



**NARRACAN**

**Lot:  
Narracan Lakes, Newborough 3825**

**sjdlaw**  
PROPERTY • COMMERCIAL • LITIGATION • ESTATE PLANNING

# Contract of Sale of Land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

### SIGNED BY THE PURCHASER:

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

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

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

### SIGNED BY THE VENDOR:

Print names(s) of person(s) signing: **NARRACAN LAKES (Vic) PTY LTD (ACN 164 104 492)**

State nature of authority, if applicable: Peter O'Dea under Power of Attorney dated 12<sup>th</sup> December 2020

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

# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Warragul

Address:

Email: Tyler.hogan@harcourts.com.au

Tel: 0356 223333    Mob: 0477 712 112    Fax:    Ref: Tyler Hogan

## Vendor

Name: Narracan Lakes (Vic) Pty Ltd

Address: 31-33 Kirk Street, Moe 3825

ABN/ACN: (ACN 164 104 492)

Email:

## Vendor's legal practitioner or conveyancer

Name: SJD Law Pty Ltd

Address: 1/1 Smith Street, Warragul 3820

Email: ebony@sjdlaw.com.au

Tel: 0356227899    Mob:    Fax:    Ref: SD/EM

## Purchaser

Name:

Address:

ABN/ACN:

Email:

## Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:    Mob:    Fax:    Ref:

**Land** (general conditions 7 and 13)

**The land is LOT**

**on proposed Plan of Subdivision PS826078F being part of the land in Certificate of Title Volume 8701 Folio 561**

The land includes all improvements and fixtures.

## Property address

The address of the land is: Narracan Lakes, Newborough 3825

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

NIL – VACANT

## Payment

Price \$ \_\_\_\_\_

Deposit \$ ..... By .....

Balance \$ ..... payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

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

**is due on**

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

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

**Loan (general condition 20)**

This contract is subject to a loan being approved if box is ticked

Lender: Authorised financial institution

Loan amount: no more than ..... Approval date: 28 days from signing  
90% of price .....

# Special Conditions

## 1. Planning Permit

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- 1.1 The Purchaser acknowledges that Planning Permit ('the Planning Permit') has been issued in respect of the property to enable, amongst other things, the development of the property and creation of the allotments.
- 1.2 The Purchaser hereby consents to the Planning Permits and shall make no objection to their operation or implementation.
- 1.3 In addition, the Purchaser acknowledges and agrees that as a result of the Planning Permit, the Vendor may be required to create easements and/or execute Agreements pursuant to Section 173 of the Planning and Environment Act 1987 (Vic) in respect of the property to the benefit of Statutory, State or Federal Authorities, or adjoining owners, and to the extent required the Purchaser irrevocably consents to the creation, execution and registration of such easements and agreements.
- 1.4 The Vendor reserves the right to apply for amendments to the Planning Permits and to apply for further Planning Permits which may be necessary or desirable in the Vendor's absolute discretion and the Purchaser hereby consents to such applications and shall lodge no objection to their operation or implementation.
- 1.5 The Vendor shall notify the Purchaser of any:

1.5.1 New planning permits in respect of the property being issued by City of Latrobe; and,

1.5.2 Amendments to the Planning Permits by the Vendor or by City of Latrobe;

and the Purchaser may rescind the Contract within fourteen days of receipt of such notification if the amendments or new planning permit materially affect the Lot sold under the contract.

## 2. Sale subject to subdivision

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### Registration of the plan

- 2.1 This Contract of Sale is subject to the Plan of Subdivision being registered by the Land Titles Office. If the plan has not been registered within 24 months after the date hereof either party may at any time thereafter, but prior to the plan being registered, rescind this agreement by notice in writing.
- 2.2 Subject to sections 9AC & 9AE of the Sale of Land Act, the purchaser may not rescind the contract a result of any amendment to the Plan of Subdivision regardless of whether the amendment restricts or limits the use of the property, if the amendment results from a recommendation of a public authority or government department or concerns the final location of an easement on the Plan of Subdivision.
- 2.3 Until such time as the Plan of Subdivision has been registered the Purchaser will not lodge or cause or permit to be lodged a Caveat in respect of their interest in the land.
- 2.4 The vendor reserves the right to make any alterations to the plan as may be required to obtain approval by the responsible authorities and registration at the titles office.
- 2.5 The purchaser acknowledges that the lot may have been subject to earthworks, benching and/or filling and the vendor does not warrant the compactiveness of the works. The purchaser agrees not to make any requisition or objection to the works.

## 3. Easements and covenants on title

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- 3.1 The purchaser acknowledges that there will be created on the title the easements and covenants referred to in the draft instrument a copy of which is annexed to this contract. The vendor reserves the right to make any alterations to the instrument as may be required to obtain the approval thereof by the responsible authorities and registration at the titles office Provided that if any alteration is made by the vendor which adversely affects the lot being sold in a material way then the purchaser shall be entitled to rescind this agreement by notice in writing to the vendor within 14 days after being notified in writing by the vendor as to any such alteration (and in this respect

time shall be of the essence). In the event that rescission is not notified within such fourteen days then the right of rescission shall be lost and the contract shall become unconditional.

#### 4. Restrictions

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- 4.1 The Purchaser acknowledges and agrees with the Vendor to be bound by the Restrictions from the Day of Sale
- 4.2 The Vendor reserves the right to modify or amend the Restrictions if such modification is required to cause such Restrictions to comply with any decision or requirement of any relevant government authority having power to make such decision or requirement, or if such modification is necessary due to amendments to the Plan required by the Relevant Authority or by the Land Registry.
- 4.3 The Vendor gives no warranty and makes no representation as to the fitness of the Land for the construction of any particular style, type or model of dwelling in respect of which the Purchaser must satisfy himself. Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor shall not be bound by it and the Purchaser must not rely upon any such representation and or advice.
- 4.4 The Purchaser acknowledges the following restrictive covenant will be registered as an MCP prior to settlement:

*The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and or each part thereof DO HEREBY COVENANT with the Transferors, their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. PS738647G and each and every part thereof (other than the land transferred) shall not at any time:-*

- A. *further subdivide the land;*
- B. *build or allow to be built on the land any signage associated with the sale of the land until construction of the dwelling has commenced unless having first been approved in writing Narracan Lakes Pty Ltd;*
- C. *build or allow to be built on the land more than one single dwelling house together with the usual outbuildings with such dwelling house to contain a floor area within the outer walls (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuildings) not less than 150m<sup>2</sup>*
- D. *build or allow to be built on the land transferred any dwelling house other than a dwelling house of which not less than sixty per centum (60%) of the external walls area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish with a roof made of masonry, terracotta roof tiles or colour coated steel (excluding plain zinc finish) or other non-reflective material with a garage or carport built in the same materials as the dwelling and of a non-reflective material, unless otherwise approved by Narracan Lakes Pty Ltd*
- E. *build or allow to be built on the land transferred any relocated building;*
- F. *build or allow to be built on the land transferred any driveway other than a driveway which is constructed of any material other than concrete pavers, coloured concrete, exposed aggregate concrete or stamped or stencilled concrete;*
- G. *use or permit or allow the land hereby transferred or any part thereof to be used for the purpose of parking, garaging, or servicing of any motor vehicle in excess of five (5) tonnes gross vehicle mass except for the purpose of loading and unloading goods;*
- H. *use or permit or allow the land hereby transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulate on the land transferred at any time;*
- I. *Leave the front yard un-landscaped for a period exceeding six (6) months after the Certificate of Occupancy for a dwelling is issued;*
- J. *build or allow to be built on the land transferred any boundary fence, other than a timber paling fence, where there are no council requirements for height the fence height will not be higher than 1.950 metre (excluding front fences).*

