Condition shall not merge on the completion of this Contract and shall apply for any subsequent sale of the land by the Purchaser and shall bind any subsequent Purchasers accordingly. In the event that any subsequent Purchaser makes a claim on the Vendor for the sum greater than the sum provided herein, the Purchaser shall indemnify the Vendor against any such claim.

- 17.3** In the event of the land hereby sold abutting the proposed recreation reserve referred to on the Plan of Subdivision, the Purchaser acknowledges that the Whittlesea City Council shall not be liable for the cost of any fencing of that part of the Lot abutting the reserve and the Purchaser shall be solely responsible for the cost of the fencing.

18. BANK CHEQUES

- 18.1** The Vendor is entitled to have five (5) bank cheques that are required by the Vendor for settlement.

19. ADJUSTMENTS

- 19.1** General Condition 15 of the Contract is to be deleted entirely and to be replaced as follow:

- 19.2** In the event of any rate, tax, assessment or other apportionable outgoing in respect of the Property not being assessed separately on the Settlement Date then the rate, tax or assessment in respect of the Property shall be deemed to be the amount that bears the same proportion to the total rate assessed on the larger area as the area of the Property bears to the larger area or as the lot liability of the Property bears to the lot liability of the area that is the subject of the assessment (as the case may be).

- 19.3** The Vendor shall not be obliged to pay all rates, taxes, assessments and outgoings before the due date for payment of each of them but irrevocably undertakes to pay each of them by the due date for payment whether that occurs before or after the Settlement date;

- 19.4** Rates and taxes, assessments and outgoings shall be apportioned between the Vendor and the Purchaser as at the Day of Sale on the basis that the Vendor has paid each of them for the rating year in which the settlement takes place irrespective of whether they have actually been paid;

- 19.5** The Purchaser may not delay settlement on the ground that there are rates, taxes, assessments and outgoings unpaid on the Settlement date and shall not make any deduction for unpaid rates or taxes;

- 19.6** State Land Tax certified or assessed for the said land (whether or not the same is computed on the basis that the land sold is the only land of which the Vendor is the owner within the meaning of *Land Tax Act 2005*) for the year ending on the 31st day of December after the Day of Sale and every year until settlement shall be paid by the Vendor but shall be borne by the Purchaser as from the Day of Sale.

20. NOMINATION

- 20.1** General Condition 18 of the Contract is to be deleted entirely and to be replaced as follow:

- 20.2** The Purchaser may, at least 14 days before settlement nominates a substitute or additional purchaser. The Purchaser must deliver to the Vendor's Solicitor:

- (a) a completed and executed notice of nomination;
- (b) a copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser; and
- (c) if the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract executed by that company's directors.

- 20.3** The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

21. CONDITIONAL CONTRACT

21.1 If the particulars of sale and/ or the special conditions specify that this Contract is subject to the performance of a condition by a certain date or any later date allowed by the Vendor, the Purchaser may end the Contract if the performance of the condition is not satisfied by the specified date ("due date"), but only if the Purchaser:

- (a) immediately did everything reasonably required to satisfy the performance;
- (b) serves written notice ending the Contract on the Vendor on the due date or any later date allowed by the Vendor otherwise the condition is deemed to be satisfied; and
- (c) is not in default under any other condition of this Contract when the notice is given.

21.2 All money must be immediately refunded to the Purchaser if the Contract is ended in accordance with Special Condition 20.1 unless the Contract states otherwise.

22. INTERPRETATION

22.1 Definitions

The following words have these meanings in this Contract unless the contrary intention appears.

"Business Day" means a day on which a bank authorised under the *Banking Act 1959 (Cwth)* is open for general banking business in Melbourne, Victoria not being a Saturday, Sunday or public holiday.

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

"Environmental Law" means any law, statute or regulation, regulating or otherwise relating to the environment including, without limit, any law relating to land use, planning, pollution of air or water, soil or groundwater contamination, chemicals, waste, use of dangerous goods or to any other aspect of protection of the environment or a person or property.

"Law" means any act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any municipal or statutory body or government.

"Vendor's Statement" means a statement made by the Vendor under section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this contract.

"Act" means the *Sale of Land Act 1962 (Vic)*.

"Proposed Plan" means Plan of Subdivision 710882C.

"Registration Period" means 24 months from the Day of Sale.

22.2 Statutes

In this contract a reference to a Law includes any regulations and other instruments under it and consolidations, amendments, re-enactment or replacements of any them occurring at any time.

22.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this contract.

22.4 Joint and several

An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

22.5 Reading down

A provision of this contract which is void, voidable by any party, unenforceable or illegal must be read down to the extent required to give the provision legal effect.

22.6 Include

In this contract, "include" (in any form) when introducing a list of things does not limit the meaning of the words to which the list relates to those things or to things of a similar kind.

22.7 Dispute resolution guidelines

The Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines do not apply to this contract.

23. MISCELLANEOUS**23.1 Waiver**

A provision of or a right created under this contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by or on behalf of all parties to this contract.

23.2 No merger

The provisions of this contract capable of having effect after the Settlement Date do not merge on transfer of the Land and continue to have full effect.

23.3 No assignment

This contract may not be assigned by the Purchaser without the Vendor's prior written consent.

23.4 Entire agreement

The Purchaser acknowledges and agrees that:

- (a) this contract represents the entire agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the Property which have been relied upon by the Purchaser in entering this contract, except those included in this contract; and
- (c) the Purchaser has not relied upon any information in any brochure, investment report or advertisement about the Property relating to:
 - (i) its area or measurements; or
 - (ii) any description of any improvements, chattels, fixtures or fittings on the Property.

GUARANTEE AND INDEMNITY

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

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

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. THIS Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.

- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-
- (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
 - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
 - (c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.
- G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.
- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the

Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

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

SCHEDULE

Vendor: **CRAIGIELAND PTY LTD ACN 122 185 326** of Level 1, 20 Council Street,
Hawthorn East 3123

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals this _____ day of _____ 2015.

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



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

LOT _____ ON PLAN OF SUBDIVISION 710882C, 95 CRAIGIEBURN ROAD,
WOLLERT 3750

Vendor's name

CRAIGIELAND PTY LTD ACN 122 185 326

Date

13/02/2015

Vendor's
signature

A handwritten signature in blue ink, appearing to be "Eliane Wong", written over a horizontal line.

Eliane Wong for and on behalf of Craigieland Pty Ltd

Purchaser's
name

Date

/ /

Purchaser's
signature

Purchaser's
name

Date

/ /

Purchaser's
signature

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them) affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- (a) are contained in the attached certificate/s.
- (b) Separate rates, taxes, charges and similar outgoings have not been separately assessed in respect to the above property which is a lot on Plan of Subdivision 710882C.

1.2 **Any further amounts** (including any proposed Owners Corporation Levy and Development/Community Infrastructure Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

Their total does not exceed \$5,000 per Lot.

1.3 **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:

None to the Vendor's knowledge.

1.4 **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.

1.5 **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): -

- Unregistered Restrictive Covenant is attached;
- Agreements under Section 173 *Planning and Environment Act 1987* AJ573837S and AJ573847P are attached;
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction; and
- The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes, if any, may laid outside registered easements.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

3.4 Planning Scheme:

- (a) name of the planning scheme: Whittlesea City Planning Scheme
- (b) name of the responsible authority: Whittlesea City Council
- (c) zoning of the land: General Residential 1
- (d) name of any planning overlay affecting the land:
 - (i) Development Contributions Plan Overlay Schedule 10;
 - (ii) Development Plan Overlay Schedule 21; and
 - (iii) Vegetation Protection Overlay Schedule 2.

Are contained in the attached certificate/s

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

- (a) 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:
- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:
- (c) particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.

are as follows:

The Vendor has no means of knowing decisions of all public authorities and government department affecting the property unless communicated to the Vendor.

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")

Not applicable.

8. SERVICES

The following services are NOT connected to the land:

- (a) electricity supply;
- (b) gas supply;
- (c) water and recycled water supply;
- (d) sewerage; and
- (e) telephone services.

9. TITLE

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
 - the last conveyance in the chain of title to the land; or
 - any other document which gives evidence of the vendor's title to the land; and
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

See attached.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

See attached.

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 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.

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.

Due Diligence Checklist



What you need to know before buying a residential property

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.

Acknowledgement of receipt by purchaser:

Purchaser: _____

Date: _____

Register Search Statement - Volume 11461 Folio 209

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No part may be reproduced by any process except in accordance with
the provisions of the Copyright Act and for the purposes of Section
32 of the Sale of Land Act 1962 or pursuant to a written agreement.
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from the LANDATA REGD TM System. The State of Victoria accepts no
responsibility for any subsequent release, publication or reproduction
of the information.

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

VOLUME 11461 FOLIO 209

Security no : 124052352167Y
Produced 29/09/2014 03:30 pm

LAND DESCRIPTION

Lot A on Plan of Subdivision 710875Y.

PARENT TITLES :

Volume 09377 Folio 118 Volume 09533 Folio 792

Created by instrument PS710875Y 29/11/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CRAIGIELAND PTY LTD of LEVEL 1 20 COUNCIL STREET HAWTHORN EAST VIC 3123
PS710875Y 29/11/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ616393T 23/04/2012

R.M.B.L. INVESTMENTS LTD

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 as to part Section 173 Planning and Environment Act 1987
AJ573837S 29/03/2012

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AJ573847P 29/03/2012

DIAGRAM LOCATION

SEE PS710875Y FOR FURTHER DETAILS AND BOUNDARIES


ACTIVITY IN THE LAST 125 DAYS

NUMBER	DISCHARGE OF MORTGAGE	STATUS	DATE
AL274813H		Registered	06/08/2014

DOCUMENT END

Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 29/09/2014, for Order Number 24148581. Your reference: EW: Craigieland Stage 2 Wollert.

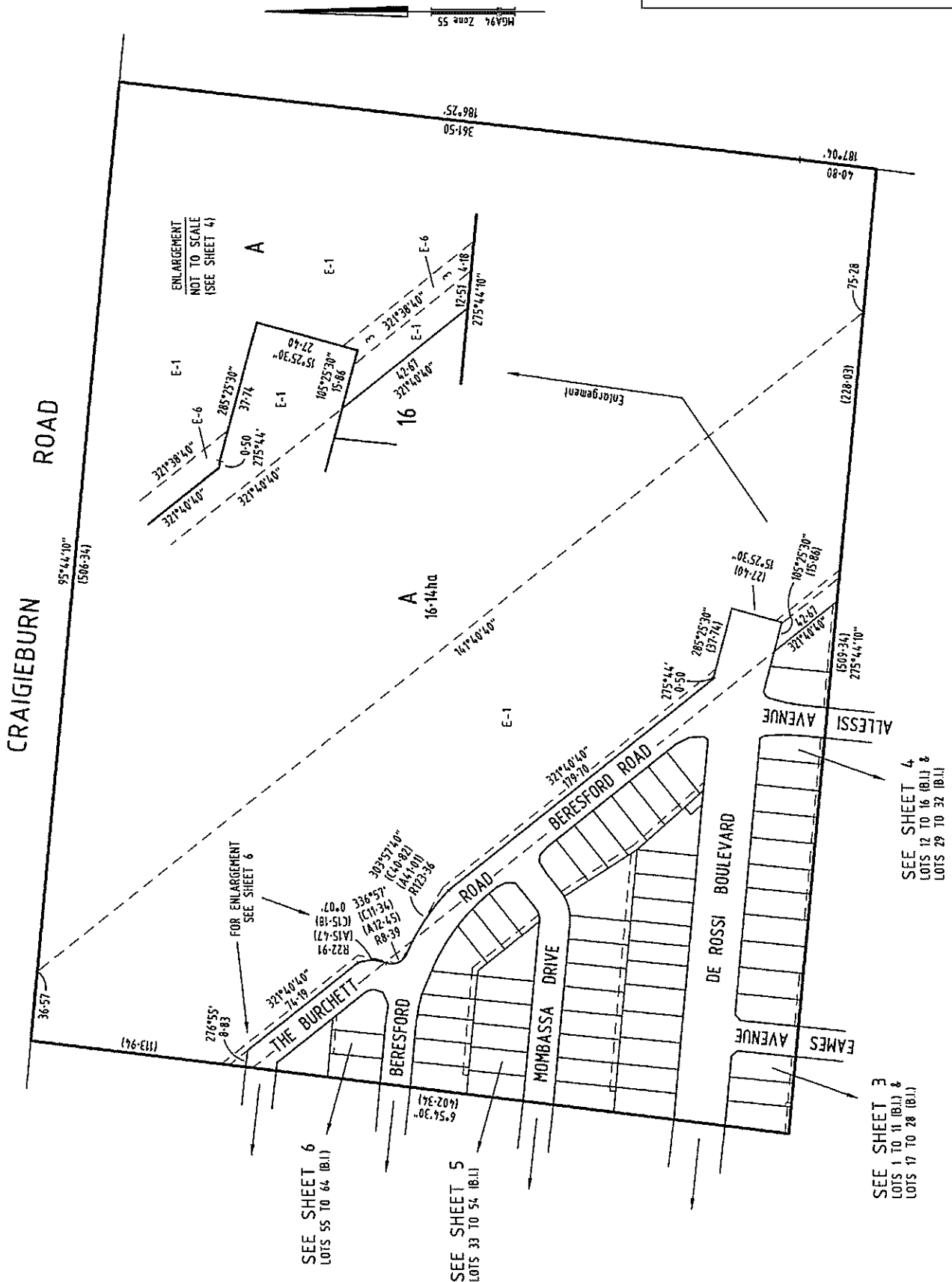
Signed by Council. Whittlesea City Council, Council Ref: 607995, Original Certification: 20/12/2012, Recertification: 22/08/2013, S.O.C., 15/11/2013

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS 710875Y
Location of Land Parish: WOLLERT Township: Section: - Crown Portion: 2 & 3 SECTION 12 (PART) Title References: Vol 9377 - Fol 118 Vol 9533 - Fol 792 Last Plan Reference: LP 124595 (LOTS 1 & 2) Postal Address: 85-95 CRAIGIEBURN ROAD (At time of subdivision) WOLLERT VIC 3750 MGA Co-ordinates: E 325 100 Zone: 55 (GDA 94) (of approx centre of plan) N 5835 700		COUNCIL NAME: WHITTLESEA CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	THE EASEMENT FOR DRAINAGE AND SEWERAGE PURPOSES CREATED ON LP124595 WILL MERGE ON REGISTRATION OF THIS PLAN. THE OTHER PURPOSE OF THIS PLAN IS TO CREATE THE RESTRICTION DESCRIBED HEREUNDER. CREATION OF RESTRICTION (Regulation 15 Subdivision (procedures) Regulations 2000) UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS IS TO BE CREATED. LAND TO BENEFIT: LOTS 1 TO 64 (BOTH INCLUSIVE) ON THIS PLAN -PS710875Y. LAND TO BE BURDENED: LOTS 1 TO 64 (BOTH INCLUSIVE) ON THIS PLAN -PS710875Y. DESCRIPTION OF RESTRICTION EXCEPT WITH THE WRITTEN CONSENT OF COUNCIL THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE BURDENED LOTS ON THIS PLAN SHALL NOT BUILD ERECT OR CONSTRUCT OR CAUSE TO BE BUILT ERECTED OR CONSTRUCTED ANY BUILDING OTHER THAN IN ACCORDANCE WITH THE FOLLOWING "BUILDING ENVELOPE SPECIFICATION". "BUILDING ENVELOPE SPECIFICATION" (a) ANY GARAGE ON THE LOT MUST NOT BE CONSTRUCTED WITHIN A 5m SETBACK FROM THE FRONT BOUNDARY, AND MUST BE STEPPED BACK FROM THE DWELLING FACADE BY AT LEAST 800mm; and (b) DWELLINGS ON CORNER LOTS MUST PROVIDE A SECOND STOREY SETBACK OF AT LEAST 900mm WHERE A FIRST FLOOR IS PROPOSED.	
ROADS R-1 RESERVE No 1	CITY OF WHITTLESEA SPI ELECTRICITY PTY LTD		
NOTATIONS			
DEPTH LIMITATION - DOES NOT APPLY			
Survey: This plan is based on survey To be completed where applicable. This survey has been connected to permanent marks no(s). WOLLERT PM 84 in Proclaimed Survey Area no. - Staging: This is not a staged subdivision Planning Permit No 713236			
EASEMENT INFORMATION			
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1,E-6	TRANSMISSION OF ELECTRICITY	See diag	C/E D928137
E-2,E-4	DRAINAGE	See diag	THIS PLAN
E-3,E-4,E-5,E-6	SEWERAGE	See diag	THIS PLAN
Land Benefited/in Favour Of			
STATE ELECTRICITY COMMISSION OF VICTORIA			
CITY OF WHITTLESEA			
YARRA VALLEY WATER			
WOODCREST ESTATE STAGE 1 - 4 337ha 64 LOTS		DIGITALLY SIGNED BY LICENSED SURVEYOR:	
 BORTOLI WELLINGTON PTY.LTD. ABN 46 069 841 498 CONSULTING LAND SURVEYORS Unit 14/104 Ferntree Gully Road Oakleigh East VIC 3166 PO BOX 776 MOUNT WAVERLEY VIC 3149 Phone (03) 9543 5855 FAX (03) 9543 2755		ROBERT G BORTOLI	
		REF 2002-A VERSION 3C	
		Sheet 1 of 6 Sheets ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 11.44am DATE: 29 / 11 / 2013 Mario Riggio Assistant Registrar of Titles	
2013-07-16 2002a-1 2013-07-16			