*AND IT IS AGREED that the benefit of the foregoing covenant shall be attached to and run at law and in equity with every lot on the Plan (other than the Lot) and that the burden of this Covenant shall be annexed to and run with the Lot and that the same shall be noted and appear on every future Certificate of Title for the Lot and every part thereof as an encumbrance affecting the same and every part thereof until 21 December 2035 after which date it shall have no force or effect.*

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## 5. Adjustments

- 5.1 The Purchaser acknowledges that the Land may not be rated separately by the rating authorities. For the purposes of adjustments the proportion of the Vendor's total rates and tax applicable to the Land shall be calculated on a lot area basis.
- 5.2 The Purchaser shall be solely liable for any supplementary assessment charged in respect of the property after settlement.
- 5.3 The Purchaser must keep the Vendor indemnified against liability of every description under the Duties Act 2000 (Vic) relating to this Contract, any substitute Contract of Sale and the instrument of transfer or conveyance of the Lot.
- 5.4 No money shall be withheld at settlement from Vendor for payment of outstanding rates or land tax. The Vendor undertakes to make payment when due.

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## 6. Maintenance

- 6.1 The purchaser must keep any vacant land maintained with grass/weeds not to exceed any council fire regulations.

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## 7. Fencing

- 7.1 The Purchaser acknowledges and agrees that while the Vendor is registered as the proprietor of any adjoining property sold herein, the Vendor shall not be responsible for or make any contribution whatsoever to fencing notice or request to fence by the Purchaser.

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## 8. Crossover/Driveway

- 8.1 The Purchaser acknowledges and agrees that they will be responsible for the construction of a full concrete crossover and driveway at the entrance to the property at their own expense

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## 9. Restriction on Resale

- 9.1 The Purchaser must not, without the consent of the Vendor, sell or advertise for sale the property until a Certificate of Occupancy has issued for a dwelling on the land;
- 9.2 If clause 9.1 is breached, the Purchaser must pay to the Vendor the difference between the sale price and purchase price under this Contract of Sale.

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## 10. Occupation of Dwelling

- 10.1 The purchaser must not occupy any dwelling constructed on the property prior to the driveway from the road to the garage being fully constructed.

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## 11. GST – Margin Scheme Applies



- 11.1 The parties agree that the price payable under this contract is expressed on a GST inclusive basis and that the vendor will apply the margin scheme and the vendor will not issue a tax Invoice to the purchaser.

## **12. GST Withholding**

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12.1 General condition 15B is added:

### **15B. GST WITHHOLDING**

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and

- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.

12.2 The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

(a) **Vendor's notice**

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(b) **Amount to be withheld by the purchaser**

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(c) **Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

- (d) **Purchaser to remit withheld amount**
- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
  - (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (e) **Vendor to indemnify purchaser**
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

### 13. Service

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13.1 General condition 17 is replaced with the following:

#### 17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

### 14. Notices

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General condition 21 is replaced with the following:

#### 21. NOTICES

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

### 15. Electronic conveyancing

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- 15.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 15.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 15.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 15.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 15.5 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 15.6 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 15.7 If settlement does not take place by 4:00pm on scheduled date, the Vendors Lawyers can charge a rebooking fee of \$220.00.
- 15.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 15.8 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

## **16. Merger**

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16.1 The provisions of this contract shall not merge in the transfer of land and shall continue to bind the Vendor and the Purchaser to the extent that any of them require to be complied with after the Settlement Date.

16.2 If the Purchaser is to enter into a Contract to sell the property, the Contract must contain a copy of these Special Conditions and the proposed purchaser must acknowledge and agree to be bound by them.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

**7. IDENTITY OF THE LAND**

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

**8. SERVICES**

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

**9. CONSENTS**

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

**10. TRANSFER & DUTY**

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

### 15. DEPOSIT BOND

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



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

**16. BANK GUARANTEE**

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

**17. SETTLEMENT**

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

**18. ELECTRONIC SETTLEMENT**

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

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - (b) 'GST' includes penalties and interest.

**20. LOAN**

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

**21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

**27. SERVICE**

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

**28. NOTICES**

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

## 32. BREACH

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

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

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# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

## 35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

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# Section 32 Vendor Statement




## Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	«LotNumber» Narracan Lakes, Newborough 3825
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Vendor's name	Narracan Lakes (Vic) Pty Ltd (ACN 164 104 492)	
Vendor's signature		07/05/2021
	Signed on behalf of Vendor by Legal Practitioner	

Purchaser's name	
Purchaser's signature	

# 1. FINANCIAL MATTERS

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

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

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

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

**4. NOTICES**

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

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

Are contained in the attached certificates and/or statements

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

Not Applicable

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

(a)  Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

## 10.2 Staged Subdivision

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

- (a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:  
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:  
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:  
NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. GST NOTICE

The Purchaser is required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwth) as follows in relation to the supply of the above property:

Withholding Amount: 7%

The Purchaser will be required to pay the withholding on or before the settlement date.

Vendor/Supplier: Narracan Lakes (Vic) Pty Ltd ABN 82 164 104 492

## 14. ATTACHMENTS

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

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

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

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

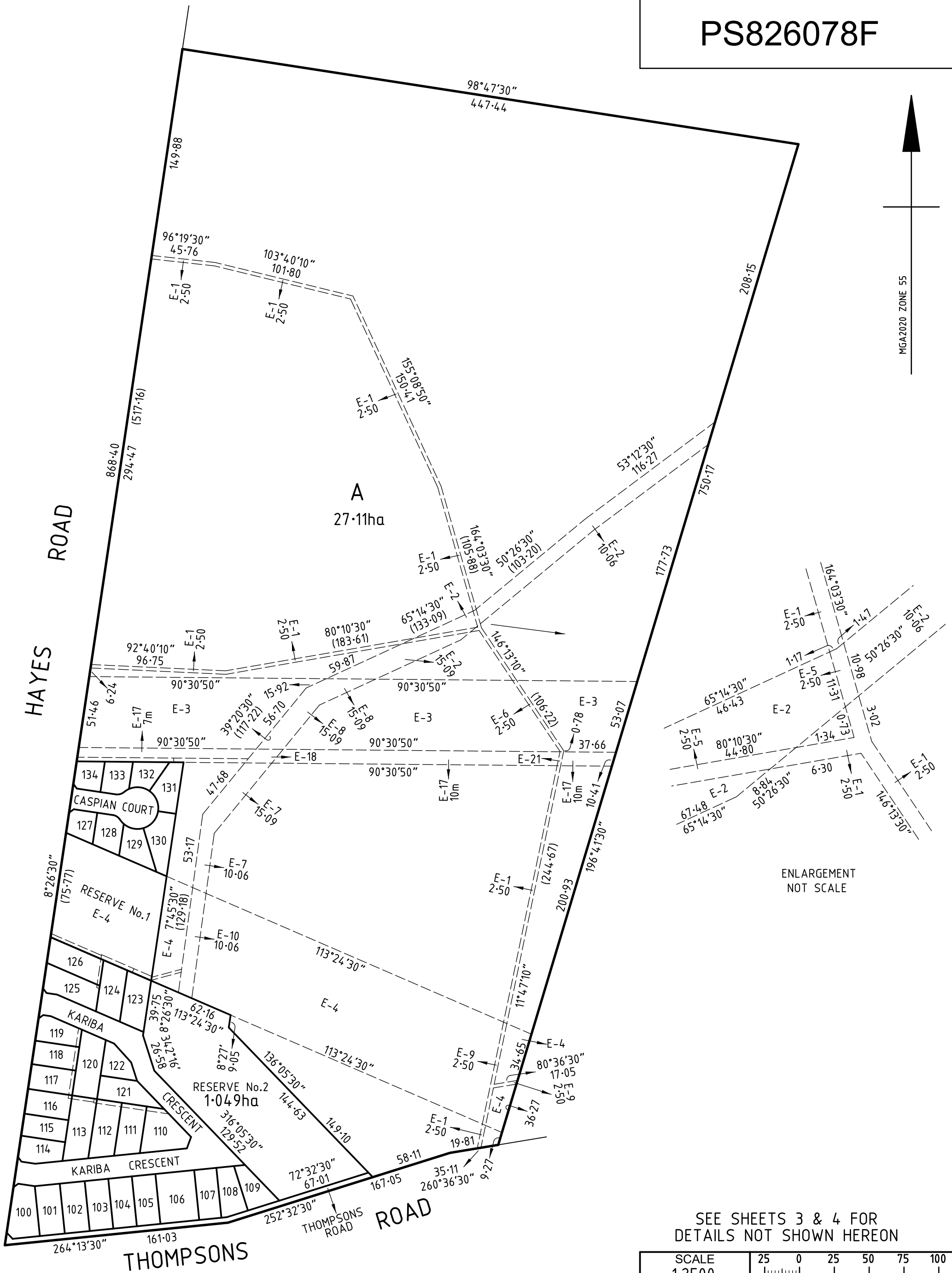
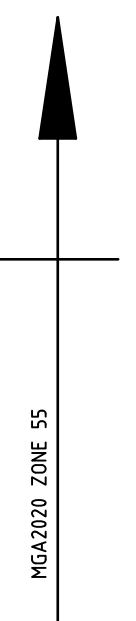
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

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

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

PLAN OF SUBDIVISION		EDITION 1	PS826078F
<b>LOCATION OF LAND</b> PARISH: <b>NARRACAN</b>  CROWN ALLOTMENT: <b>3G (PART)</b>  TITLE REFERENCE: <b>VOL.8701 FOL.561</b>  LAST PLAN REFERENCE: <b>LP116154 LOT 1</b>  POSTAL ADDRESS: <b>50 HAYES ROAD,</b> (at time of subdivision) <b>NEWBOROUGH, 3825.</b>  MGA CO-ORDINATES E: <b>438 330</b> ZONE: <b>55</b> (at approx centre of land N: <b>5775 460</b> GDA2020 in plan)		<b>LATROBE CITY COUNCIL</b>	
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 99 HAVE BEEN OMITTED FROM THIS PLAN.  OTHER PURPOSE OF THIS PLAN REMOVAL OF PART OF EASEMENT E-7 FROM LOT 1 ON LP116154 THAT LIES WITHIN RSESERVE No.2 ON THIS PLAN.  <u>GROUND FOR REMOVAL OF EASEMENT</u> LATROBE CITY COUNCIL PLANNING PERMIT 2016/154/1          AREA OF LAND IN THE PLAN: 31.63ha No. OF LOTS & AREA: 35 LOTS - 2.149ha 1 BALANCE LOT - 27.11ha 2 RESERVES - 1.625ha ROADS - 7453m <sup>2</sup>	
ROAD R1	HEAD, TRANSPORT FOR VICTORIA		
ROAD R2 & R3	LATROBE CITY COUNCIL		
RESERVE No.1	LATROBE CITY COUNCIL		
RESERVE No.2	LATROBE CITY COUNCIL		
<b>NOTATIONS</b>			
DEPTH LIMITATION 15.24m Applies			
SURVEY: This plan is based on survey STAGING This is not a staged subdivision.  Planning Permit No. 2016/154/1  This survey has been connected to permanent marks No(s). 73, 278, 279  In Proclaimed Survey Area No. ---			
<b>EASEMENT INFORMATION</b>			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Land Benefited/In Favour Of
E-1, E-5, E-6, E-9, E-21	SEWERAGE PIPELINE OR ANCILLARY PURPOSES	SEE DIAGRAM	LP116154 THIS PLAN - SECTION 136 OF THE WATER ACT 1989
E-2, E-5, E-8, E-18	DRAINAGE		C/E A964302
E-7, E-10	DRAINAGE DRAINAGE		LP116154 THIS PLAN
E-3, E-6, E-8, E-15, E-16, E-17, E-18, E-21	TRANSMISSION OF ELECTRICITY		C/E 10938883
E-4, E-9, E-10, E-11, E-12, E-13	TRANSMISSION OF ELECTRICITY		C/E 2722782
E-11, E-14, E-15	DRAINAGE		THIS PLAN
E-13, E-20	PIPELINE OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989
E-12, E-16, E-19	DRAINAGE PIPELINE OR ANCILLARY PURPOSES		THIS PLAN THIS PLAN - SECTION 136 OF THE WATER ACT 1989
E-15, E-16, E-17, E-18, E-21	POWERLINE		THIS PLAN- SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000
<b>Millar   Merrigan</b> Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001		SURVEYOR'S REF: <b>15254S1</b> 20/1/2021 LICENSED SURVEYOR <b>G. J. LADNER</b> VERSION NO. 1 This is not a digitally signed plan.	
		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 4



ENLARGEMENT  
NOT SCALE

SEE SHEETS 3 & 4 FOR  
DETAILS NOT SHOWN HEREON

SCALE 1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE: A3	SHEET 2
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# Millar | Merrigan

Land Development Consultants  
 Millar & Merrigan Pty Ltd ACN 005 541 668  
 Metro 2/126 Merrindale Drive, Croydon 3136  
 Regional 156 Commercial Road, Morwell 3840  
 Mail PO Box 247 Croydon, Victoria 3136  
 M(03) 8720 9500 R (03) 5134 8611  
 www.millarmerrigan.com.au  
 survey@millarmerrigan.com.au  
 SAI GLOBAL Quality ISO 9001

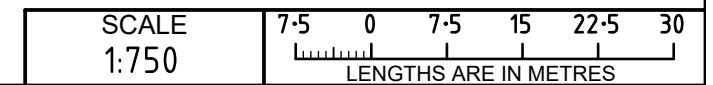
SURVEYOR'S REF: 15254S1 20/1/2021

LICENSED SURVEYOR  
 G. J. LADNER VERSION NO. 1

This is not a digitally signed plan.