Signed by Council: Whittlesea City Council, Council Ref: 607995, Original Certification: 20/12/2012, Recertification: 22/08/2013, S.O.C.: 15/11/2013

Plan Number

PS 710875Y



BORTOLI WELLINGTON PTY.LTD.
ABN 46 049 841 498
CONSULTING LAND SURVEYORS
Unit 14/14 FERNTREE GULLY ROAD OAKLEIGH EAST VIC 3166
PO BOX 776 MOUNT WAVERLEY VIC 3149
Phone (03) 9543 5855 FAX (03) 9543 2755

2013-06-28 2002A-2

7/16/13

SCALE
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LENGTHS ARE IN METRES

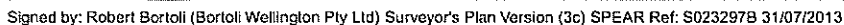
DIGITALLY SIGNED BY LICENSED SURVEYOR:
Robert G Bortoli

REF 2002-A

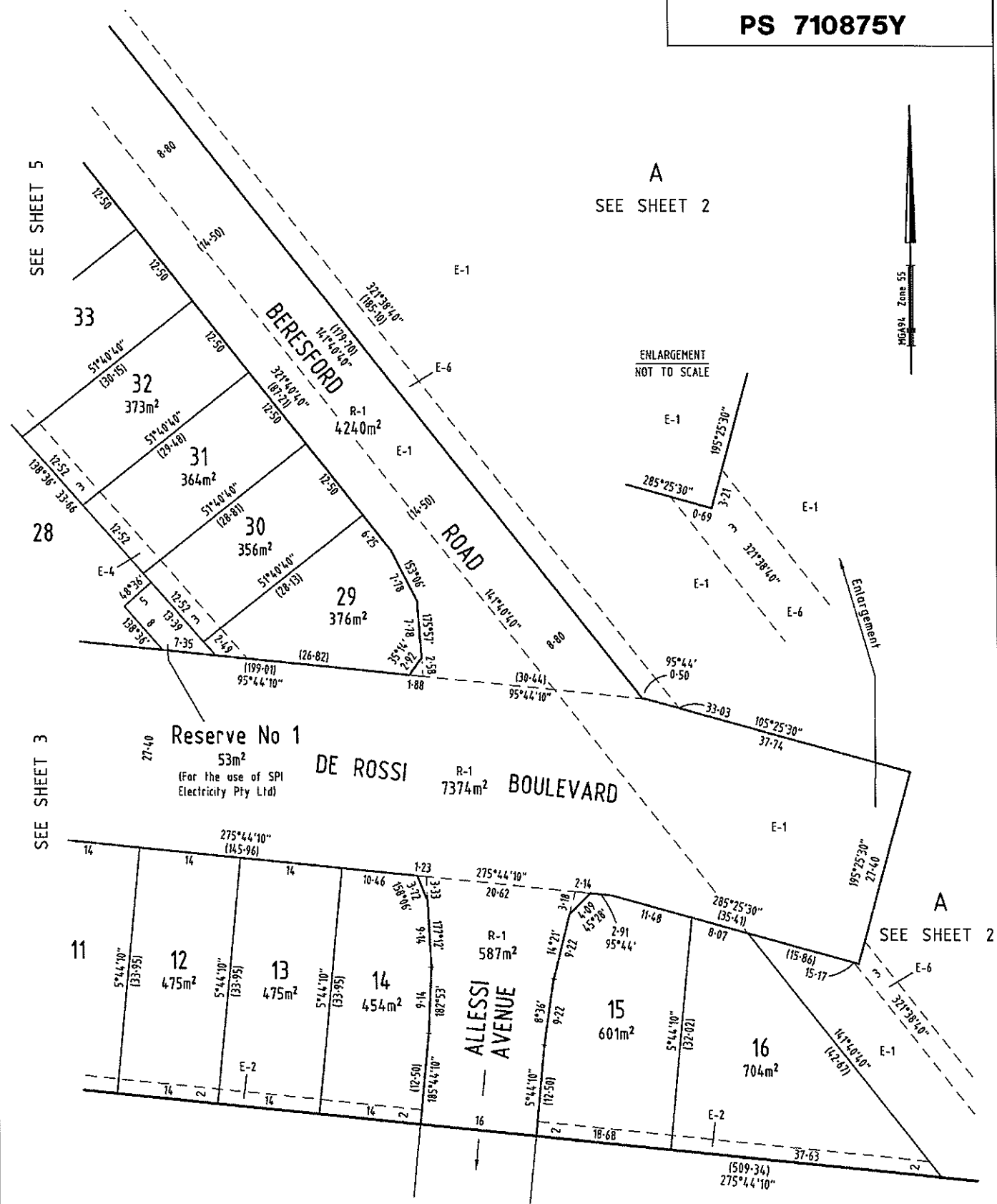
ORIGINAL
SCALE 1:2000
SHEET SIZE A3

VERSION 3C

Sheet 2



PS 710875Y



BORTOLI WELLINGTON PTY.LTD.
ABN 46 069 841 498
CONSULTING LAND SURVEYORS
UNIT 14/104 FERNTREE GULLY ROAD OAKLEIGH EAST VIC 3166
PO BOX 776 MOUNT WAVERLEY VIC 3149
Phone (03) 9543 5855 FAX (03) 9543 2755

2013-06-19 2007A-4

7/16/13

SCALE

5 0 5 10 15 20 25

LENGTHS ARE IN METRES

DIGITALLY SIGNED BY LICENSED SURVEYOR:
Robert G Bortoli

REF 2002-A

ORIGINAL	
SCALE	SHEET
1:500	SIZE
	A3

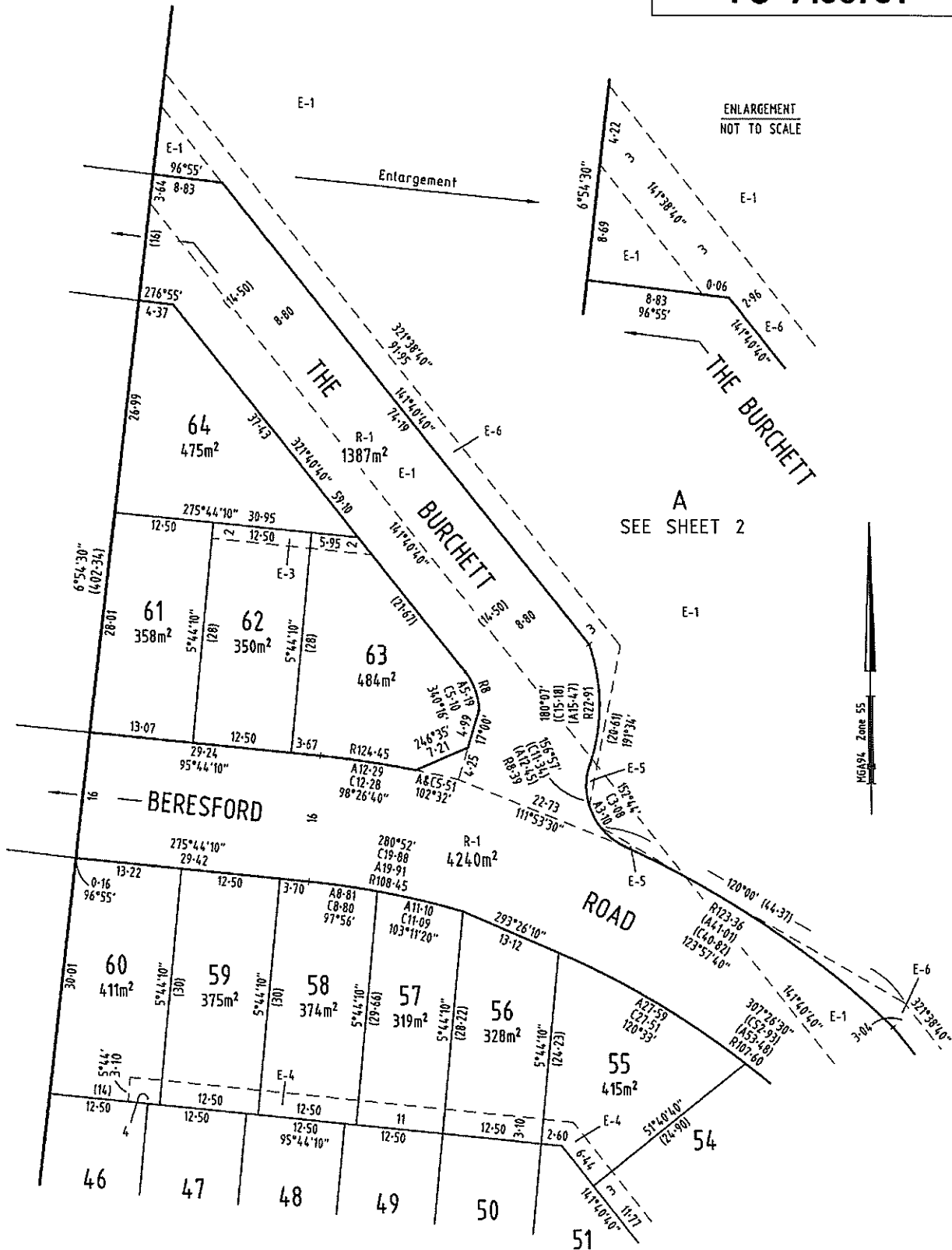
VERSION 3C

Sheet 4

Signed by Council: Whittlesea City Council, Council Ref: 607995, Original Certification: 20/12/2012, Recertification: 22/08/2013, S.O.C.: 15/11/2013

Plan Number

PS 710875Y



SEE SHEET 5

BORTOLI WELLINGTON PTY.LTD.
ABN 46 069 861 498
CONSULTING LAND SURVEYORS
UNIT 14/10A FERNTREE GULLY ROAD OAKLEIGH EAST VIC 3166
PO BOX 776 MOUNT WAVERLEY VIC 3149
Phone (03) 9543 5855 FAX (03) 9543 2755

2013-07-15 2002A-5

7/16/13

SCALE
0 5 10 15 20 25
LENGTHS ARE IN METRES

DIGITALLY SIGNED BY LICENSED SURVEYOR:
Robert G Bortoli

REF 2002-A

ORIGINAL
SCALE
1:500
SHEET
SIZE
A3

VERSION 3C

Sheet 6

Plan of Subdivision PS710875Y
Certifying a New Version of an Existing Plan
(Form 11)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S023297B
Plan Number: PS710875Y
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607995
Surveyor's Plan Version: 3c

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 20/12/2012

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Courtney Turner
Organisation: Whittlesea City Council
Date: 22/08/2013

SECTION 173 AGREEMENT AJ573837S

AJ573837S

29/03/2012 1107.50 173



Form 18

Section 181

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

Planning and Environment Act 1987

Privacy Collection Statement

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

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:5873349 - 85 Craigieburn

Customer Code: 1167E

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

Land: Volume 09377 Folio 118

Authority: City of Whittlesea, Municipal Offices, 25 Ferres Boulevard, South Morang, Victoria 3752

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

ROGER S.M.C.F.

Office held:

MANAGER GROWTH AREA
DEVELOPMENT ASSESSMENT

Date:

14/3/2012

AJ573837S

29/03/2012 \$107.50 173



Telephone 61 3 9288 0555-
Facsimile 61 3 9288 0666

Info@maddocks.com.au
www.maddocks.com.au

OX 259 Melbourne

Date **20 / 3** /2012

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Epping North East Local Structure Plan Area
85 Craigieburn Road, Wollert

Purpose: Fixing of land values

Whittlesea City Council

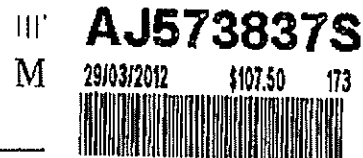
and

Craigieland Pty Ltd ACN 122185326

[5873349: 9123988_1]

Interstate office
Sydney

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Advoc Asia network - www.advocasie.com



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AJ573837S



Agreement under Section 173 of the Planning and Environment Act 1987

DATE 20/3/2012

Dated 20/3/2012

Parties

Name	WHITTLESEA CITY COUNCIL
Address	of Municipal Offices
Short name	Council

Name	CRAIGIELAND PTY LTD ACN 122185326
Address	Level 1, 20 Council Street, Hawthorn, Vic 3123
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North East Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
 - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
 - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.

AJ573837S

29/03/2012

\$107.50

173



- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AH787107G in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act 1987*.

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

CPI means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

Developable Land has the same meaning as in the Epping North East Development Contributions Plan.

Epping North East Development Contributions Plan means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

Infrastructure Land means any land required for an Infrastructure Project.

Infrastructure Project means an infrastructure project as identified in the Epping North East Development Contributions Plan.

Land Value means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

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.

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

Party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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



Subject Land means being the land comprised in Certificates of Title Volume 09377 Folio 118 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
 - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
 - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -
- for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;



- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis;
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined in accordance with the relevant indexation process outlined in the Epping North East Development Contributions Plan;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.
- Valuation of Land for purposes of calculating the Public Open Space Contribution**
- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

4. Further obligations of the owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.



5. Further obligations of council

The Owner acknowledges and agrees that the Owner will pay Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

6. Agreement under section 173 of the act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. 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 Subject Land which may be affected by this Agreement.

8. Successors in title

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

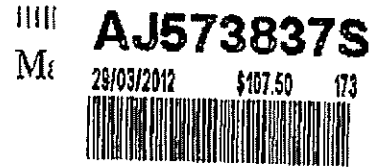
- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. General matters

9.1 Notices

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

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



9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 If delivered, on the next following business day;
- 9.2.2 If posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 If sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

9.3 No Waiver

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

9.4 Severability

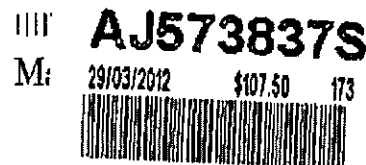
If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of Council's Powers

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

10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.



11. Commencement of agreement

This Agreement commences on the execution of this Agreement by both parties.