SEE SHEET 4



**Millar | Merrigan**

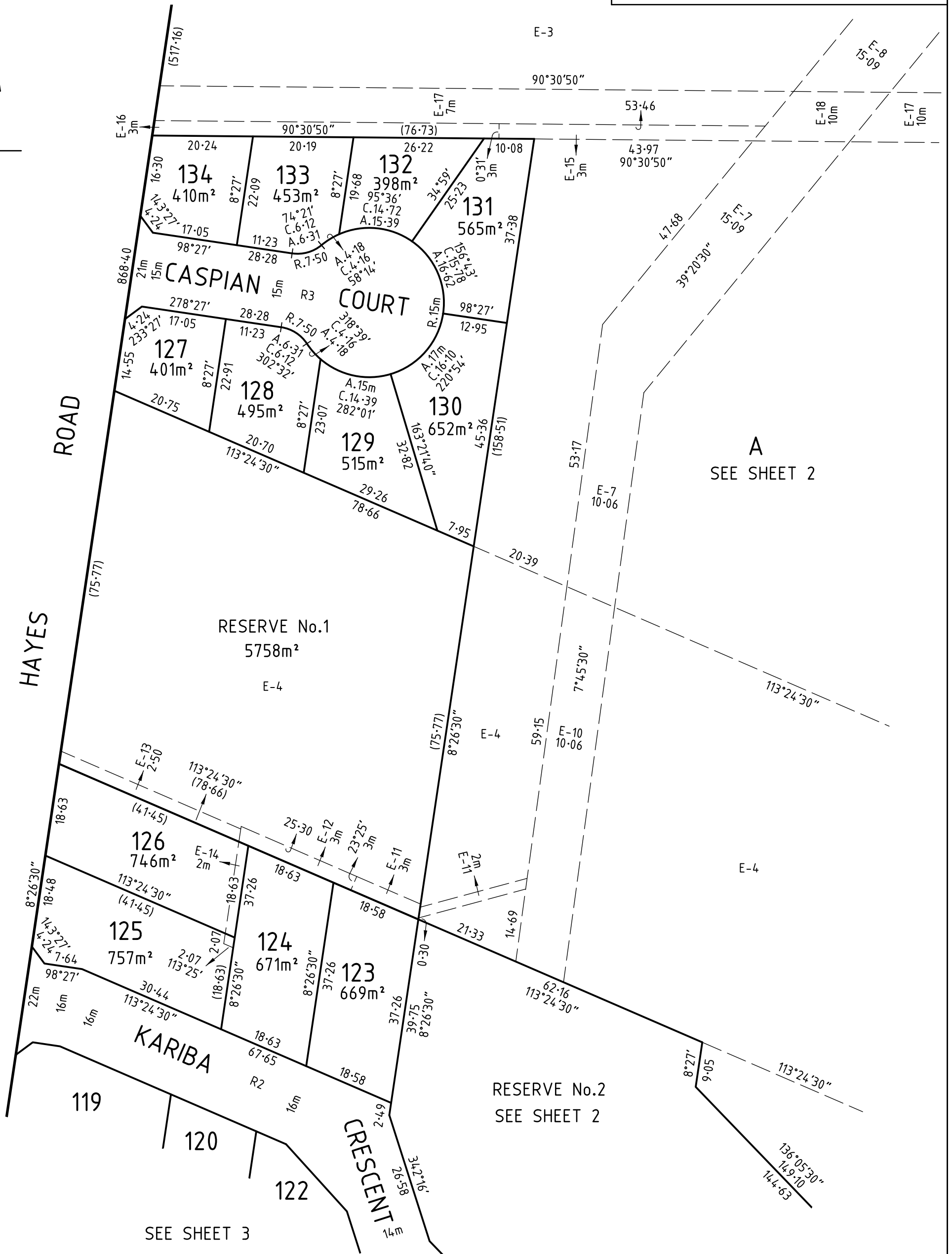
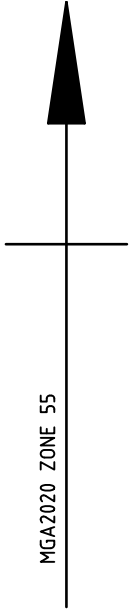
Land Development Consultants  
 Millar & Merrigan Pty Ltd ACN 005 541 668  
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 Regional 156 Commercial Road, Morwell 3840  
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 survey@millarmerrigan.com.au  
 SAI GLOBAL Quality ISO 9001

SURVEYOR'S REF: 15254 S1 20/1/2021

LICENSED SURVEYOR  
 G. J. LADNER VERSION NO. 1  
 This is not a digitally signed plan.

ORIGINAL SHEET SIZE: A3 SHEET 3



SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES
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**Millar | Merrigan**  
 Land Development Consultants  
 M(03) 8720 9500 R (03) 5134 8611  
 www.millarmerrigan.com.au  
 survey@millarmerrigan.com.au  
 SAI GLOBAL Quality ISO 9001

SURVEYOR'S REF: 15254S1 20/1/2021  
 LICENSED SURVEYOR  
 G. J. LADNER VERSION NO. 1  
 This is not a digitally signed plan.

ORIGINAL SHEET SIZE: A3 SHEET 4

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

VOLUME 08701 FOLIO 561

Security no : 124088282381T  
Produced 23/02/2021 11:46 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 116154.  
PARENT TITLE Volume 06196 Folio 081  
Created by instrument C935283 14/11/1967

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
GIPPSLAND PORK GROWERS PTY LTD of 17 STONEBRIDGE WAY ATTWOOD VIC 3049  
AK519412A 13/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK519413X 13/08/2013  
WESTPAC BANKING CORPORATION

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP116154 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

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<p>PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 3<sup>C</sup> PARISH OF NARRACAN COUNTY OF BULN BULN DEPTH LIMITATION: 15.24 METRES LENGTHS ARE IN METRES.</p>	<p>APPROPRIATIONS BLUE, BLUE-HATCHED, GREEN-HATCHED &amp; PURPLE - SEWERAGE. BROWN-HATCHED &amp; PURPLE-HATCHED - DRAINAGE.</p>
--	---