12. Ending of agreement

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date of commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:



COUNCIL DELEGATE
Chief Executive Officer

AJ573837S

29/03/2012 \$107.50 173



THE COMMON SEAL of CRAIGIELAND PTY LTD ACN 122185326 was affixed in the presence of authorised persons:

Ben Han

Director

DEAN LATH

Full name

3 Chapman Street East Brighton 3187

Usual address

[Signature]

Director (or Company Secretary)

MICHAEL CORCORAN

Full name

31 CASEY DRIVE, BAYWILK VIC 3806

Usual address

Mortgagee's Consent

Commonwealth Bank of Australia Ltd as Mortgagee of registered mortgage No. AH787107G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

[Signature]
ONSI TORUAN
RELATIONSHIP MANAGER
CORPORATE FINANCIAL SERVICES
DANDENONG

SECTION 173 AGREEMENT AJ573847P

AJ573847P
M 29/03/2012 \$107.50 173

Law
140,
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0655
Facsimile 61 3 9288 0666
info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 20 / 3 / 2012

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Epping North East Local Structure Plan Area
95 Craigieburn Road, Wollert

Purpose: Fixing of land values

Whittlesea City Council

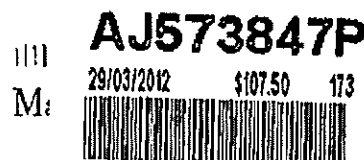
and

CraigieLand Pty Ltd ACN 122185326



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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 20 / 3 / 2012

Dated 20 / 3 / 2012

Parties

Name	WHITTLESEA CITY COUNCIL
Address	of Municipal Offices
Short name	Council

Name	CRAIGIELAND PTY LTD ACN 122185326
Address	Level 1, 20 Council Street, Hawthorn, Vic 3123
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North East Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
 - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
 - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.



- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AH787107G in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. Definitions

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

Act means the *Planning and Environment Act 1987*.

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

CPI means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

Developable Land has the same meaning as in the Epping North East Development Contributions Plan.

Epping North East Development Contributions Plan means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

Infrastructure Land means any land required for an Infrastructure Project.

Infrastructure Project means an infrastructure project as identified in the Epping North East Development Contributions Plan.

Land Value means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

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.

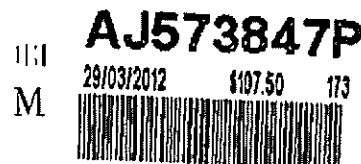
Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

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

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



Subject Land means being the land comprised in Certificates of Title Volume 09533 Folio 792 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
 - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
 - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;



- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis;
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined in accordance with the relevant indexation process outlined in the Epping North East Development Contributions Plan;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.
- Valuation of Land for purposes of calculating the Public Open Space Contribution**
- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

4. Further obligations of the owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.



5. Further obligations of council

The Owner acknowledges and agrees that the Owner will pay Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

6. Agreement under section 173 of the act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. 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 Subject Land which may be affected by this Agreement.

8. Successors in title

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

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

9. General matters

9.1 Notices

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

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



9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

9.3 No Waiver

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

9.4 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 must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of Council's Powers

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

10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.



11. Commencement of agreement

This Agreement commences on the execution of this Agreement by both parties.

12. Ending of agreement

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out in the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:



[Signature]

COUNCIL DELEGATE
Chief Executive Officer

AJ573847P

29/03/2012 \$107.50 173

Councillor

THE COMMON SEAL of CRAIGIELAND PTY LTD ACN 122185326 was affixed in the presence of authorised persons:

[Signature]
DANIEL LOUGA

Director

Full name

3 Chapra Street East Brighton 3187

Usual address

[Signature]
MILTAGL CORREALS

Director (or Company Secretary)

Full name

31 LASEY DRIVE, BERWICK VIC 3806

Usual address

Mortgagee's Consent

Commonwealth Bank of Australia Ltd as Mortgagee of registered mortgage No. AH787107G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

[Signature]
ONSI TORUAN
RELATIONSHIP MANAGER
CORPORATE FINANCIAL SERVICES
DANDENONG

PLANNING PERMIT NO. 713236

Tel 03 9217 2170
Fax 03 9217 2111
TTY Hearing Impaired
133 677
(ask for 9217 2170)
Interpreter Service
03 9679 9879
info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Enquiries: Linda Martin-Chew

In Reply
Please Quote: 713236

24 April 2012

Craigieland Pty Ltd
C/- Bortoli Wellington Pty Ltd
P.O Box 776
MOUNT WAVERLEY VIC 3149

Dear Sir / Madam

Proposal: Multi Lot, Staged Residential Subdivision,
Removal of Native Vegetation, Removal of Dry
Stone Walls and Creation of Access to Road
Zone Category 1
Location: 85-95 Craigieburn Road, Wollert
Planning Application No.: 713236

I have pleasure in enclosing your planning permit and draw your attention to the conditions that must be complied with.

Please contact Linda Martin-Chew in the Growth Area Development Assessment Department on 9217 2451 if you wish to discuss any aspect of Council's decision.

Finally, may I remind you that Building Approval must be obtained before undertaking any building or structural work.

Yours sincerely


Roger Susic
Manager Growth Area Development Assessment

Encl.

All correspondence to:
Chief Executive Officer
Locked Bag 1
BUNDOORA MDC VIC 3083
Council Offices
25 Ferres Boulevard
SOUTH MORANG VIC 3752
ABN 72 431 091 058

PERMIT NUMBER: 713236



City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

85-95 CRAIGIEBURN ROAD, WOLLERT
LOTS: 1 & 2 LP: 124595

THE PERMIT ALLOWS:

MULTI LOT, STAGED RESIDENTIAL SUBDIVISION, REMOVAL OF NATIVE VEGETATION, REMOVAL OF DRY STONE WALLS AND CREATION OF ACCESS TO A ROAD ZONE CATEGORY 1 IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Conservation Management Plan

Prior to the submission of Functional Layout Plans in accordance with Condition 3, the permit holder must prepare a Conservation Management Plan for the land at 85-95 Craigieburn Road, Wollert. The Conservation Management Plan must be prepared to the satisfaction of the Responsible Authority and provide for the following:

- a) early securing and fencing of the land from subdivision construction activity;
- b) protection of all areas proposed for conservation rehabilitation, revegetation and landscaping, pest plant and animal control, soil stabilisation, ongoing maintenance and timing and staging of all works;
- c) protection of conservation and heritage features that are to be retained within the Transmission Line Easement, Tree Plantation Reserves, and Conservation Areas, including fencing and appropriate landscape buffers for the exclusion of pedestrians and vehicles where required;

Date issued: 24 April 2012

Signature for the
Responsible Authority:

A handwritten signature in black ink, appearing to be 'L. M. M. M.', is written over a horizontal line.

713236

- d) the requirement that viable seed be collected from Tree 137 (Swamp Gum), propagated by a suitably qualified nursery person, and the stock replanted in open space located within the subdivision.

When approved, the Conservation Management Plan will be endorsed and will then form part of the permit.

2. Stone Wall Management Plan

Prior to the approval of Functional Layout Plans for any stage which contains a dry stone wall (unless otherwise agreed by the Responsible Authority), a stone wall management plan must be submitted to and approved by the Responsible Authority. When approved, the stone wall management plan will be endorsed and will then form a part of the permit. The Stone Wall Management Plan must:

- a) Show stone walls to be removed,
- b) Show stone walls to be retained in situ. All walls located in conservation open space should be retained for habitat opportunities (i.e. insects, reptiles, amphibians and birds),
- c) Show stone walls to be retained, repaired, relocated or reconstructed (with, where relevant, the use of surplus stone from the walls not to be retained),
- d) Include a specification describing the process for protection, dismantling and/or reconstruction of the stone walls.

The stone wall management plan must have regard to the recommendations of the Dry Stone Walls Heritage Investigation report prepared by Dr Maya Barker and dated 22 March 2011, as well as any subsequent reports prepared by suitably qualified persons.

Where a stone wall is located on a common boundary, written authorisation from the adjacent landowner should be obtained prior to removal.

3. Functional Layout plan

Before the submission and approval of construction plans (engineering plans) and the certification of the relevant plan of subdivision for each stage, a functional layout plan for the subdivision or stage of subdivision, generally in accordance with the Subdivision Concept Plan labelled "Design Response Plan" Version 3P dated 21 February 2012, to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the functional layout plan will be endorsed and will then form part of the permit. Three copies of the functional layout plan must be drawn at a scale of 1:500 to acceptable drafting standards and an electronic copy (PDF) must be provided. The functional layout plan must show:

- 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;

Date issued: 24 April 2012

Signature for the

Responsible Authority:



- c) identification by survey of all trees (or group of trees) existing on the site, including dead trees and those that overhang the site from adjoining land;
- d) details of tree protection zones (TPZs), for all trees to be retained on site;
- e) all native vegetation proposed for removal from the site clearly designated, generally in accordance with the Abzecco Report 0981-2, Version 1.0 January 2012; and Design Response and Tree Removal Plan Version 3P Sheet 4 dated 21 February 2012 (but excluding Tree 140);
- f) typical cross-sections for each street type, dimensioning individual elements, services offsets and any other spatial requirements identified in the Epping North East Development Plan;
- g) a table of offsets for all utility services and street trees;
- h) location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls;
- i) the location of appropriately spaced traffic management devices, including intersection treatments, along Road B, Road F, Road H and Road K/Q;
- j) the proposed minor drainage network and any land required for maintenance access;
- k) the major drainage system, including any watercourse, lake, wetland, silt pond and/or piped elements showing preliminary sizing;
- l) overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
- 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) traffic management plan showing sufficient notional (unmarked) on-street car parking spaces, at the rate of one space per lot, traffic control devices and large vehicle turning overlays;
- p) plan indicating the relationship between the subject subdivision stage and surrounding land;
- q) proposed linkages to future streets, open space, regional path network and upstream drainage;
- r) works external to the subdivision, including both interim and ultimate access requirements; and
- s) the ultimate pre-duplication design of Craigieburn Road for its full abuttal to 85 and 95 Craigieburn Road, including a Type C intersection with Road B and any tapering required.

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Signature for the
Responsible Authority:



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

4. Certification plan requirements

Before a plan of subdivision is certified under the Subdivision Act 1988, fourteen copies of the plan including two signed heavyweight copies must be submitted to the Council, unless otherwise agreed by the Responsible Authority. The plan must show all bearings, distances, street names, lot numbers and any necessary easements and reserves, in accordance with the approved Functional Layout Plan.

5. Certification plan restriction

Prior to the certification of the Plan of Subdivision, a restriction must be registered on the plan of subdivision requiring that:

- a) any garage on the lot must not be constructed within a 5m setback from the front boundary, and must be stepped back from the dwelling façade by at least 800mm; and
- b) dwellings on corner lots must provide a second storey setback of at least 900mm where a first floor is proposed.

6. Stage Plan

A sequential staging plan must be submitted to and approved by the Responsible Authority.

CONDITIONS TO BE SATISFIED PRIOR TO COMMENCEMENT OF WORKS

7. Contamination Assessment

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

8. Landscape Master plan

A landscape master plan for the entire subdivision must be prepared and approved by the responsible authority prior to the approval of construction plans (engineering plans). The landscape master plan must show:

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

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9. Stage Landscape Plan

Before the approval by the Responsible Authority of construction plans (engineering plans) a landscape plan for that stage must be prepared. The landscape plan must be to the satisfaction of the Responsible Authority and must be submitted and assessed against the construction plans by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions and three copies must be provided. The landscape plan must show:

- a) the removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds,
- b) all proposed street-tree planting using semi - advanced trees; with maximum container size of 45 litres or equivalent (larger sizes will incur additional establishment and extended maintenance obligations),
- c) the supply and spread of sufficient topsoil and sub soil if required on the proposed areas of open space to provide a stable, free draining surface and hydro-seeding of proposed grass areas (including within the drainage reserve),
- d) mechanisms for the exclusion of vehicles,
- e) all proposed open space, streetscape embellishments such as installation of pathways, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies (including within the drainage reserve).

10. Weed Management Plan

Prior to the development commencing a Weed Management Plan to the satisfaction of the Responsible Authority must be submitted which addresses the following:

- a) a comprehensive list of weeds (noxious, prescribed and environmental weeds) identified on the property, with declared noxious weeds being denoted,
- b) the landowners weed control / management responsibilities to all relevant legislation, planning scheme requirements and guidelines i.e. Catchment and Land Protection Act 1994; Planning and Environment Act 1987, City of Whittlesea Planning Scheme etc,
- c) reference to the following weeds as being high priority prescribed weeds to control under the City of Whittlesea's Pest Plant Local Law:
 - Artichoke Thistle (*Cynara cardunculus*)
 - Blackberry (*Rubus fruticosus*)

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- Chilean Needle-grass (*Nassella neesiana*)
 - Gorse (*Ulex europaeus*)
 - Paterson's Curse (*Echium plantagineum*)
 - Scotch Thistle (*Onopordum acanthium*)
 - Serrated Tussock (*Nassella trichotoma*)
 - Sweet Briar (*Rosa rubiginosa*)
- d) brief identification descriptions for all prescribed weeds listed above and / or include Council's Weed Fact Sheets as an appendix.
- e) the modes of spread of the various weeds identified on the property.
- f) suitable weed control methods and techniques for the various weeds identified on the property.
- g) reference that many chemicals require an Agricultural Chemicals User Permit (ACUP) to purchase and / or use them to control weeds. If the landowners choose to utilise chemicals they are strongly encouraged to either undertake appropriate training to gain an ACUP and / or engage a suitably qualified contractor to undertake works.
- h) reference to the Australian Pesticides and Veterinary Medicines Authority (APVMA), which is a government authority which regulates the registration of all agricultural and veterinary chemical products in Australia. Its website provides a database which allows users to search for information about products and their uses. It also enables users to easily search for registered products that may be suitable for the control of particular weeds and pest animals.
- i) APVMA contact details: (02) 6210 4700 or visit www.apvma.gov.au
- j) a timetable of weed control works which must be undertaken throughout the development process until statement of compliance has been issued for the subdivision/development.
- k) machinery hygiene protocols consistent with best management practice which includes, but is not limited to the following:
- Induction process and / or signs to ensure all machinery / vehicle operators are aware of and conform to machinery hygiene protocols;
 - Installation of portable clean-down facilities at designated exit points of the development site;
 - Use of portable clean-down facilities, utilising the following clean down techniques:
 - High pressure air blasting

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- Wash-down
- Vacuuming
- Physical removal i.e. brushing down using a broom
- Rumble / Shaker grids
- All machinery leaving the site must be cleaned before exiting;
- All trucks and machinery used to transport soil, gravel, rock and stone must secure their loads with tarps or other covering to ensure material, including weed seeds and other material capable of growth is not deposited on roads/ roadsides;
- The disposal of waste from clean down procedures;
- Must outline other key mitigation measures to prevent the spread of all prescribed and declared noxious weeds.

11. Construction Plans

Road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority, prior to the issue of Statement of Compliance. Before any roads / drainage works associated with the subdivision start, detailed construction plans for the stage of works to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. The construction plans will not be considered until the functional layout plan(s) for the relevant stage has been approved by the responsible authority and landscape plans submitted, the plan of subdivision has been lodged for certification with the responsible authority and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale with dimensions and three copies must be provided. The construction plans must include:

- a) all necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report,
- b) all details of works consistent with the approved functional layout plan, submitted landscape plan and lodged plan of subdivision,
- c) design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt,
- d) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan,
- e) provision of public lighting and underground electricity supply within all streets,
- f) traffic control measures.

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- g) provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers,
- h) provision of concrete footpaths in all streets and reserves,
- i) shared paths in accordance with the approved Development Plan within streets and reserves,
- j) provision of underground easement drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot,
- k) the location and provision of vehicle exclusion mechanisms abutting reserves,
- l) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves,
- m) appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision,
- n) provision for the utilisation of any surplus top soil from this stage,
- o) permanent survey marks,
- p) unless an alternative empty conduit network is being installed that is suitable for fibre optic infrastructure and the applicant has evidence of an access agreement between the carrier putting in the conduit and the National Broadband Network Company, the provision of conduits, including pits and ancillary works for optical fibre telecommunications services or any equivalent alternative approved by the Responsible Authority and the conduit shall be designed in accordance with clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001,
- q) survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones,
- r) details in relation to all filling on the site which must be compacted to specifications approved by the responsible authority,
- s) the relocation underground of all existing aerial services, including electricity and telecommunications assets, within streets abutting the subdivision,
- t) the location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained; and
- u) the upgrade of Craigieburn Road for construction vehicle access, to include basic right and left auxiliary turning lanes unless otherwise agreed by the Responsible Authority; and

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- v) the ultimate pre-duplication construction of Craigieburn Road for its full abuttal to 85 and 95 Craigieburn Road, including a type C intersection with Road B and any tapering required.