LP 116154

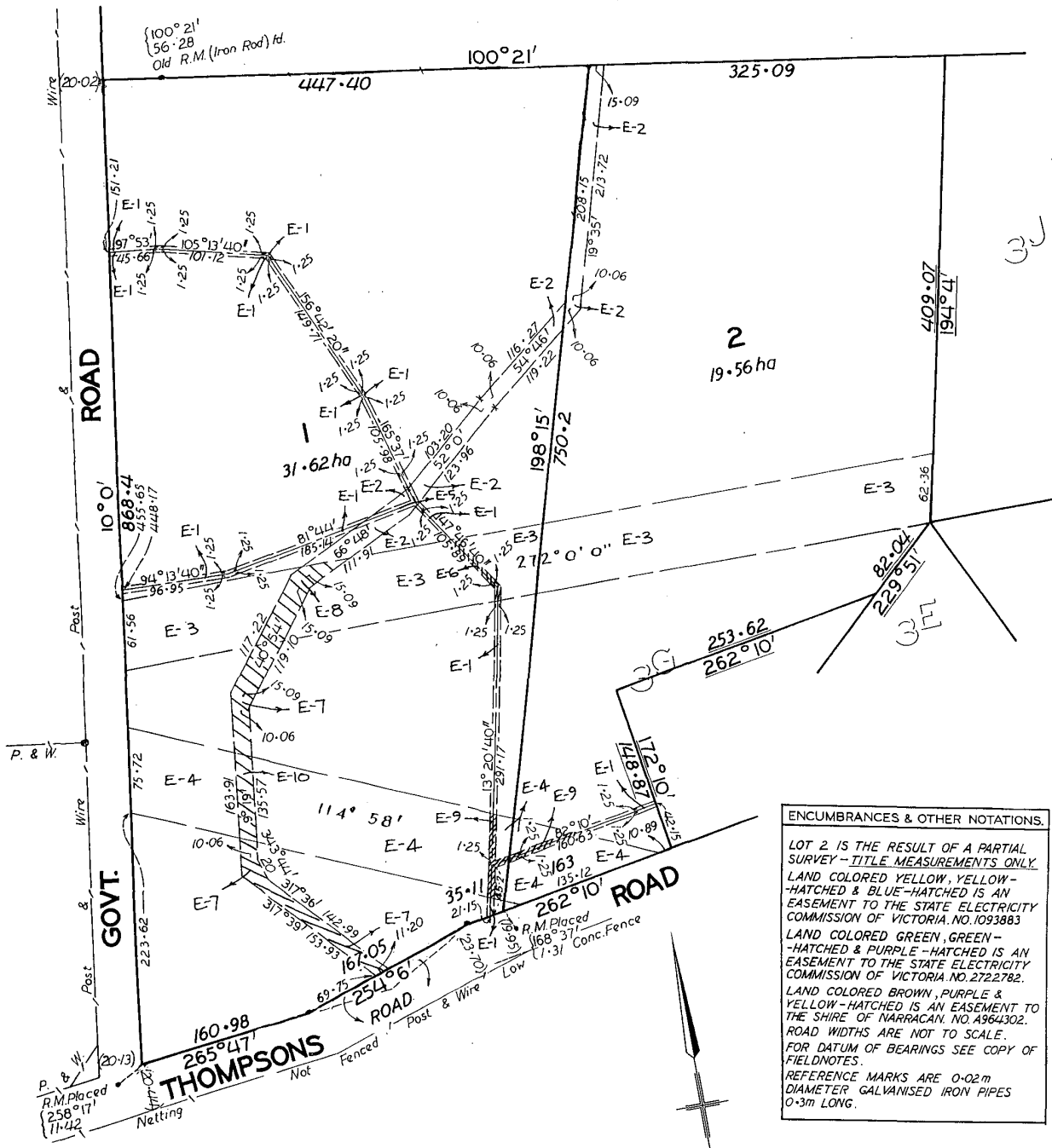
EDITION 1  
APPROVED 1/10/75

COLOUR CODE

- E-1 = BLUE
- E-2 = BROWN
- E-3 = YELLOW
- E-4 = GREEN
- E-5 = PURPLE
- E-6 = BLUE HATCHED
- E-7 = BROWN HATCHED
- E-8 = YELLOW HATCHED
- E-9 = GREEN HATCHED
- E-10 = PURPLE HATCHED

VOL.8701 FOL.561

4



**ENCUMBRANCES & OTHER NOTATIONS.**

LOT 2 IS THE RESULT OF A PARTIAL SURVEY - TITLE MEASUREMENTS ONLY. LAND COLORED YELLOW, YELLOW-HATCHED & BLUE-HATCHED IS AN EASEMENT TO THE STATE ELECTRICITY COMMISSION OF VICTORIA, NO. 1093883.

LAND COLORED GREEN, GREEN-HATCHED & PURPLE-HATCHED IS AN EASEMENT TO THE STATE ELECTRICITY COMMISSION OF VICTORIA NO. 2722782.

LAND COLORED BROWN, PURPLE & YELLOW-HATCHED IS AN EASEMENT TO THE SHIRE OF NARRACAN, NO. A964302.

ROAD WIDTHS ARE NOT TO SCALE. FOR DATUM OF BEARINGS SEE COPY OF FIELDNOTES.

REFERENCE MARKS ARE 0.02m DIAMETER GALVANISED IRON PIPES 0.3m LONG.

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### DETAILS

LOT/PLAN NUMBER OR CROWN DESCRIPTION Lot. 1 LP116154		SPI (STANDARD PARCEL IDENTIFIER) 1\LP116154	
LOCAL GOVERNMENT (COUNCIL) Latrobe		COUNCIL PROPERTY NUMBER 23118	
LAND SIZE 316521.23m <sup>2</sup> Approx	FLOOR AREA N/A	ROOF MATERIAL N/A	WALL MATERIAL N/A
PROPERTY TYPE UNKNOWN 🏠 - 🏢 - 🚗 -		YEAR BUILT N/A	

### STATE ELECTORATES

LEGISLATIVE COUNCIL Eastern Victoria Region	LEGISLATIVE ASSEMBLY Morwell District
--	--

### SCHOOLS

CLOSEST PRIVATE SCHOOLS Immaculate Heart of Mary School (1634m)	CLOSEST PRIVATE SCHOOLS Lavalla Catholic College - Presentation Campus (1608m)
CLOSEST PRIMARY SCHOOL Newborough East Primary School (1004m)	CLOSEST SECONDARY SCHOOL Lowanna College (961m)

### BURGLARY STATISTICS Powered By RACV

POSTCODE AVERAGE 1 in 56 Homes	COUNCIL AVERAGE 1 in 80 Homes	STATE AVERAGE 1 in 76 Homes
-----------------------------------	----------------------------------	--------------------------------

### COUNCIL INFORMATION - LATROBE

PHONE 1300367700 (Latrobe)	
WEBSITE <a href="http://www.latrobe.vic.gov.au/">http://www.latrobe.vic.gov.au/</a>	EMAIL latrobe@latrobe.vic.gov.au

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

[GC175](#) Update the existing Schedules to Clause 53.06 to make them consistent with the Ministerial Direction on the Form and Content of Planning Schemes.

APPROVED 18/02/2021

[VC191](#) VC191 amends the Combustible cladding rectification exemptions at 52.01

APPROVED 17/02/2021

[C119latr](#) The amendment implements the recommendations of the Latrobe City Council Retail Strategy 2019 (Strategy) by making changes to the local planning policy framework and including the Strategy as a background document at Clause 72.08.

APPROVED 15/02/2021

[VC193](#) The amendment amends clause 52.18 (State of emergency exemption) to support Victoria's social and economic recovery from the coronavirus (COVID-19) pandemic through temporary planning scheme and permit condition exemptions that enable outdoor dining ...

APPROVED 03/02/2021

[VC169](#) Amendment VC169 changes the Planning Policy Framework to help direct balanced outcomes for housing growth and built form, while also clarifying and consolidating housing policy.

APPROVED 03/02/2021

[C129latr](#) The amendment introduces the Specific Controls Overlay Schedule 5 (SCO5) to land at Fourth Road, Hazelwood North (CA 2047, Parish of Hazelwood) to facilitate the use and development of land for a used lead acid battery recycling facility by applying ...

APPROVED 14/01/2021

[VC183](#) The amendment introduces a new state planning policy Clause 13.07-3S (Live Music) and makes changes to Clause 53.06 (Live Music Entertainment Venues) of the Victoria Planning Provisions (VPP) and all planning schemes to encourage, create and protect ...

APPROVED 05/01/2021

[VC188](#) Removes Clause 52.13 2009 Bushfire: Recovery Exemptions and references to it from all planning schemes following its expiry.

APPROVED 14/12/2020

[C125latr](#) The amendment rezones Lots 2, 3, 4 and 5 of part of Plan of Subdivision 825257L, 56 Upper Middle Creek Road Yinnar South from Farming Zone Schedule 2 to Rural Living Zone Schedule 1

APPROVED 07/12/2020

[VC180](#) Facilitates the development of new, and the upgrade and expansion of existing, non-government primary and secondary schools.

APPROVED 04/12/2020

[VC187](#) Introduces a new particular provision, Housing by or on behalf of the Director of Housing at clause 53.20 of the Victoria Planning Provisions and all planning schemes to streamline the planning permit process to construct or extend a dwelling, or to ...

APPROVED 01/12/2020

[VC190](#) Introduces a new particular provision, Victoria's Big Housing Build at clause 52.20 of the Victoria Planning Provisions and all planning schemes. Clause 52.20 removes the need for a planning permit to develop a housing project if funded under Victori...

APPROVED 01/12/2020

### PROPOSED PLANNING SCHEME AMENDMENTS

[C092](#) The amendment proposes to implement the recommendations of the Latrobe Regional Airport Masterplan 2015 by introducing an applying Schedule 1 to the Airport Environs Overlay (AEO) and amending Schedule 2 to the AEO at Clause 45.02; amending Schedule 7 and Schedule 8 to the Design and Development Overlay (DDO) at Clause 43.02 to align with the future alignment of the runway; inserting and applying Schedule 10 and Schedule 11 to the DDO to ensure buildings and works do not adversely affect the future operations of the Latrobe Regional Airport; updating the Municipal Strategic Statement at Clauses 21.01, 21.04, 21.05 and 21.07; amending Schedule 7 to the Special Use Zone at Clause 37.01; amending the Schedule to Clause 61.03; amending the Schedule to Clause 66.04 Referral and notice provisions; and amending the Schedule to Clause 81.01 Incorporated documents.

EXHIBITION 10/08/2017

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

**C105** The amendment proposes to implement the recommendations of the Live Work Latrobe project, comprising the Housing Strategy, Industrial and Employment Strategy, and Rural Land Use Strategy.

EXHIBITION 22/03/2018

**C106** The amendment proposes to implement the recommendations of the Traralgon Activity Centre Plan 2017 by amending Clauses 21.02, 21.07, 21.09 and 21.10 of the Municipal Strategic Statement; introducing a new Clause 37.08 Activity Centre Zone and a new Schedule 1 to Clause 37.08; rezoning all Commercial 1 Zone and Mixed Use Zone land in the Traralgon Activity Centre (TAC) to the Activity Centre Zone; correcting minor zone anomalies in the TAC.

PANEL HEARING 24/05/2018

**C122latr** The amendment proposes to replace the Municipal Strategic Statement and the Local Planning Policy Framework at Clause 21 and Clause 22 of the Latrobe Planning Scheme with a Municipal Planning Strategy and Planning Policy Framework; implement the reco...

APPROVAL UNDER CONSIDERATION 11/12/2020

**C124latr** The amendment proposes the following changes to the Latrobe Planning Scheme: - Rezone land at 58 Moe South Road, Moe South from Rural Living Zone Schedule 3 (RLZ3) to Public Use Zone Schedule 1 - Service and Utility (PUZ1); and - Amend Planning Schem...

APPROVAL UNDER CONSIDERATION 18/12/2020

**VC189** The amendment changes the Victoria Planning Provisions by implementing the Alpine Resorts Strategic Plan 2020-2025 at Clause 12.04-15 Sustainable development in alpine areas. The amendment also translates the Alpine Resorts Planning Scheme into the n...

APPROVAL UNDER CONSIDERATION 28/08/2020

### Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

#### SITE DIMENSIONS



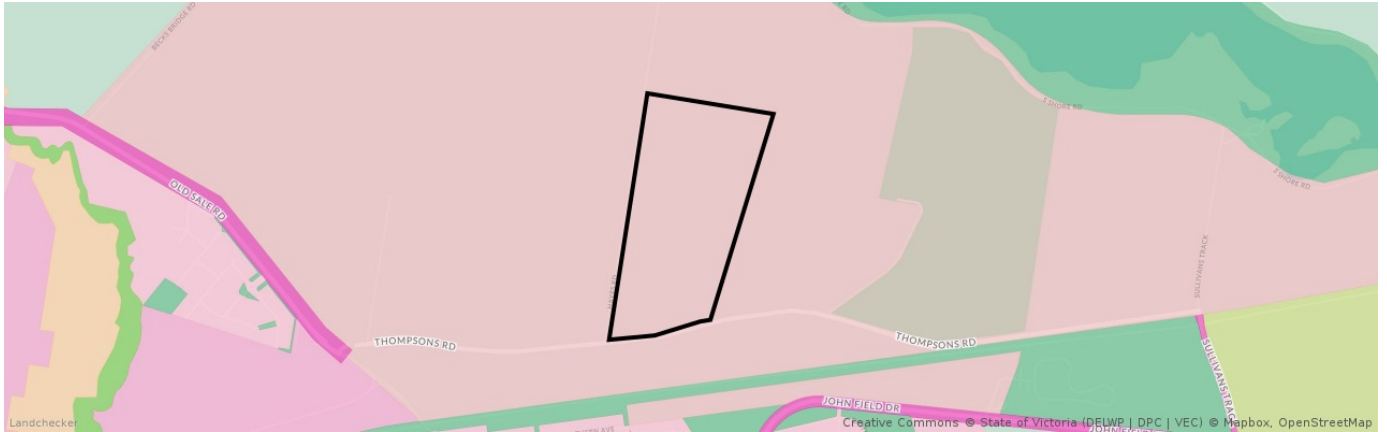


Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

PLANNING ZONE



■ UGZ1 - Urban Growth Zone Schedule 1

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan. To provide for a range of uses and the development of land generally in accordance with a precinct structure plan. To contain urban use and development to areas identified for urban development in a precinct structure plan. To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs. To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land. Application of provisions Part A No precinct structure plan applies The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land. Part B Precinct structure plan applies The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land. Precinct structure plan provisions A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme. Part A Provisions For Land Where No Precinct Structure Plan Applies...

[Urban Growth Zone](#)

[Schedule 1 to Urban Growth Zone](#)

For confirmation and detailed advice about this planning zone, please contact LATROBE council on 1300367700.

OTHER PLANNING ZONES IN THE VICINITY:

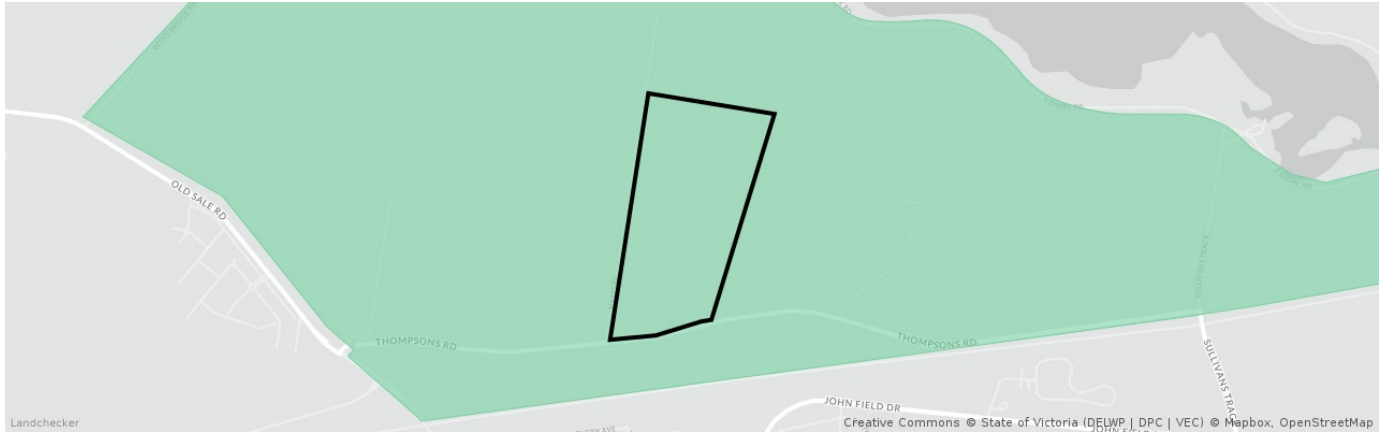
- GRZ - General Residential Zone
  - FZ - Farming Zone
  - RLZ - Rural Living Zone
  - PCRZ - Public Conservation And Resource Zone
  - PPRZ - Public Park And Recreation Zone
- NRZ - Neighbourhood Residential Zone
  - UGZ - Urban Growth Zone
  - SUZ - Special Use Zone
  - RDZ1 - Road Zone

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### PLANNING OVERLAYS



**■ DCPO1 - Development Contributions Plan Overlay Schedule 1**

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.

[Development Contributions Plan Overlay ▶](#)

[Schedule to Development Contributions Plan Overlay ▶](#)

For confirmation and detailed advice about this planning overlay, please contact LATROBE council on **1300367700**.

Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

OTHER OVERLAYS IN THE VICINITY



- FO - Floodway Overlay
- LSIO - Land Subject To Inundation Overlay
- ESO - Environmental Significance Overlay
- DPO - Development Plan Overlay
- DCPO - Development Contributions Plan Overlay
- BMO - Bushfire Management Overlay

For confirmation and detailed advice about these planning overlays, please contact LATROBE council on 1300367700.