12. Construction vehicle access for Craigieburn Road

Prior to the commencement of development, road and drainage works must be completed to the satisfaction of the Responsible Authority providing basic right and left auxiliary turning lanes on Craigieburn Road to provide suitable site access for construction vehicles, unless otherwise agreed in writing by the Responsible Authority.

13. Tree Protection Zones

Prior to the commencement of any works on the land, each tree protection zone nominated within an open space and/or road reservation on the approved Functional Layout Plans must:

- a) be fenced with temporary fencing in accordance with the attached specifications annotated in this permit to the satisfaction of the responsible authority;
- b) include a notice on the fence to the satisfaction of the responsible authority advising on the purpose of the tree protection zone, the need to retain and maintain the temporary fencing and that fines will be imposed for removal or damage of the fencing and trees.

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

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

14. Tree protection bonding


Prior to commencement of the subdivision hereby permitted, or at such later date as the responsible authority may approve in writing, there shall be provided to the responsible authority a bank guarantee for the amount of \$100,000 as security deposit for the satisfactory completion of the requirements in relation to tree preservation and to ensure that trees are not damaged during the construction phase.

Upon completion of the subdivision works to the satisfaction of the Responsible Authority, the bank guarantee will be returned to the developer. Where it is determined to the satisfaction of the Responsible Authority that a tree covered by a tree protection envelope has been damaged as a result of buildings and works by the applicant or its contractors, to an extent that it affects detrimentally the life, health and appearance of the tree or its contribution to the streetscape, financial damages will be paid by the applicant. The extent of damages must be established through the appointment of an independent suitably qualified person.

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Signature for the

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15. Site Management Plan

Before any works, including works required by other authorities, start:

- a) Four copies of a site management plan for the relevant stage must be submitted to and approved by the responsible authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The Site Management Plan must:
 - i) include separate parts describing relevant matters of occupational health and safety, traffic management, environmental controls and cultural protection measures,
 - ii) Be submitted to the responsible authority a minimum of seven days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendant as appointed by the developer) on the site of the works,
 - iii) include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while any works are in progress,
 - iv) include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with building and works on the land to the satisfaction of the responsible authority.
 - v) include measures to reduce the impact of noise, dust and other emissions created during the construction process.
- b) All environmental and cultural protection measures identified shall be described on a drawing(s) drawn to scale and prepared in accordance with Melbourne Water standards for such drawings.

The developer must keep the Responsible Authority informed in writing of any changes to the Site Management Plan. If in the opinion of the responsible authority the changes represent a significant departure from the approved Site Management Plan then an amended Site Management Plan must be submitted to and approved by the responsible authority. The approved measures must be carried out continually and completed to the satisfaction of the Responsible Authority.

16. Stormwater Drainage

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

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

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Signature for the

Responsible Authority: Linda Marshall

CONDITIONS TO BE SATISFIED DURING CONSTRUCTION WORKS

17. Layout not altered

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

18. Native vegetation removal

No native vegetation other than that hereby permitted shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.

19. Development and works in tree protection zones

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

20. Filling of land

All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 - 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the responsible authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works. Before the issue of a Statement of Compliance unless otherwise agreed in writing by the responsible authority, compaction test results and a report shall be provided to the satisfaction of the Responsible Authority.

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

21. Craigieburn Road intersection

Prior to the issue of Statement of Compliance for Stage 2, the construction of Craigieburn Road to the ultimate pre-duplication standard for its full abuttal to 85 and 95 Craigieburn Road, including a type C (channelised) Intersection with Road B and any tapering required, must be completed to the satisfaction of the Responsible Authority.

22. Fences abutting open space reserves

Prior to the issue of a Statement of Compliance for any stage of the subdivision the permit holder enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987, or any other restriction deemed satisfactory by the Responsible Authority, that requires the future maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).

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

23. Development Contributions

Prior to the issue of a Statement of Compliance for any stage of the subdivision, development contributions must be paid to the Responsible Authority in accordance with the approved Epping North East Development Contributions Plan, unless otherwise agreed to in writing by the Responsible Authority.

24. Conservation Management Plan – Preparation of Section 173 Agreement

Prior to the issue of a Statement of Compliance for any stage of the subdivision, the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 which secures the ongoing management of the land at 85-95 Craigieburn Road, Wollert being the responsibility of the developer for a period of 10 years in accordance with the Conservation Management Plan prepared in accordance with Condition 1.

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

25. Offsets and net gain for native vegetation removal

Prior to the removal of the native vegetation permitted by this permit, the permit holder must prepare and implement a native vegetation offset management plan to achieve a net gain associated with the removal of native vegetation approved under this permit to the satisfaction of the Responsible Authority. The offsets must be provided in accordance with the provisions of the Victorian Native Vegetation Management Framework and the Port Phillip and Westemport Regional Native Vegetation Plan.

With the agreement of the Responsible Authority, a monetary contribution made payable to the Responsible Authority for it to secure the requisite land and to establish and maintain the required native vegetation offset may be accepted in lieu of the preparation and implementation of the offset management plan by the permit holder.

26. Statement of compliance with deferment of landscape works

Before the issue of a Statement of Compliance for any stage or by such later date as is approved by the Responsible Authority in writing, the applicant may seek, to the satisfaction of the Responsible Authority, the issue of the Statement of Compliance but with deferment of completion of all or part of landscape construction works shown on the endorsed plans, provided:

- a) An amount equivalent to the agreed estimated cost of outstanding streetscape / landscape construction and maintenance works will be required by the Responsible Authority as security deposit.
- b) A works program is provided setting out the proposed timing of all outstanding landscape construction works.

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

27. Statement of compliance with deferment of civil works

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

- a) all relevant referral authorities have consented to the issue of a Statement of Compliance,
- b) civil construction works have been completed except one or more of concrete works (excluding kerb and channel), wearing course asphalt and top-soiling of nature strips and rain gardens/ swales,
- c) an amount equivalent to 150% the agreed estimated cost of outstanding civil construction works will be required by the responsible authority as security deposit,
- d) a works program is provided setting out the proposed timing of all outstanding construction works,
- e) a site safety plan that ensures continuous public safety measures are maintained until completion of the deferred works.

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

28. Fences adjoining reserves

Before Statement of Compliance is issued, all fences adjoining all reserves (other than road reserves) are to be erected by the developer (or owner) at no cost to Council.

CONDITIONS TO BE SATISFIED FOLLOWING CONSTRUCTION WORKS

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


The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.

30. Completion of landscape works

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Before occupation of each stage of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscape works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

31. Landscape Maintenance

The landscaping (except for grass in nature strips of streets) shown on the approved stage landscape plans, must be maintained to the satisfaction of the Responsible Authority for a period of two full summers plus three months from the issue of a Certificate of Practical Completion of landscaping, including that any dead, diseased or damaged plants are to be replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.

Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the Responsible Authority to undertake an inspection prior to the issue of the Certificate of Final Completion.

32. As constructed plans (Construction plans)

Prior to the commencement of the defects liability period the following must be submitted to the satisfaction of the Responsible Authority:

- a) a complete set of 'as constructed plans' of site works, in hard copy transparent film and digital file format AutoCAD (2000). The digital files must have a naming convention to enable identification of Council assets listed.
- b) a list of asset quantities which include the following Council assets;
- c) total length of Roads, Footpath, Kerb and Channel,
- d) total number of Bridges, WSUD features, Traffic calming devices,
- e) total length of pipe and number of pits for Drainage & Telecommunications,
- f) total number of streetlights.
- g) asset information in digital format to include drainage data as per "D-Spec" (the Consultant /Developer Specifications for the delivery of drainage data to Local Governments).

33. As constructed plans (Landscape plan)

No later than 21 days after issue of certificate of practical completion for landscaping the following must be submitted;

- a) a complete set of 'as constructed plans' (which will be the stage landscape plan amended if necessary to show any changes that may have occurred during construction), in hard copy transparent film;

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- b) an 'as constructed stage landscape plan' in digital file format (currently AutoCAD 2000, or other format to the satisfaction of the Responsible Authority).

34. Removal of top soil

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

35. Amenity

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

- a) Transport of materials, goods or commodities to and from the land;
- b) Appearance of any building, works or materials;
- c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

36. Reticulated Services

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

37. Time Limits

This permit will expire if:

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

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

REFERRAL AUTHORITY CONDITIONS

Melbourne Water Conditions

- 38. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and matters in accordance with the statutory powers of Melbourne Water Corporation.

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Signature for the

Responsible Authority: *John M. C.*

39. The new lots must achieve appropriate freeboard in relation to overland flow paths to Council's satisfaction.
40. All new lots must be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing Melbourne Water waterway, whichever is the greater.
41. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
42. Melbourne Water requires that the applicant submit a detailed Stormwater Management Strategy, which calculates flow levels, and flood levels for the 100 year ARI flood event and demonstrates how stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objective for environmental management of stormwater.
43. Easements and reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water
44. Prior to the commencement of works a separate application, direct to Melbourne Water, must be made for any stormwater connection to a Melbourne Water asset. Prior to accepting an application, evidence must be provided, demonstrating that a connection to the Council drainage system is not feasible. Contact Asset Services on telephone 9235 1414 for Melbourne Water's connection requirement, including payment of appropriate fees.
45. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
46. Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
47. Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

Telstra Conditions

48. The plan of subdivision submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act.
49. Telstra will not consent to the issue of a Statement of Compliance until such time as the applicant provides satisfactory evidence of compliance with the above condition.

SPI Electricity Conditions

50. The applicant must enter in an agreement with SPI Electricity Pty Ltd for supply of electricity to each lot on the endorsed plan.
51. The applicant must enter into an agreement with SPI Electricity Pty Ltd for rearrangement of the existing electricity supply system.

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52. The applicant must enter into an agreement with SPI Electricity 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 SPI Electricity Pty Ltd.
53. The applicant must provide easements satisfactory to SPI Electricity Pty Ltd for the purpose of "Power Line" in favour of "SPI Electricity Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing SPI Electricity Pty Ltd electric power lines and for any new power lines required to service lots on the endorsed plan and/or abutting land.
54. The applicant must obtain for the use of SPI Electricity Pty Ltd any other easement required to service the lots.
55. The applicant must adjust the position of any existing SPI Electricity Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
56. The applicant must set aside on the plan of subdivision Reserves for the use of SPI Electricity Pty Ltd for electric substations.
57. The applicant must provide survey plan for any electric substations required by SPI Electricity Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years, at a nominated rental with a right to extend the lease for a further 30 years. SPI Electricity 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.
58. The applicant must provide to SPI Electricity Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
59. The applicant must 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 SPI Electricity 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.
60. The applicant must ensure that all necessary auditing is completed to the satisfaction of SPI Electricity Pty Ltd to allow the new network assets to be safely connected to the distribution network.
61. The applicant must obtain written agreement from SPI PowerNet to the final plan of subdivision for each stage, prior to certification.
62. The plan of subdivision must show the SPI PowerNet easement fully dimensioned on all affected lots.
63. The position of the SPI PowerNet easement must be adjusted where necessary to accord with the position of the existing transmission lines as determined by survey.

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- 64. Approval must be obtained from SPI PowerNet for any roads that are proposed within the SPI PowerNet easement.
- 65. Gates must be installed in any new boundary fences that cross the SPI PowerNet easement to enable access for SPI PowerNet vehicles.
- 66. Civil construction drawings of proposed road works and the installation of services within the easement must be submitted to SPI PowerNet and approved in writing prior to the commencement of work on site.

Yarra Valley Water Conditions

- 67. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- 68. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

VicRoads Conditions

- 69. There shall be no direct access to Craigieburn Road from any lot or subdivisional road with the exception of Road "B".
- 70. Prior to the commencement of any works on site, scaled functional layout plans for the interim channelized arrangement and ultimate left-in and left-out arrangement of the intersection of road "B" and Craigieburn Road shall be prepared to the satisfaction of VicRoads and the Responsible Authority and submitted for approval.
- 71. Prior to the issue of Statement of Compliance for Stage 2, the roadworks at the intersection of road "B" and Craigieburn Road must be completed at no cost to and to the satisfaction of the Responsible Authority and VicRoads.
- 72. Where the internal roads "D" and "E" abut Craigieburn Road, suitable screening/fencing is required to be installed to prevent headlight glare onto Craigieburn Road, to the satisfaction of VicRoads and the Responsible Authority.
- 73. The developer shall be responsible for the relocation and reinstatement of any trees, poles, road furniture and any other services that may be required in this work, to the satisfaction of and at no cost to VicRoads and the Responsible Authority.

Notes:

Public Lighting Note


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

Tree Protection zone and attached specification to Condition No. 3 and 13

The tree protection zone must be designed in accordance with the City of Whittlesea's tree protection zone guidelines. This generally requires that the TPZ is

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

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

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

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

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

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

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

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

- Ring lock wire mesh approximately 1.5 metres high.
- Main posts 100mm treated pine (TP).
- Intermediate posts steel star pickets (SP).
- The corner posts are to be TP with TP stays.
- Every third post is to be TP.
- SP to be placed intermediately between the TP
- Posts at 3 metre intervals.
- The ring lock mesh to encircle the structure and be firmly secured at each post.

Date issued: 24 April 2012

Signature for the

Responsible Authority:



- Posts must be sunk into the ground by 450mm (there is to be no concrete to secure posts as this will affect pH. levels).
- The tree protection zone is to be clearly sign posted in accordance with Condition 8.
- With the agreement of the Responsible Authority, tree protection zone fencing may not be provided where permanent reserve fencing is introduced prior to construction. The specification of the permanent fencing must be to the satisfaction of the Responsible Authority.

Street Numbering Note:

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

Sustainable Land Management Note:

For further information pertaining to machinery hygiene to minimise weed spread please refer to the Victorian Department of Primary Industry website.

Council's Weed Fact sheets are available on the City of Whittlesea website at www.whittlesea.vic.gov.au.

Telstra

- Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from Dial Before You Dig – Ph: 1100.
- For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.

If you require any further information in relation to Telstra conditions contact Colleen Snibson on 03 53299153, quoting reference number 91756.

Melbourne Water

If further information is required in relation to Melbourne Water's permit conditions contact Colette Newcome on 9235 2534, quoting reference number 171236.

SP Ausnet

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

Date Issued: 24 April 2012

Signature for the

Responsible Authority:



- Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.
- Prospective purchasers of lots on this plan should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

If you require any further information in relation to SP Ausnet permit conditions contact Andrew Webber on 92374447, quoting reference number 74326088.

SPI PowerNet

- It should be noted that there are restrictions on development within the SPI PowerNet easement including roads, buildings, structures, earthworks, services and trees, and that vehicle access is required by SPI PowerNet at all times.

If you require any further information in relation to SPI PowerNet permit conditions contact Neil McLeod on 96956163, quoting reference number 4729631.

Yarra Valley Water

- Please send the plan to Yarra Valley Water prior to certification.

If you require any further information in relation to Yarra Valley Water permit conditions contact Christopher Brooks on 9872 2559, quoting reference number 256792.