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### RECENT SALES IN THE VICINITY

No nearby recent sales data available for this property.



## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### PLANNING PERMIT HISTORY



■ APPROVED

21st December 2016

50 Hayes Road, Newborough

Multi Lot Subdivision in stages adjacent to a Road Zone Category 1 and Removal of Easements

For confirmation and detailed advice about these planning permits, please contact the responsible council:

**LATROBE**

1300367700

Permit information last updated on 25/02/2021

Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

NEARBY PLANNING PERMITS



<p><b>APPROVED</b> 19th December 2019</p> <p><b>70 Becks Bridge Road, Newborough</b> Development of land with two dwellings (replacement dwelling) in the Urban Growth Zone Schedule 1 (UGZ1)</p>	<p><b>APPROVED</b> 1st March 2019</p> <p><b>Hayes Road, Newborough</b> Development of land with a structure ancillary to an existing Leisure and Recreation Facility (Aero Club)</p>
<p><b>WITHDRAWN</b> 12th September 2018</p> <p><b>17 Burnside Street, Moe</b> Development of Land with an outbuilding ancillary to an existing dwelling in the Land Subject to Inundation Overlay (LSIO)</p>	<p><b>APPROVED</b> 25th June 2018</p> <p><b>Sullivans Track, Yallourn, Sullivans Track, Yallourn</b> Multi Lot Subdivision in Stages in the Urban Growth Zone, Bushfire Management Overlay and Land Subject to Inundation Overlay, Subdivision of land adjacent to a Road Zone, Category 1, Removal of Easements and Creation of Reserves</p>
<p><b>APPROVED</b> 11th May 2017</p> <p><b>Hayes Road, Newborough</b> Use of land for a Pleasure Boat Facility in the Public Park and Recreation Zone (PPRZ)</p>	<p><b>APPROVED</b> 2nd May 2017</p> <p><b>Hayes Road, Newborough</b> Removal of Native Vegetation</p>
<p><b>APPROVED</b> 27th March 2017</p> <p><b>35 Old Sale Road, Moe</b> Use and Development of land for a dwelling and ancillary outbuildings within 100 metres of a waterway in the Rural Living Zone 2 and adjacent to a Road Zone Category 1</p>	<p><b>APPROVED</b> 29th August 2016</p> <p><b>50 Macpherson Road, Newborough</b> Two (2) lot subdivision</p>
<p><b>REJECTED</b> 24th March 2016</p> <p><b>28 Thompsons Road, Newborough</b> Use of land for greyhound training, breeding and keeping (35 dogs) within the Urban Growth Zone Schedule 1</p>	<p><b>APPROVED</b> 14th April 2014</p> <p><b>171 Old Sale Road, Newborough</b> Construction of a shed ancillary to a dwelling</p>
<p><b>APPROVED</b> 14th March 2013</p> <p><b>8 Thompsons Road, Newborough</b> Extensions to an Existing Dwelling and Development of an Ancillary Shed.</p>	<p><b>APPROVED</b> 1st November 2012</p> <p><b>1 Thompsons Road, Newborough</b> Development Of Two (2) Horse Stables (One In Retrospect)</p>

For confirmation and detailed advice about these planning permits, please contact the responsible council:

**LATROBE**

1300367700

Permit information last updated on 25/02/2021

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### ABORIGINAL CULTURAL HERITAGE SENSITIVITY



#### ■ Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity. This data is provided to assist with the decisions in relation to proposed activities on the property.

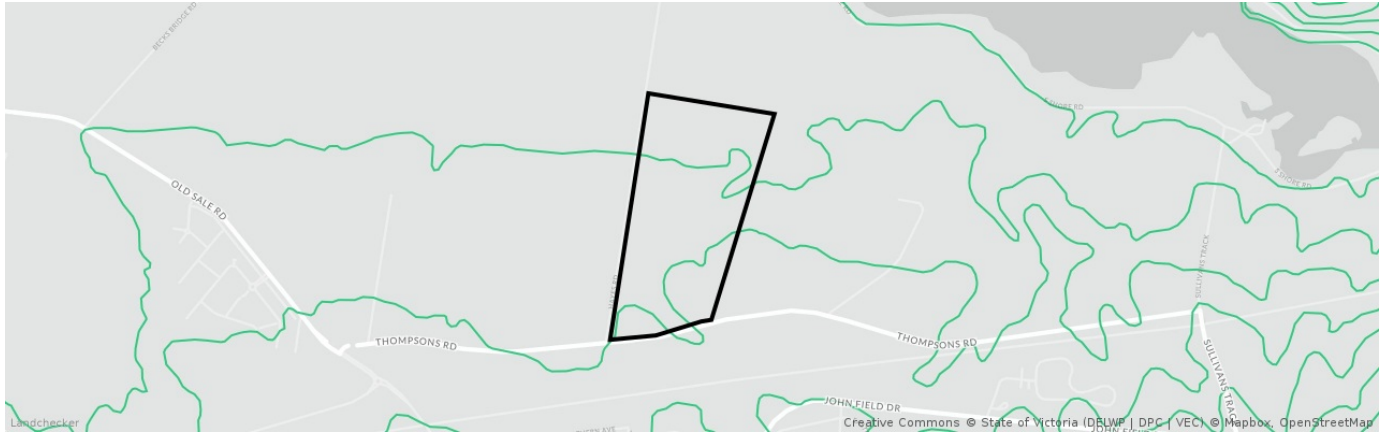
For confirmation and detailed advice about the cultural sensitivity of the property, please visit the [Victorian Aboriginal Heritage Register](#).

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### ELEVATION CONTOURS



■ 10m-20m Contours

For confirmation and detailed advice about the elevation of the property, please contact LATROBE council on **1300367700**.

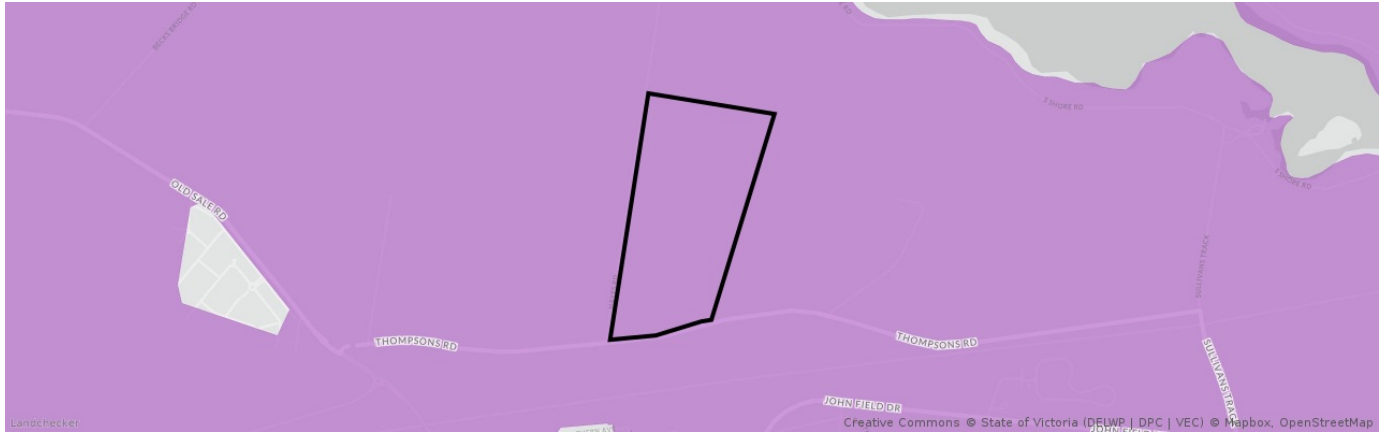


## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### BUSHFIRE PRONE AREA



 Bushfire Prone Area

This property is within a zone classified as a Bushfire Prone Area.