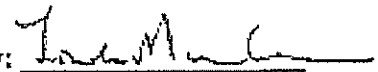
VicRoads

- Worksite traffic management practices on Craigleburn Road must be in accordance with "Road Management Act 2004 – Worksite Safety Traffic Management – Code of Practice" and Australian Standard AS 1742.3 – 2009 "Manual of Uniform Traffic Control Devices – Part 3: Traffic Control Devices for Works on Roads". If traffic congestion becomes excessive at any time, the contractor must undertake measures to ease congestion.
- A traffic management plan shall be submitted to VicRoads for consent at least 14 days prior to the commencement of any works in the road reserve. No traffic management devices are to be erected until VicRoads issues authorisation for the erection of those devices in accordance with the traffic management plan.
- Any works associated with the proposed development shall be performed at no cost to VicRoads or the Responsible Authority.
- Separate consent for works within the road reserve and the specifications of these works is required under the Road Management Act 2004. For the purposes of this application the works will include provision of traffic signals; and

Date Issued: 24 April 2012

Signature for the

Responsible Authority:



- Please note that the approval covered under VicRoads consent covers only the works associated with the planning permit application and does not imply right to:
 - a) Connect to utilities, drainage, etc. within the road reserve, relocate services from the property into the road reserve, extend or alter existing utility arrangements within the road reserve.
 - b) Carry out any works within the road reserve which may impact roadside vegetation including vegetation removal, and works within the dripline of trees (eg. Excavation, stockpiling of materials, etc).

If you require any further information in relation to VicRoads permit conditions contact Graham Fry on 93131309, quoting reference number 0447955.

Date issued: 24 April 2012

Signature for the
Responsible Authority:



PLAN OF SUBDIVISION 710882C

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS 710882C	
<p>Location of Land</p> <p>Parish: WOLLERT</p> <p>Township:</p> <p>Section: -</p> <p>Crown Portion: 2 & 3 SECTION 12 (PART)</p> <p>Title References:</p> <p>c\1 Vol 11461 Fol 209</p> <p>Last Plan Reference: PS 710875Y (LOT A)</p> <p>Postal Address: 95 CRAIGIEBURN ROAD (At time of subdivision) WOLLERT VIC 3750</p> <p>MGA Co-ordinates: E 325 157 Zone: 55 (GDA 94) (Of approx. centre of plan) N 5835 735</p>		COUNCIL - CITY OF WHITTLESEA		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>LOT NUMBERS 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN..</p> <p>THE OTHER PURPOSE OF THIS PLAN IS TO CREATE THE RESTRICTION DESCRIBED HEREUNDER.</p> <p><u>CREATION OF RESTRICTION</u> (Regulation 15 Subdivision (procedures) Regulations 2000)</p> <p>UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS IS TO BE CREATED.</p> <p>LAND TO BENEFIT: LOTS 201 TO 272 (BOTH INCLUSIVE) ON THIS PLAN - PS710875Y.</p> <p>LAND TO BE BURDENED: LOTS 201 TO 272 (BOTH INCLUSIVE) ON THIS PLAN - PS710882C.</p> <p>DESCRIPTION OF RESTRICTION</p> <p>EXCEPT WITH THE WRITTEN CONSENT OF COUNCIL THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE BURDENED LOTS ON THIS PLAN SHALL NOT BUILD ERECT OR CONSTRUCT OR CAUSE TO BE BUILT ERECTED OR CONSTRUCTED ANY BUILDING OTHER THAN IN ACCORDANCE WITH THE FOLLOWING "BUILDING ENVELOPE SPECIFICATION."</p> <p>"BUILDING ENVELOPE SPECIFICATION"</p> <p>(a) ANY GARAGE ON THE LOT MUST NOT BE CONSTRUCTED WITHIN A 5m SETBACK FROM THE FRONT BOUNDARY, AND MUST BE STEPPED BACK FROM THE DWELLING FACADE BY AT LEAST 800mm; and</p> <p>(b) DWELLINGS ON CORNER LOTS MUST PROVIDE A SECOND STOREY SETBACK OF AT LEAST 900mm WHERE A FIRST FLOOR IS PROPOSED.</p>		
ROADS R-1 RESERVE N's 1, 2 & 4 RESERVE No 3	CITY OF WHITTLESEA CITY OF WHITTLESEA SPI ELECTRICITY PTY LTD			
NOTATIONS				
DEPTH LIMITATION - DOES NOT APPLY				
<p>Survey: This plan is based on survey</p> <p>To be completed where applicable. This survey has been connected to permanent marks no(s). WOLLERT PM 84 (GPSnet) in Proclaimed Survey Area no. -</p> <p>Staging: This is not a staged subdivision. Planning Permit No 713236</p>				
EASEMENT INFORMATION				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1,E-2	TRANSMISSION OF ELECTRICITY	See diag	C/E D928137	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2,E-3	SEWERAGE	See diag	PS710875Y	YARRA VALLEY WATER
E-4,E-5	SEWERAGE	See diag	THIS PLAN	YARRA VALLEY WATER
E-6	DRAINAGE	See diag	ISEC 136 WATER ACT (1989) THIS PLAN	CITY OF WHITTLESEA
<p>Woodcrest Estate Stage 2 - 10.373ha (Incl. reserves 1-4) - 76 Lots</p> <div style="display: flex; align-items: center;"> <div> <p>BORTOLI WELLINGTON PTY.LTD.</p> <p>ABN 46 069 841 498</p> <p>CONSULTING LAND SURVEYORS</p> <p>Unit 14/104 FERNTREE GULLY ROAD DAKLEIGH EAST VIC 3164</p> <p>PO BOX 776 MOUNT WAVERLEY VIC 3149</p> <p>Phone (03) 9543 5855 FAX (03) 9543 2755</p> </div> </div>		<p>DIGITALLY SIGNED BY LICENSED SURVEYOR:</p> <p>Robert G Bortoli</p>		<p>Sheet 1 of 6 Sheets</p> <p>ORIGINAL SHEET SIZE A3</p>
REF 2002B		VERSION 2		
2015-01-23 2002b-1 2015-01-23				

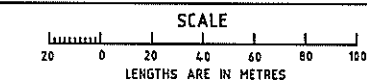
ENLARGEMENT A
NOT TO SCALE**RESERVE No 2**

THE BURCHETT

CRAIGIEBURN**ROAD**SEE SHEET 3
LOTS 201 TO 213 (B.I.)**Reserve No 2**
4.019ha
(MUNICIPAL PURPOSES)**A**
5.727haSEE SHEET 6
LOTS 229 TO 231 (B.I.) &
LOTS 265 TO 272 (B.I.)
LOTS B,C,D,ESEE SHEET 4
LOTS 214 TO 220 (B.I.) &
LOTS 238 TO 255 (B.I.)SEE SHEET 5
LOTS 221 TO 228 (B.I.) &
LOTS 232 TO 237 (B.I.) &
LOTS 256 TO 264 (B.I.)**Reserve No 4**
2534m²
(MUNICIPAL PURPOSES)ENLARGEMENT B
NOT TO SCALE**BORTOLI WELLINGTON PTY.LTD.**
ABN 46 069 841 698
CONSULTING LAND SURVEYORS
Unit 14/104 Fernside Gully Road Oakleigh East VIC 3166
PO BOX 776 Mount Waverley VIC 3149
Phone (03) 9543 5855 FAX (03) 9543 2755

2015-01-21 2002B-2

1/22/15

REF 2002B
VERSION 2Digitally signed by
LICENSED SURVEYOR: Robert G Bortoli

ORIGINAL

SCALE
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SIZE
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Sheet 2

CRAIGIEBURN**ROAD****Reserve No 1**

(MUNICIPAL PURPOSES)

921m²**201**424m²**208**535m²**202**350m²**203**350m²**204**350m²**205**350m²**206**439m²**207**620m²**CRESCENT****A**

(SEE SHEET 2)

AHERN**PLACE****SALLYBANK****CRESCENT****Reserve No 2**

(SEE SHEET 2)

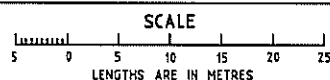
MGA94 Zone 55



BORTOLI WELLINGTON PTY.LTD.
 ABN 46 069 841 498
 CONSULTING LAND SURVEYORS
 UNIT 14/104 FERNTREE GULLY ROAD DAKELIGH EAST VIC 3146
 PO BOX 776 MOUNT WAVERLEY VIC 3149
 Phone (03) 9543 5855 FAX (03) 9543 2755

2015-01-19 2002B-3

1/22/15



REF 2002B
 VERSION 2

Digitally signed by
 LICENSED SURVEYOR: Robert G Bortoli

ORIGINAL**SCALE**

1:500

SHEET

SIZE

A3

Sheet 3

SEE SHEET 4

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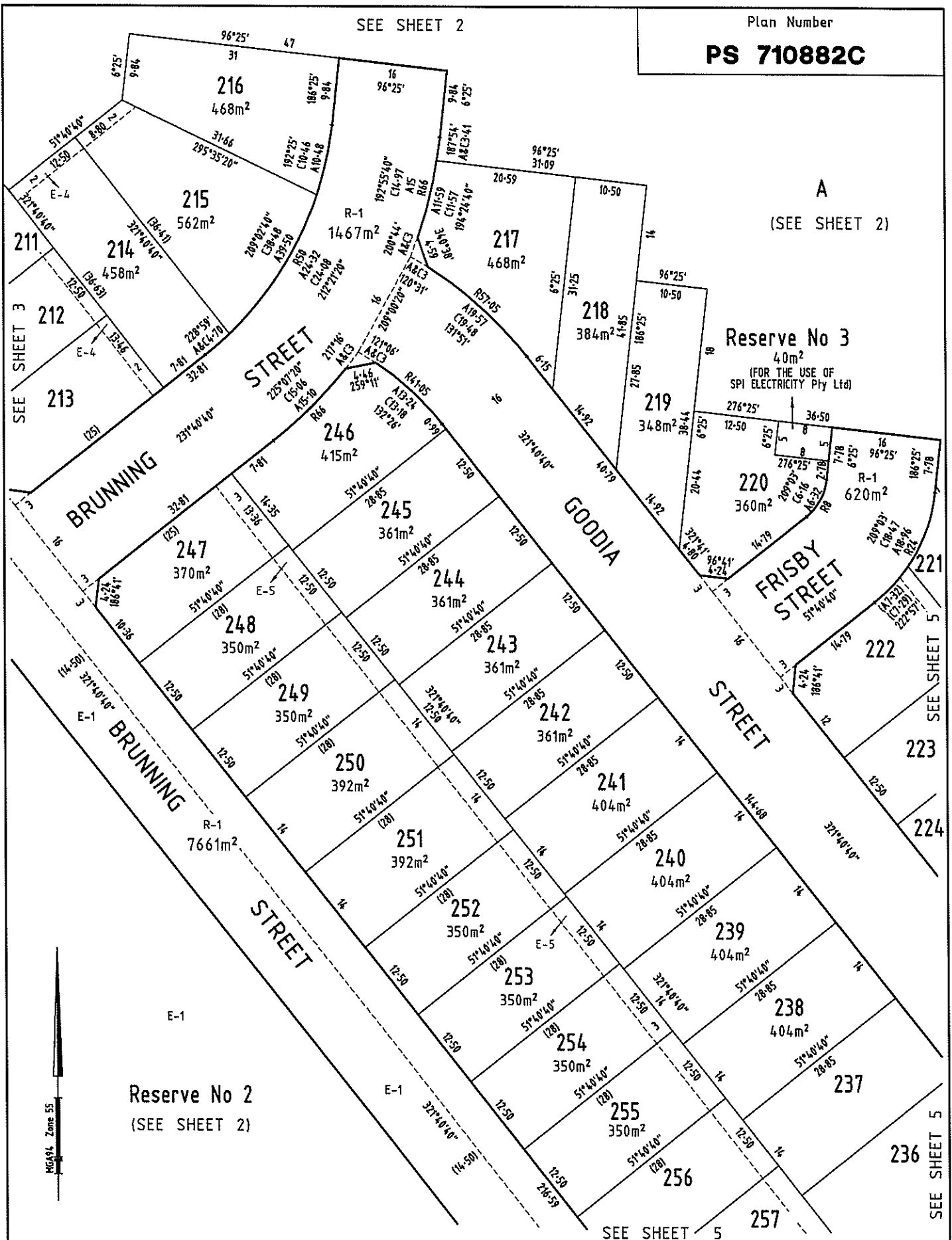
SEE SHEET 2

Plan Number

PS 710882C

A

(SEE SHEET 2)



BORTOLI WELLINGTON PTY. LTD.
 ABN 46 069 861 498
 CONSULTING LAND SURVEYORS
 UH 14/144 FERNTEE GULLY ROAD DAKLEIGH EAST VIC 3146
 PO BOX 776 MOUNT WAVERLEY VIC 3149
 Phone (03) 9543 5855 FAX (03) 9543 2755

2015-01-19 2002B-4

1/22/15

SCALE
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 LENGTHS ARE IN METRES

REF 2002B
 VERSION 2

Digitally signed by

LICENSED SURVEYOR: Robert G Bortoli

ORIGINAL

SCALE

1:500

SHEET

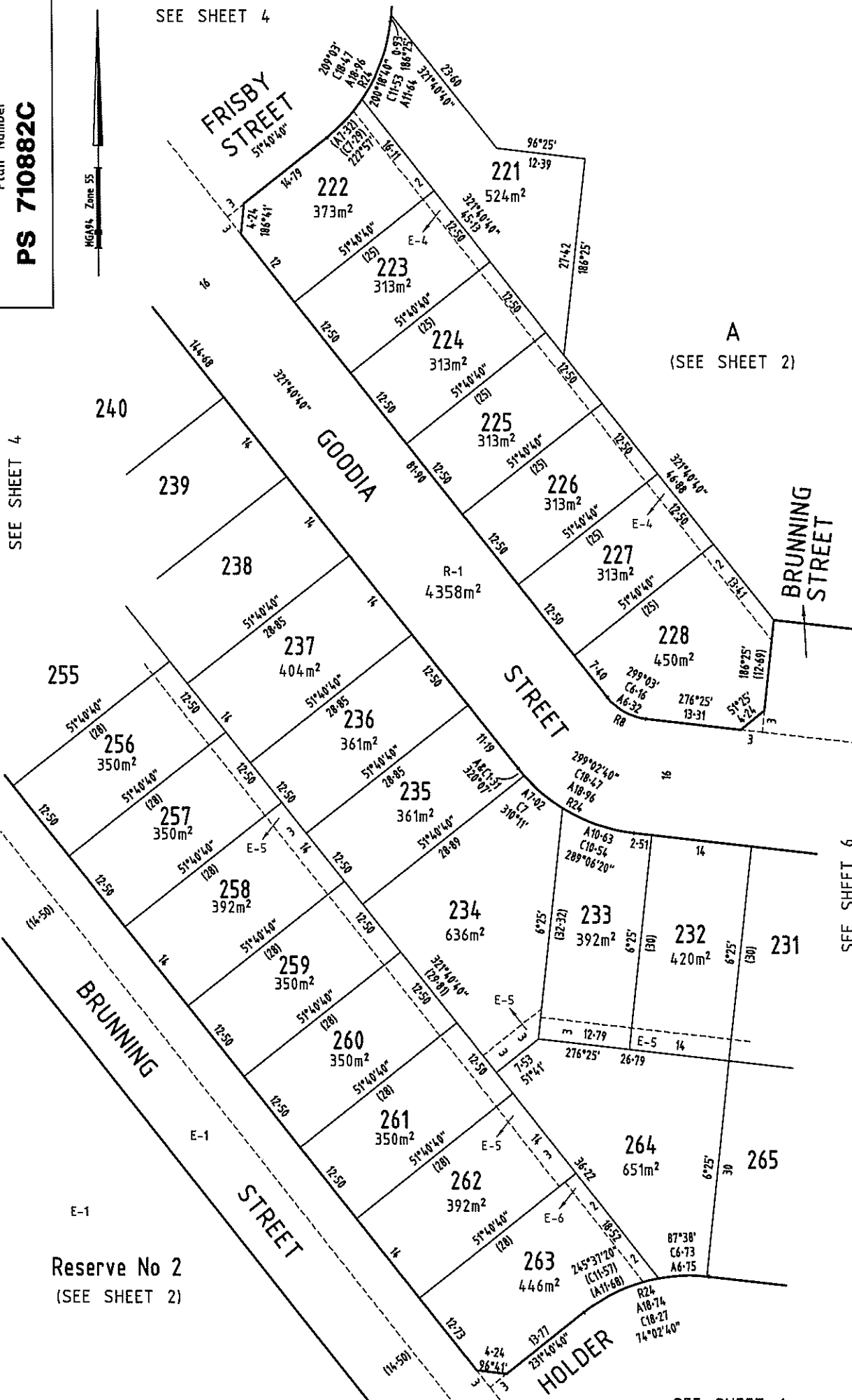
SIZE

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Sheet 4

SEE SHEET 4

MGA94, Zone 55



DIGITALLY SIGNED BY
LICENSED SURVEYOR: Robert G Bortoli

ORIGINAL
SCALE
SHEET
SIZE
1:500
A3

SCALE
LENGTHS ARE IN METRES
0 5 10 15 20 25

VERSION 2

REF 2002B

BORTOLI WELLINGTON PTY.LTD.
ABN 46 669 841 498
CONSULTING LAND SURVEYORS
Unit 1/4 REMIRE GULLY ROAD GARDER EAST VIC 3144
PO BOX 716 MOUNT WAVERLEY VIC 3149
Phone (03) 9543 5855 FAX (03) 9543 2755
1/72/15
2015-01-19 2002B-5

SEE SHEET 6

SEE SHEET 5

Plan Number

PS 710882CA
(SEE SHEET 2)

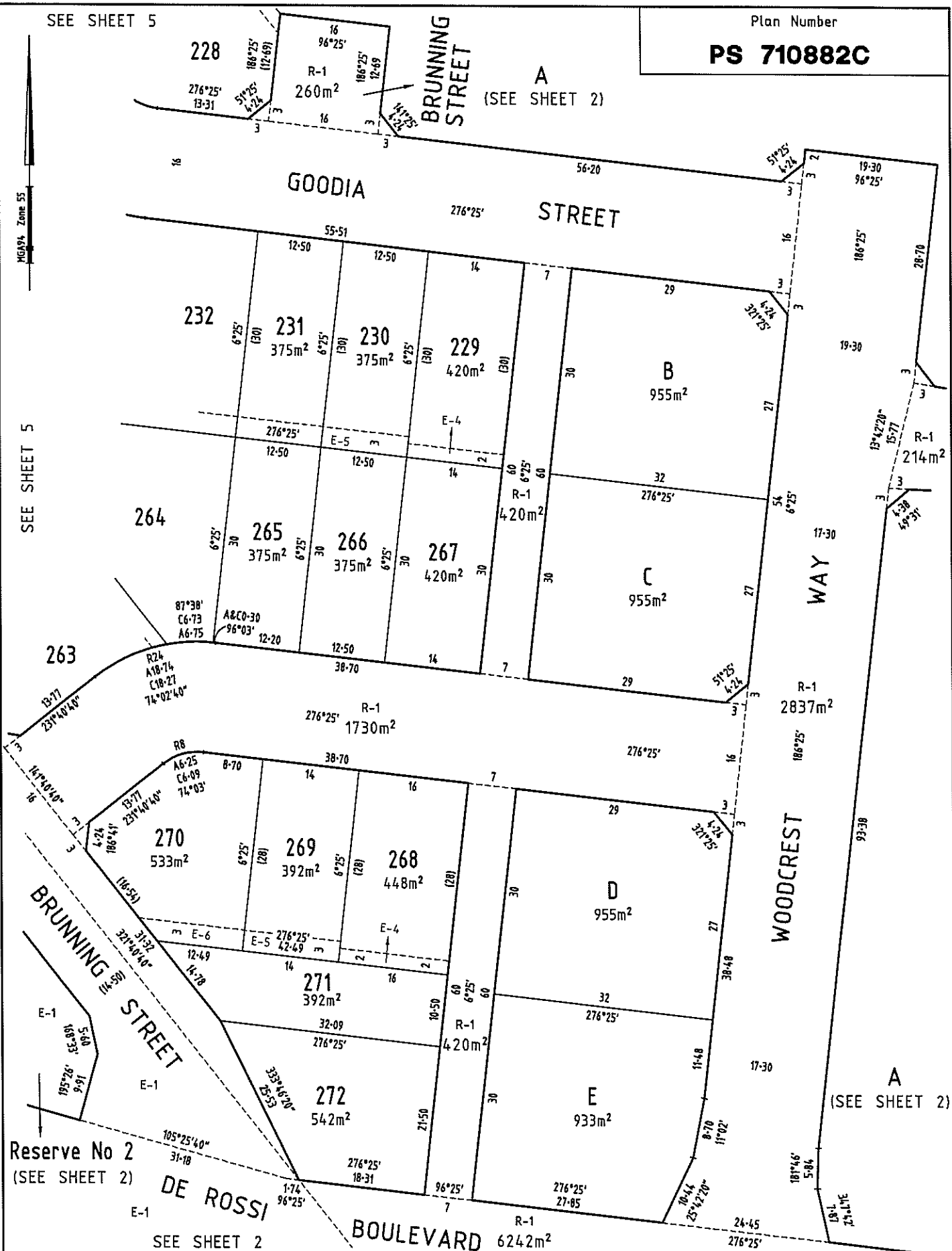
BRUNNING STREET

GOODIA

STREET

MGA94 Zone 55

SEE SHEET 5



BORTOLI WELLINGTON PTY.LTD.
 ABN 44 069 861 498
 CONSULTING LAND SURVEYORS
 Unit 14/104 Ferntree Gully Road Oakleigh East VIC 3166
 PO BOX 776 Mount Waverley VIC 3149
 Phone (03) 9543 5855 FAX (03) 9543 2755

2015-01-19 2002B-6

1/22/15

SCALE
 0 5 10 15 20 25
 LENGTHS ARE IN METRES

REF 2002B
 VERSION 2

ORIGINAL

SCALE

1:500

SHEET

SIZE

A3

Sheet 6

Digitally signed by

LICENSED SURVEYOR: Robert G Bortoli

RESTRICTIVE COVENANT

The Purchaser hereby purchases the land subject to the terms of the following restrictive covenant and covenants with the Vendor to incorporate it into the Transfer of Land from the Vendor.

"And the said transferee for himself, his heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part or parts thereof do hereby and as a separate covenant covenant with Craigieland Pty Ltd ACN 1122 185 326, its successors, assigns and transferees and other registered proprietor or proprietors for the time being of all land comprised in the Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) shall not erect or cause to be erected or construct on the land hereby sold dwelling house other than constructed of brick, brick or masonry veneer, or other approved texture coated material of which such building materials must be new".

RATES CERTIFICATES

EPA Priority Sites Register Extract



Client: CORCORIS & COMPANY
Level 1, 20 Council Street
HAWTHORN EAST 3123

Client Ref: EW: Craigieland Wollert Stage 2
Certificate No: 19324214:35322197

Property Inquiry Details:

Street Address: 95 Craigieburn Road
Suburb: WOLLERT
Map Reference: Melways Edition 39, Map No:388, Grid Letter: K, Grid Number: 12

Date of Search: 12/02/2014

Priority Sites Register Report:

A search of the Priority Sites Register for the above map reference, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the date last notified by the EPA.

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: (03) 9695 2722 Fax: (03) 9695 2610

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.

Department of
Transport, Planning and
Local Infrastructure

Bushfire Prone Area Report

From www.dpcd.vic.gov.au/planning on 12 February 2015 12:53 PM

Lot / Plan: Lot A PS710875

Address: 95 CRAIGIEBURN ROAD WOLLERT 3750

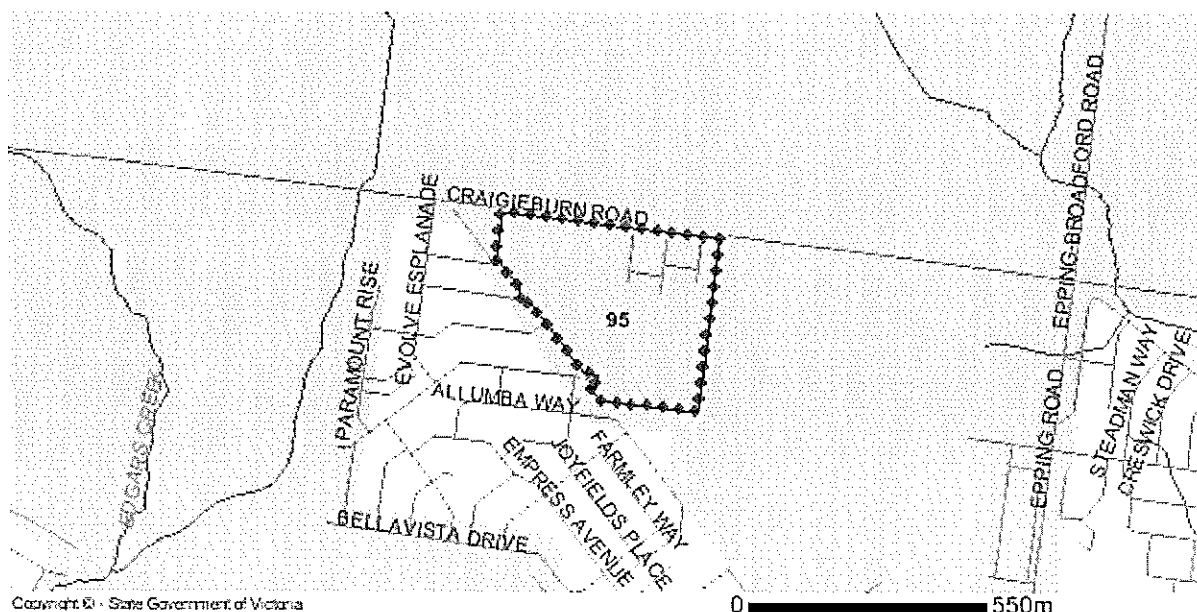
Local Government (Council): WHITTLESEA Council Property Number: 878066

Directory Reference: Melway 388 K12

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Bushfire Prone Area Map



Bushfire Prone Area Legend



Bushfire Prone Area



Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011,

as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014 and 22 October 2014.

The Building Regulations 2006 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 via the Bushfire Prone Areas Map Service at services.land.vic.gov.au/maps/bushfire.jsp 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 in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas in Victoria visit [Planning Schemes Online](#)

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).





CERTIFICATE No: 24148581 DATE: 02/10/2014

ROADS CERTIFICATE

Client: Aston Services Pty Ltd
 1 20 Council Street
 HAWTHORN EAST 3123

Matter Ref: EW: Craigieland Stage 2
 Wollert
Vendor: CRAIGIELAND PTY LTD
Purchaser:

Subject Property: 95 CRAIGIEBURN ROAD WOLLERT VIC 3750

Title Particulars: Vol 11461 Fol 209

Municipality: WHITTLESEA

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.



CERTIFICATE No: 24148581 DATE: 02/10/2014

PLANNING CERTIFICATE

Client: Aston Services Pty Ltd

 1 20 Council Street
 HAWTHORN EAST 3123

Matter Ref: EW: Craigieland Stage 2
 Wollert
Vendor: CRAIGIELAND PTY LTD
Purchaser:

Subject Property: 95 CRAIGIEBURN ROAD WOLLERT VIC 3750

Title Particulars: Vol 11461 Fol 209

Municipality: WHITTLESEA

Planning Scheme: WHITTLESEA PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: WHITTLESEA CITY COUNCIL

Zone: GENERAL RESIDENTIAL ZONE - SCHEDULE 1

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: ABUTS A ROAD ZONE - CATEGORY 1 (CRAIGIEBURN ROAD)

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10

Development Plan Overlay: DEVELOPMENT PLAN OVERLAY - SCHEDULE 21

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: VEGETATION PROTECTION OVERLAY - SCHEDULE 2

Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: Not Applicable

Additional Notes: Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

CERTIFICATE No: 24148581 DATE: 02/10/2014

PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

32.0801/07/2014
VC116**GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ, R1Z, R2Z or R3Z** with a number (if shown).

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To encourage development that respects the neighbourhood character of the area.

To implement neighbourhood character policy and adopted neighbourhood character guidelines.

To provide a diversity of housing types and moderate housing growth in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-101/07/2013
V8**Table of uses****Section 1 - Permit not required**

Use	Condition
Animal keeping (other than Animal boarding)	Must be no more than 2 animals.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Dwelling (other than Bed and breakfast)	
Home occupation	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under clause 52.06-3. The site must adjoin, or have access to, a road in a Road Zone.
Minor utility installation	
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
Railway	
Residential aged care facility	

Use	Condition
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Dependent person's unit, Dwelling and Residential aged care facility)	
Agriculture (other than Animal keeping, Animal training, Apiculture, Horse stables and Intensive animal husbandry)	
Animal keeping (other than Animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Community market	
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub, and Place of worship)	
Plant nursery	
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> Adjoin a commercial zone or industrial zone. Adjoin, or have access to, a road in a Road Zone. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> 3000 square metres. 3600 square metres if it adjoins on two boundaries a road in a Road Zone.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.

Use	Condition
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal boarding
Animal training
Brothel
Cinema based entertainment facility
Horse stables
Industry (other than Car wash)
Intensive animal husbandry
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Community market, Convenience shop, Food and drink premises, Plant nursery)
Saleyard
Stone extraction
Transport terminal
Warehouse (other than Store)

32.08-2

01/07/2013
V8

Subdivision

Permit requirement

A permit is required to subdivide land.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

32.08-3

01/07/2013
V8

Construction and extension of one dwelling on a lot**Permit requirement**

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of between 300 square metres and 500 square metres if specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
 - A lot of less than 300 square metres, or
 - A lot of between 300 and 500 square metres if specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.

32.08-4

22/08/2013
VC104

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**Permit requirement**

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

A permit is not required to construct one dependent person's unit on a lot.

Transitional provisions

Despite the amendments made to Clause 55 by Amendment VC100, Clause 55 does not apply to:

- an application to construct or extend a development of four or more storeys made before the approval date of the planning scheme amendment that introduces those amendments into the planning scheme; and
- an application under section 69 of the Act to extend a permit to construct or extend a development of four or more storeys granted on or before the approval date of Amendment VC100.

32.08-5

01/07/2013
V8

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-6

01/07/2013
V8

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-1.

32.08-7

01/07/2013
V8

Maximum building height requirement for a dwelling or residential building

The maximum height of a building used for the purpose of a dwelling or residential building must not exceed the building height specified in a schedule to this zone.

This does not apply to:

- An extension of an existing building that exceeds the specified building height, provided that the extension does not exceed the existing building height.
- A building which exceeds the specified building height for which a valid building permit was in effect prior to the introduction of this provision.

If no building height is specified, the requirement set out in the relevant standard of Clause 54 and Clause 55 applies.

32.08-8

01/07/2013
V8

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For residential development of five or more storeys, an urban context report and design response as required in Clause 52.35.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.

- Adjacent buildings and uses.
- The building form and scale.
- Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-9

01/07/2013
V8

Exemption from notice and review

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

32.08-10

01/07/2013
V8

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The purpose of this zone.
- Any other decision guidelines specified in a schedule to this zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55.
- For a development of five or more storeys, excluding a basement, the Design Guidelines for Higher Density Residential Development (Department of Sustainability and Environment 2004).

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-11 Advertising signs

01/07/2013
V8

Advertising sign requirements are at Clause 52.05. This zone is in Category 3.

Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check whether an overlay also applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

45.06
19/01/2006
VC37

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1
19/01/2006
VC37

Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2
19/01/2006
VC37

Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

Notes: *Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.*

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

26/06/2008
C81(Part 1)**SCHEDULE 10 TO THE DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**Shown on the planning scheme map as **DCPO10****Epping North East Precincts 1 and 2 Development Contributions Plan****1.0 Area covered by this development contributions plan**26/06/2008
C81(Part 1)

The area covered by this Development Contributions Plan (DCP) is the land within Epping North East Local Structure Plan (ENELSP) area. This is the area shown as DCPO10 in the Whittlesea Planning Scheme maps.

2.0 Precinct 126/06/2008
C81(Part 1)**2.1 Summary of costs for Precinct 1**26/06/2008
C81(Part 1)

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
<i>Arterial Roads & Intersections</i>	\$26,034,000	As Required.	\$19,589,823.20	75.25%
<i>Public Transport</i>	\$3,724,000	At time of subdivision.	\$1,294,222.22	34.75%
<i>Unencumbered Active Open Space - Local</i>	\$8,598,859.38	At time of subdivision.	\$8,598,859.38	100%
<i>Unencumbered Active Open Space - Regional</i>	\$8,250,000	At time of subdivision.	\$2,867,167.92	34.75%
<i>Community & Indoor Recreation</i>	\$8,100,000	At time of subdivision.	\$8,100,000	100%
<i>Outdoor Active Recreation</i>	\$4,702,000	At time of subdivision.	\$4,702,000	100%
<i>Community Development</i>	\$30,000	As required.	\$30,000	100%
<i>Off-road Pedestrian & Cycle Trails</i>	\$587,000	At time of subdivision.	\$587,000	100%
TOTAL	\$60,025,859.38		\$45,769,072.73	

2.2

26/06/2008
C81(Part 1)

Summary of contributions for Precinct 1

FACILITY	LEVIES PAYABLE BY THE DEVELOPMENT					
	<u>Development Infrastructure</u>		<u>Community infrastructure</u>		<u>All infrastructure</u>	
	Residential	Non-residential	Residential	Non-residential	Residential	Non-residential
<i>Arterial Roads & Intersections</i>	\$55,691.08	\$-	\$-	\$-	\$55,691.08	\$-
<i>Public Transport</i>	\$3,695.45	\$-	\$-	\$-	\$3,695.45	\$-
<i>Unencumbered Active Open Space - Local</i>	\$24,552.74	\$-	\$-	\$-	\$24,552.74	\$-
<i>Unencumbered Active Open Space – Regional</i>	\$8,186.76	\$-	\$-	\$-	\$8,186.76	\$-
<i>Community & Indoor Recreation</i>	\$18,714.44	\$-	\$-	\$-	\$18,714.44	\$-
<i>Outdoor Active Recreation</i>	\$3,997.49	\$-	\$9,428.36	\$-	\$13,425.85	\$-
<i>Community Development</i>	\$-	\$-	\$85.66	\$-	\$85.66	\$-
<i>Off-road Pedestrian & Cycle Trails</i>	\$1,676.09	\$-	\$-	\$-	\$1,676.09	\$-
TOTAL	\$116,514.05	\$-	\$9,514.02	\$-	\$126,028.07	\$-
	per net developable hectare ¹	per net developable hectare	per net developable hectare	per net developable hectare	per net developable hectare	per net developable hectare

¹ As defined in the *Epping North East Local Structure Plan Development Contributions Plan* (incorporated document)

3.0

26/06/2008
C81(Part 1)

Precinct 2

3.1

26/06/2008
C81(Part 1)

Summary of costs for Precinct 2

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
<i>Arterial Roads & Intersections</i>	\$26,034,000	As Required.	\$19,589,823.20	75.25%
<i>Public Transport</i>	\$3,724,000	At time of subdivision.	\$1,294,222.22	34.75%
<i>Unencumbered Active Open Space - Local</i>	\$8,598,859.38	At time of subdivision.	\$8,598,859.38	100%
<i>Unencumbered Active Open Space - Regional</i>	\$8,250,000	At time of subdivision.	\$2,867,167.92	34.75%
<i>Community & Indoor Recreation</i>	\$8,100,000	At time of subdivision.	\$8,100,000	100%
<i>Outdoor Active Recreation</i>	\$4,702,000	At time of subdivision.	\$4,702,000	100%
<i>Community Development</i>	\$30,000	As required.	\$30,000	100%
<i>Off-road Pedestrian & Cycle Trails</i>	\$587,000	At time of subdivision.	\$587,000	100%
TOTAL	\$60,025,859.38		\$45,769,072.73	

3.2

Summary of contributions for Precinct 2

26/06/2008
C81(Part 1)

FACILITY	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure		Community infrastructure		All infrastructure	
	Residential	Non-residential	Residential	Non-residential	Residential	Non-residential
Arterial Roads & Intersections	\$56,262.98	\$-	\$-	\$-	\$56,262.98	\$-
Public Transport	\$3,695.45	\$-	\$-	\$-	\$3,695.45	\$-
Unencumbered Active Open Space - Local	\$24,552.74	\$-	\$-	\$-	\$24,552.74	\$-
Unencumbered Active Open Space - Regional	\$8,186.76	\$-	\$-	\$-	\$8,186.76	\$-
Community & Indoor Recreation	\$29,030.97	\$-	\$-	\$-	\$29,030.97	\$-
Outdoor Active Recreation	\$3,997.47	\$-	\$9,428.36	\$-	\$13,425.85	\$-
Community Development	\$-	\$-	\$85.66	\$-	\$85.66	\$-
Off-road Pedestrian & Cycle Trails	\$1,676.09	\$-	\$-	\$-	\$1,676.09	\$-
TOTAL	\$127,402.47	\$-	\$9,514.02	\$-	\$136,916.50	\$-
	per net developable hectare	per net developable hectare	per net developable hectare	per net developable hectare	per net developable hectare	per net developable hectare

4.0

Land or development excluded from development contributions plan

26/06/2008
C81(Part 1)

- Open space (active, passive and conservation) as set out in the *Epping North East Local Structure Plan*.
- Transmission line easements
- Melbourne Water drainage reserves and retarding basins.

Notes:

This schedule sets out a summary of the costs and contributions prescribed in the Epping North East Local Structure Plan Development Contributions Plan (incorporated document). Refer to this document for full details.

The levy payable per hectare of net developable area is adjusted annually in accordance with the Epping North East Local Structure Plan Development Contributions Plan (incorporated document).

43.04

01/07/2014
VC116

DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if it is generally in accordance with a development plan.

43.04-1

19/01/2006
VC37

Requirement before a permit is granted

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

43.04-2

21/09/2009
VC60

Exemption from notice and review

An application under any provision of this scheme which is generally in accordance with the development plan is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

43.04-3

01/07/2014
VC116

Preparation of the development plan

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Residential Growth Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone.

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

The development plan may be amended to the satisfaction of the responsible authority.

Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

26/06/2008
C81(Part 1)

SCHEDULE 21 TO THE DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO21**

EPHING NORTH EAST DEVELOPMENT PLAN AREA

1.0

26/06/2008
C81(Part 1)

Requirement before a permit is granted

The Responsible Authority may grant a permit for subdivision, use or development prior to the approval of a Development Plan only where it is satisfied that the proposed subdivision, use or development will not prejudice the design intent or the orderly use and development of land as intended by the *Epping North East Local Structure Plan*.

2.0

26/06/2008
C81(Part 1)

Requirements for development plan

Overall Objectives

A development plan must be generally in accordance with the *Epping North East Local Structure Plan* and:

- implement the layout, design and density objectives of the *Epping North East Local Structure Plan*.
- establish interesting, high quality and diverse streetscapes that engender a sense of place and identity.
- provide well proportioned streetscapes that consider the fundamental built form relationship between the private and public realm.
- establish a series of well defined and interlinked neighbourhoods capable of supporting non car based modes of travel and a sense of place and identity.
- implement the objectives of Traditional Neighbourhood Design.
- support the establishment of pedestrian scale, main street based neighbourhood activity centres.

Site Analysis

A development plan must include a detailed site analysis and design response that includes the following matters to the satisfaction of the responsible authority:

- An environmental assessment of the flora, fauna and habitat significance of the land must be submitted which includes recommended actions for management, revegetation and restoration of conservation and vegetation protection areas and the links between such areas. The assessment should be guided by the broader environmental assessment and recommendations completed as part of the *Epping North East Local Structure Plan*.
- An arboriculture assessment of all existing trees on the land and their condition, health and integrity must be submitted including appropriate measures for the long term preservation of the tree(s) having regard to proposed open space or development in a neighbourhood context. The arboriculture assessment must include a plan showing the location of all vegetation nominated for removal and retention and surveyed locations of the trunk, canopy and tree protection zone of all vegetation nominated for retention.
- A preliminary 'Net Gain' assessment of any native vegetation to be removed having regard to *Victoria's Native Vegetation Management – A Framework for Action* including the location of any necessary offsets.

- A detailed archaeological survey and heritage assessment which includes recommendations for the protection, restoration and interpretation of significant individual sites and, where appropriate, design measures to sensitively integrate sites.
- A landscape assessment that defines any important landscape views or vistas and any landscape features.
- An environmental audit identifying any environmental hazards or contamination on the land and proposed treatments, if any; or a qualified statement indicating the absence of such hazards or contamination.
- A consolidated site analysis plan in digital and hard copy format that depicts all relevant site analysis information.

A development plan may specify that any of the above items can be deferred to the planning permit application stage.

Design Response

The development plan must comprise:

- a design response that is based on the results of the site analysis process and be consistent with the objectives and requirements of the *Epping North East Local Structure Plan*;
- a written report and plans addressing the specific design objectives for the Key Design Response Areas described in this schedule;
- written report and plans must include:
 - Provision for a street network providing a high degree of internal and external connectivity and permeability.
 - Provision for a diverse range of street cross-sections and other initiatives to promote a sense of place.
 - Provision for a diverse range of allotment densities with variation in lot dimensions, access arrangements and dwelling types.
 - Provision for bus access, any land for road widening and a bicycle and pedestrian network plan which includes links to adjoining land and networks.
 - Land for open space and other community purposes.
 - A stormwater management plan which provides for the protection of natural systems, integration of stormwater treatment into the landscape, protection of water quality (particularly in relation to the Findon Creek), and reduction of run-off and peak flows. The plan must have regard to the particular WSUD principles set out in the *Epping North East Local Structure Plan*.
 - A landscape master plan for all open space areas, having regard to the detailed neighbourhood based design response.
 - A conduit network concept plan to facilitate the future installation of advanced telecommunications services through optical fibre cabling.
 - The location of any detention tanks, drainage retarding basins or other utility infrastructure required to service the neighbourhood.
 - The stages, if any, by which the development of the land is proposed to proceed.
- requirements (as appropriate) relating the following elements:
 - Building setbacks.
 - Building height.
 - Maximum site coverage.

- Building envelopes.
- Variation in lot sizes, width and depth in key locations.
- The relationship between buildings and footpaths and other pedestrian spaces.
- Access control for dwellings.
- Parking provision and configuration.
- Provision for mixed use development in key locations.
- Measures to support increased streetscape diversity.
- The interaction and relationship between residential and non-residential land uses.
- Methods for the protection of native vegetation.

Specific Design Objectives – Key Design Response Areas

A development plan must address the following specific design objectives in the following Key Design Response Areas.

Activity Centres

- Establish main-street based activity centres which incorporate a mix of retail, commercial and community facilities and provide opportunities for residential or business uses on the second floor level.
- Ensure that street design enhances areas of key visual interaction between the north and south sides of the main street, whilst accommodating on-street parking and widened footpaths.
- Provide for off-street parking at the rear of buildings.
- Establish a diverse grid based road network incorporating rear lanes and appropriately sited medium density housing.
- Provide flexibility for future expansion of activity centres.
- Encourage the establishment of a supermarket or general store to be located on the corner of Epping Road and the proposed main street.
- Provide opportunities for mixed use activities surrounding activity centres including service business and home offices.
- Encourage complimentary mixed uses along the east side of Epping Road with links to the River Red Gum woodland reserve in the eastern development precinct.
- Maintain and encourage permeable and easily accessible links to surrounding residential development.
- Provide an urban park framed by medium density/mixed use development.
- Incorporate provision for buses and bus stops in main street areas.
- Utilise linear open space to define the edges of activity centres.

For the Epping Road Neighbourhood Activity Centre, a specific development plan for the centre and surrounding mixed use area must be prepared addressing the requirements of this Schedule.

Neighbourhood Centres

- Ensure that neighbourhood centres are situated at the junction of connector streets.
- Ensure public facilities such as schools, community centres, activity centres, neighbourhood parks and sports pavilions are appropriately integrated and connected with each neighbourhood centre.

- Ensure that neighbourhood centres have defined urban character which is clearly articulated in the built form and building setbacks.
- Ensure that public buildings and places (such as community centres, schools and sports pavilions) are clustered together and co-located and where possible frame intersections and provide outlook along the Diagonal Boulevard.
- Ensure that buildings are located to address the street, with car parking located to the side or rear.
- Ensure that neighbourhood parks provide a strong relationship with the surrounding built form, appropriately respond to and absorb the angles of the surrounding connector street network, and generally a minimum of 0.5ha in size.
- Encourage diversity of traditional streetscape conditions with variation in car parking arrangements, verge widths and streetscape planting.
- Encourage establishment of architectural statements and landmarks in key locations.

Epping Road Interface

- Encourage and promote a main street based activity centre adjacent to Epping Road through the establishment of a variety of retail, commercial, business and residential uses.
- Ensure the Epping Road activity centre and its surrounds has an identifiable character and identity.
- Mitigate the divisive influence of Epping Road by applying a reduced road reserve width opposite the main street.
- Ensure that where mixed use or medium density development addresses Epping Road, a rear lane is provided in addition to the service road.

Findon Creek Environs Area

- Ensure that east west connector streets are aligned diagonally parallel to Findon Creek to enable neighbourhood to be visually and physically integrated with the creek reserve and to facilitate regular shaped street blocks.
- Ensure that local streets are aligned perpendicular to the creek reserve, to maximise views, permeability and public access.
- Ensure the provision of a continuous boulevard treatment along the edge of the Findon Creek reserve to maximise views, permeability and public access.
- Ensure that dwellings are designed to have outlook and frontage to the Findon Creek reserve.
- Ensure that subdivision design allows for regular grid based street allotments and discourages cul de sac or curvilinear road design.
- Encourage medium density development to be concentrated around the Findon Creek reserve areas to improve passive surveillance.
- Encourage rear lane access to medium density lots overlooking the Findon Creek reserve to minimise garages and driveways along the creek interface.
- Ensure the Findon Creek shared path network integrates with the broader surrounding shared path network.
- Encourage the development of the linear reserve linking the creek to the River Red Gum woodlands reserve.
- Ensure that local roads linked to the creek reserve maximise opportunities for solar orientation of lots where possible.

Diagonal Boulevard

- Establish a diagonal boulevard to form a ‘spine’ linking the Local Structure Plan area to the public transport interchange near the northern town centre in Aurora.
- Ensure the diagonal boulevard is aligned perpendicular to the high voltage power transmission line easement and is anchored by key land uses within the Local Structure Plan area such as schools, community buildings and neighbourhood parks.
- Establish a coherent and regular road network surrounding the diagonal boulevard.
- Ensure the diagonal boulevard achieves a distinctive streetscape character and functionality through application of a central median and access control.
- Establish a local access road that incorporates a shared path, aligned perpendicular to the diagonal boulevard in order to create regular street blocks.
- Ensure the diagonal boulevard accommodates alternative road layout designs in key locations to create terminating vistas to parkland and linear open space areas.
- Ensure that vehicular access for all lots on the north side of the diagonal boulevard is discouraged to provide for a continuous landscape design treatment.
- Create opportunities for minimal interruptions to shared paths on the north west side of the diagonal boulevard.
- Encourage and maintain a two storey built form and variation along the front set backs along the diagonal boulevard.
- Locate neighbourhood parks adjacent to the diagonal boulevard where connector streets converge for the purpose of enhancing the visual experience and amenity of the road.
- Ensure that local roads linked to the diagonal boulevard maximise opportunities for solar orientation of lots where possible.

Linear Open Space Extension

- Incorporate a linear open space that links Edgars Creek and various open space reserves and community facilities, via the high voltage power transmission line easement.
- Utilise the linear open space extension to define the extent of the walkable catchment of the future transport interchange.
- Create variety and interest in the form of the linear link by adopting widening and narrow points in key locations or in response to site conditions.
- Ensure that the linear open space extension provides an average width of not less than 30m.

Power Transmission Line Easement

- Ensure that future land uses respond to the diagonal alignment of the high voltage power transmission line easement as a linear feature rather than a site constraint.
- Ensure that in the design of neighbourhoods, open space and road connections surrounding the easement integrate and take account of the opportunities provided by the easement.
- Ensure the shared path network is provided for the full length of the easement, is continuous, and connect to the surrounding open space and neighbourhoods.
- Create and maintain a road network that is aligned perpendicular and parallel to the easement in order to provide a direct connection to the open space and connector road network and to facilitate the design of regular street blocks.

- Ensure that future roads and open space are aligned and configured to minimise the visual impact of the transmission line pylons.

3.0

26/06/2008
C81(Part 1)

Decision guidelines

In considering whether to approve a development plan, the responsible authority must consider the objectives and requirements of the *Epping North East Local Structure Plan*.

4.0

26/06/2008
C81(Part 1)

References

Epping North East Local Structure Plan Incorporated Document

Epping North East Local Structure Plan Reference Document

42.02 VEGETATION PROTECTION OVERLAY

18/11/2011
VC83

Shown on the planning scheme map as VPO with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To protect areas of significant vegetation.

To ensure that development minimises loss of vegetation.

To preserve existing trees and other vegetation.

To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.

To maintain and enhance habitat and habitat corridors for indigenous fauna.

To encourage the regeneration of native vegetation.

42.02-1 Vegetation significance and objective

19/01/2006
VC37

A schedule to this overlay must contain:

- A statement of the nature and significance of the vegetation to be protected.
- The vegetation protection objective to be achieved.

42.02-2 Permit requirement

15/09/2008
VC49

A permit is required to remove, destroy or lop any vegetation specified in a schedule to this overlay.

This does not apply:

- If the table to Clause 42.02-3 specifically states that a permit is not required.
- To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

42.02-3 Table of exemptions

18/11/2011
VC83

No permit is required to remove, destroy or lop vegetation to the minimum extent necessary if any of the following apply:

Regrowth

- The vegetation is regrowth which has naturally established or regenerated on land lawfully cleared of naturally established vegetation and is within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation.

This exemption does not apply to land on which vegetation has been cleared or otherwise destroyed or damaged as a result of flood, fire or other natural disaster.

Bracken

- The vegetation is bracken (*Pteridium esculentum*) which has naturally established or regenerated on land lawfully cleared of naturally established vegetation.

No permit is required to remove, destroy or lop vegetation to the minimum extent necessary if any of the following apply:

This exemption does not apply to land on which vegetation has been cleared or otherwise destroyed or damaged as a result of flood, fire or other natural disaster.

Noxious weeds	<ul style="list-style-type: none"> The vegetation is a noxious weed the subject of a declaration under section 58 or section 58A of the Catchment and Land Protection Act 1994. This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to enable the removal of pest animal burrows. <p>In the case of native vegetation the written agreement of an officer of the Department responsible for administering the Flora and Fauna Guarantee Act 1988 is required before the vegetation can be removed, destroyed or lopped.</p>
Land use conditions	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to comply with a land use condition served under the Catchment and Land Protection Act 1994.
Land management notices	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to comply with land management notice issued under the Catchment and Land Protection Act 1994.
Planted vegetation	<ul style="list-style-type: none"> The vegetation has been planted or grown as a result of direct seeding for Crop raising or Extensive animal husbandry.
Emergency works	<ul style="list-style-type: none"> The vegetation presents an immediate risk of personal injury or damage to property and only that part of vegetation which presents the immediate risk is removed, destroyed or lopped. The vegetation is to be removed, destroyed or lopped by a public authority or municipal council to create an emergency access or to enable emergency works.
Fire protection	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped for the making of a fuelbreak by or on behalf of a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Sustainability and Environment (as constituted under Part 2 of the Conservation, Forest and Lands Act 1987). The maximum width of a fuelbreak must not exceed 40 metres. The vegetation is to be removed, destroyed or lopped for fire fighting measures, fuel reduction burning, or the making of a fuel break up to 6 metres wide. The vegetation is ground fuel within 30 metres of a building. The vegetation is to be removed, destroyed or lopped in accordance with a fire prevention notice under: <ul style="list-style-type: none"> Section 65 of the Forests Act 1958. Section 41 of the Country Fire Authority Act 1958. Section 8 of the Local Government Act 1989. The vegetation is to be removed, destroyed or lopped to keep the whole or any part of any vegetation clear of an electric line

No permit is required to remove, destroy or lop vegetation to the minimum extent necessary if any of the following apply:

	<p>in accordance with a code of practice prepared under Part 8 of the Electricity Safety Act 1998.</p> <ul style="list-style-type: none"> ▪ The vegetation is to be removed, destroyed or lopped in accordance with any code of practice prepared in accordance with Part 8 of the Electricity Safety Act 1998 in order to minimise the risk of bushfire ignition in the proximity of electricity lines. ▪ The vegetation is to be removed, destroyed or lopped to reduce fuel loads on roadsides to minimise the risk to life and property from bushfire of an existing public road managed by the relevant responsible road authority (as defined by the Road Management Act 2004) in accordance with the written agreement of the Secretary to the Department of Sustainability and Environment (as constituted under Part 2 of the Conservation, Forest and Lands Act 1987).
Surveying	<ul style="list-style-type: none"> ▪ The vegetation is to be removed, destroyed or lopped for establishing sight-lines for the measurement of land by surveyors in the exercise of their profession, and if using hand-held tools.
Road safety	<ul style="list-style-type: none"> ▪ The vegetation is to be removed, destroyed or lopped to maintain the safe and efficient function of an existing public road managed by the relevant responsible road authority (as defined by the Road Management Act 2004) in accordance with the written agreement of the Secretary of the Department of Sustainability and Environment (as constituted under Part 2 of the Conservation, Forest and Lands Act 1987).
Railways	<ul style="list-style-type: none"> ▪ The vegetation is to be removed, destroyed or lopped to maintain the safe and efficient function of an existing railway or railway access road, in accordance with the written agreement of the Secretary to the Department of Sustainability and Environment (as constituted under Part 2 of the Conservation, Forest and Lands Act 1987).
Stone extraction	<ul style="list-style-type: none"> ▪ The vegetation is to be removed, destroyed or lopped to enable the carrying out of Stone extraction in accordance with a work plan approved under the Mineral Resources (Sustainable Development) Act 1990 and authorised by a work authority granted under that Act.
Stone exploration	<ul style="list-style-type: none"> ▪ The vegetation is to be removed, destroyed or lopped to enable the carrying out of Stone exploration. <p>The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following:</p> <ul style="list-style-type: none"> • 1 hectare of vegetation which does not include a tree. • 15 trees if each tree has a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. • 5 trees if each tree has a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level.

No permit is required to remove, destroy or lop vegetation to the minimum extent necessary if any of the following apply:

This exemption does not apply to vegetation to be removed, destroyed or lopped to enable costeaning and bulk sampling activities.

Mineral extraction	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to enable the carrying out of Mineral extraction in accordance with a work plan approved under the Mineral Resources (Sustainable Development) Act 1990 and authorised by a work authority granted under that Act.
Mineral Exploration	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to enable the carrying out of Mineral exploration.
Geothermal energy exploration and extraction	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to enable the carrying out of geothermal energy exploration or extraction in accordance with the Geothermal Energy Resources Act 2005.
Greenhouse gas sequestration exploration	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to enable the carrying out of geothermal energy exploration or extraction in accordance with the Greenhouse Gas Geological Sequestration Act 2008.
Greenhouse gas sequestration	<ul style="list-style-type: none"> The vegetation is to be removed, destroyed or lopped to enable the carrying out of geothermal energy exploration or extraction in accordance with the Greenhouse Gas Geological Sequestration Act 2008.

42.02-4

18/11/2011
VC83

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The statement of the nature and significance of the vegetation to be protected and the vegetation protection objective contained in a schedule to this overlay.
- The effect of the proposed use, building, works or subdivision on the nature and type of vegetation to be protected.
- The role of native vegetation in conserving flora and fauna.
- The need to retain native or other vegetation if it is rare, supports rare species of flora or fauna or forms part of a wildlife corridor.
- The need to retain vegetation which prevents or limits adverse effects on ground water recharge.
- The need to retain vegetation:
 - Where ground slopes exceed 20 percent.
 - Within 30 metres of a waterway or wetland.
 - On land where the soil or subsoil may become unstable if cleared.
 - On land subject to or which may contribute to soil erosion, slippage or salinisation.

- In areas where the removal, destruction or lopping of vegetation could adversely affect the integrity or long term preservation of an identified site of scientific, nature conservation or cultural significance.
- Which is of heritage or cultural significance.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- Any relevant permit to remove, destroy or lop vegetation in accordance with a land management plan or works program.
- Whether the application includes a land management plan or works program.
- Whether provision is made or is to be made to establish and maintain vegetation elsewhere on the land.
- Any other matters specified in a schedule to this overlay.

***Note:** Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of the land.*

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

29/11/2007
C41 (Part 1)

SCHEDULE 2 TO THE VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as **VPO2**

SIGNIFICANT VEGETATION (RIVER REDGUM GRASSY WOODLAND)

1.0

29/11/2007
C41 (Part 1)

Statement of nature and significance of vegetation to be protected

Vegetation within Epping North has been highlighted in studies including the NERO Report as being of high and medium faunal and habitat significance with vegetation communities identified from regional through to local significance. Epping North is located within two NERO Sites – the Edgars Creek Headwaters and the Epping to Wollert site. Significant habitat links are highlighted within the Epping North area linking the nationally significant Craigieburn grasslands to the west with significant River Red Gum Grassy Woodlands to the north and north east. Watercourses within Epping North also play an important role as a habitat link.

More specific studies within Epping North have identified that the area contains a diversity of vegetation communities including plains grassy woodland, open woodland, stony knoll shrubland and grassland, and some riparian communities. Significant vegetation within Epping North includes remnant River Red Gums, Yellow Gums as well as native grassland species and riparian species along watercourses including the Edgars, Darebin and Findon Creeks. Remnant vegetation, especially River Red Gums, is also a key feature of the landscape and provides opportunities for visual relief within an urban area and for the creation of local character and identity.

It is important that a full assessment of vegetation occurs prior to development to enable retention of significant vegetation and to enhance its condition. Regard is to be given to the protection of vegetation at two levels. Firstly in forward planning work associated with Incorporated Plan, incorporated document and/or Development Plan preparation and secondly individual proposals for vegetation removal that may occur prior to urban development within Epping North.

Reference:

- Flora and Fauna Assessment, O'Herns Road Epping, Ahern, L et al, 1998
- NERO Study (*Sites of Faunal and Habitat Significance in North East Melbourne*, Beardsell, 1997)
- City of Whittlesea Local Conservation Strategy, City of Whittlesea, 2000
- City of Whittlesea, Rural Review (Draft for Consultation), 2000
- Flora and fauna of Aurora, Epping North, Victoria, Biosis Research Pty Ltd, May 2006

2.0

19/01/2006
VC37

Vegetation protection objective to be achieved

- To protect and enhance the diversity of vegetation types and communities within Epping North
- To maintain and enhance the ecological integrity of indigenous vegetation within Epping North during its transition from rural to urban
- To allow for faunal movement through the area by the maintenance and enhancement of habitat links
- To protect the ongoing viability of vegetation communities by allowing for regeneration

- To preserve and maintain significant vegetation and the character of the area
- Preserve natural habitat for flora and fauna

3.0

29/11/2007
C41 (Part 1)

Permit requirement

No permit is required to remove, destroy or lop vegetation, which is not native vegetation.

Any permit application to remove native vegetation must be accompanied by:

- A detailed site plan indicating the vegetation to be removed.
- A report by a suitably qualified environmental consultant prepared to the satisfaction of the responsible authority assessing the health and significance of the vegetation.
- Proposals for replacement vegetation/regeneration.

Flora and fauna assessments prepared as part of the Local Structure Plan/Incorporated Plan/incorporated document/Development Plan process should consider, as agreed with the responsible authority:

- Vegetation types (including ground flora) and vegetation communities within the site.
- Habitat types and habitat values.
- Assessment of fauna.
- Habitat links within and beyond the site.
- Level of significance and health of vegetation.

4.0

19/01/2006
VC37

Decision guidelines

Before deciding on an application to remove, destroy or lop native vegetation the responsible authority must consider:

- The conservation and enhancement of the area including visual amenity.
- Preservation of and impact on the natural environment.
- The preservation and protection of significant vegetation.
- Whether any revegetation is required.
- Broad open space areas shown within the Epping North Strategic Plan.
- The management of vegetation to minimise fire hazard.

Land Tax Clearance Certificate

Land Tax Act 2005



ASTON SERVICES PTY LTD VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 24148581:42304996

Certificate No: 85933327

Issue Date: 01 OCT 2014

Enquiries: GXC0

Land Address: 95 CRAIGIEBURN ROAD WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
40947927	A	710875	11461	209	\$8,775,555	\$63,405.34

Vendor: CRAIGIELAND PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
CRAIGIELAND UNIT TRUST	2014	\$163,067.92	\$0.00	\$63,405.34

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments: Land Tax of \$163,067.92 has been assessed for 2014, an amount of \$99,662.58 has been paid.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

TAXABLE VALUE: \$8,775,555

AMOUNT PAYABLE: \$63,405.34

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 85933327

Land ID: 40947927

Amount Payable: \$63,405.34

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0006340534<0006340534>085933327000<085933327000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 85933327

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$8,775,555

Land Tax = \$154,924.99

Calculated as \$24,975 plus (\$8,775,555 - \$3,000,000)
multiplied by 2.250 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001
In person	State Revenue Office Level 2, 121 Exhibition Street Melbourne Victoria

For SRO counter service hours, please visit
www.sro.vic.gov.au/counter

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



Payment in person:

- Present this notice to the
State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit
www.sro.vic.gov.au/counter



Date of Issue
30/09/2014

Assessment No.
878066

Certificate No.
83350

Your Reference
24148581:42304995

SAI Global Property Division Pty Ltd
PO Box 447
SOUTH MELBOURNE VIC 3205

Land information certificate for the rating year ending 30 June 2015

Section 229 Local Government Act 1989

Property location: 95A Craigieburn Road WOLLERT 3750
Description: LOT: A PS: 710875Y, LOT: A PP: 710877U

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2014	1 July 2014	\$7,588,000	\$7,588,000	\$379,400

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 15 July 2014.

Rates & charges

General Rate levied on 15/07/2014	\$24,270.60
State CFA Fixed Charge Residential levied on 15/07/2014	\$102.00
State CFA Levy Residential levied on 15/07/2014	\$827.09
Arrears to 30/06/2014	\$0.00
Interest to 30/09/2014	\$0.00
Other Adjustments	-\$0.04
Less Concessions	\$0.00
Sustainable Land Management Rebate	\$0.00
Payments	-\$6,302.65
Balance of rates & charges due:	\$18,897.00

Property debts

Other Debtor Amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$18,897.00
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2105.

Council offices
25 Ferres Boulevard
South Morang VIC 3752
Locked Bag 1
Bundoora MDC VIC 3083
ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 03 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the Local Government Act 1989 or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

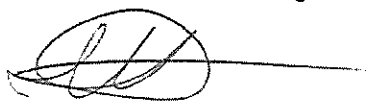
In accordance with section 175 (1) of the Local Government Act 1989, the purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

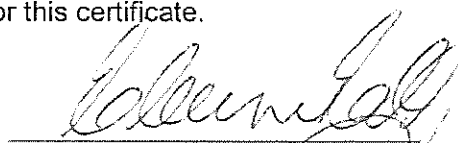
Overdue amounts will be charged penalty interest as fixed under the Penalty Interest Rates Act 1983. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 16 February 2015, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other Information:

Received the sum of \$20.00 being the fee for this certificate.



Certificate prepared by



Authorising Officer

**This property may be subject
to a Supplementary Valuation.**

A FIRE HAZARD REMOVAL NOTICE COULD BE
ISSUED AGAINST THIS PROPERTY
PLEASE CONFIRM ON DATE OF SETTLEMENT

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

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