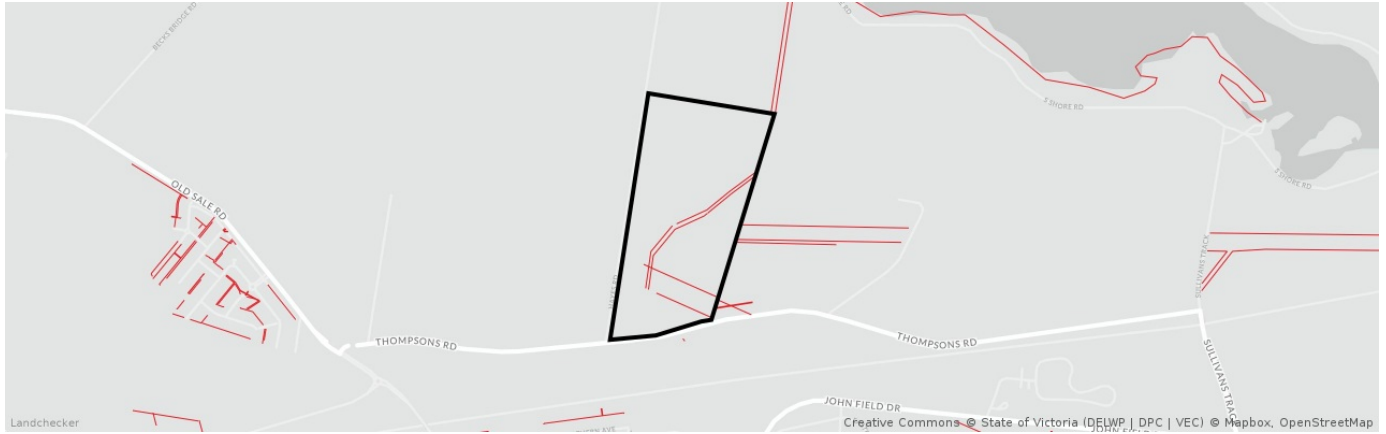
For confirmation and detailed advice about the bushfire-prone status of the property, please contact LATROBE council on **1300367700**.

## Premium Property Report

50 Hayes Road, Newborough Vic 3825

Created On: February 26th, 2021

### EASEMENTS



The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact LATROBE council on **1300367700**.

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# Certificate of Registration on Change of Name

This is to certify that

**GIPPSLAND PORK GROWERS PTY LTD**

**Australian Company Number 164 104 492**

did on the tenth day of November 2020 change its name to

**NARRACAN LAKES (VIC) PTY LTD**

**Australian Company Number 164 104 492**

The company is a proprietary company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and is taken to be registered in Victoria and the date of commencement of registration is the fourth day of June, 2013.

Issued by the  
Australian Securities and Investments Commission  
on this tenth day of November 2020.

A handwritten signature in black ink that reads 'James Shipton'.

James Shipton  
Chair

CERTIFICATE

FORM 4

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**PLANNING PERMIT**

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ADDRESS OF THE LAND: Hayes Road, NEWBOROUGH  
DESCRIPTION: L 1 LP 116154, L 1 PS 515862, L 2  
PS 636142, L 2 PS 515862

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THE PERMIT ALLOWS: Multi Lot Subdivision in stages adjacent to a Road Zone Category 1 and Removal of Easements, in accordance with the endorsed plan(s)

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to the certification of the plan under the *Subdivision Act 1988*, amended subdivision and open space plan and staging plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
  - a) The laneway east of the P-13 reserve, relocated to be between the reserve and the lots so the lots do not have direct abuttal to the reserve; and
  - b) Updated staging plan for stages 4 and 13. Stage 4 and 13 have lots currently fronting proposed 'Broad Way', however this section of road is not constructed to stage 16 and 14 respectively.
2. The layout of the subdivision as shown on the endorsed plan must not be altered without the permission of the Responsible Authority.
3. The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed in writing by the Responsible Authority.
4. Prior to the issue of a Statement of Compliance for each stage, all shedding located on the land in that stage not associated with the existing dwelling shall be removed to the satisfaction of the Responsible Authority.

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**Public Infrastructure Plan Conditions:**

5. Before the plan of subdivision for Stage 1 is certified under the *Subdivision Act 1988* an amended Public Infrastructure Plan must be submitted the Responsible Authority and approved by the Responsible Authority, it must be generally consistent with the Public Infrastructure Plan 15254 October 2016 but updated to include:
- (a) IN\_03 in stage 1 as 'Works in Kind'
  - (b) The most recent indexation figures
  - (c) A plan which is generally consistent with the Staging Plan which shows where infrastructure items that are proposed to be delivered as 'Works in Kind' are located
6. Before the certification of a plan of subdivision for stage 1, the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987 which provides for:
- The implementation of the Public Infrastructure Plan approved under this permit
  - The equalisation of open space having regard to the areas set aside in a plan of subdivision and the amount specified in the schedule of Clause 52.01; and
  - The timing of any payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the DCP or public open space account.

The owner must also:

- a) Make application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and
- b) Pay the reasonable costs of the preparation, review, and execution and registration of the Section 173 Agreement; and

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- c) Provide Council with a copy of the dealing number issued by the Titles Office; and
- d) Once titles are issued, provide either:
  - i) a current title search; or
  - ii) a photocopy of the duplicate certificate of Title as evidence of Registration of the Section 173 Agreement on title

**Development Contributions Conditions:**

- 7. A Development Infrastructure Levy must be paid to the Responsible Authority in accordance with the provisions of the Lake Narracan Development Contributions Plans and the approved Public Infrastructure Plan or if no time is specified then after Certification but no more than 21 days before a Statement of Compliance is issued in respect of that plan under the Subdivision Act 1988.
- 8. Prior to the Certification of the Plan of Subdivision under the Subdivision Act 1988 for each stage of the subdivision, a Schedule of Development Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Development Contributions must show the amount of development contributions payable for that stage, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority
- 9. Twenty – one (21) days prior to the issue of Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a revised Schedule of Development Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Development Contributions must be in accordance with the approved schedule for the relevant stage in accordance with Condition 7, but updated to reflect the current Development Infrastructure Levy rates to the satisfaction of the Responsible Authority

**Contamination Conditions:**

- 10. Prior to the commencement of Stage 2, a phase 2 environmental site assessment as recommended by the *SKM Desktop Environmental*,

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*Hydrological and Geotechnical Assessments June 2013* Report must be undertaken by a suitably qualified environmental professional for land identified as contaminated on Constraints Plan 15254 P12\_V1. The assessment must provide the following information:

- a) The nature of the previous and existing land use / activities on the land;
- b) An assessment of the potential level and nature of contamination on the land
- c) Advice on whether the environmental condition of the land is suitable for the propose use/s and whether an environmental audit of all or part of the land is recommended having regard to the Potentially Contaminated Land General Practice Note June 2005, DSE.

This requirement does not apply to bore holes and excavation associated with an environmental site assessment.

11. If a phase 2 environmental site assessment recommends an environmental audit of all or part of the land, the following must be submitted to the responsible authority prior to the certification of Stage 2, either:
- (a) A Certificate of Environmental Audit issued for the relevant land in accordance with Part 1XD of the Environment Protection Act 1970; or
  - (b) A Statement of Environmental Audit issued for the relevant land in accordance with Part 1XD of the Environment Protection Act 1970 stating that the environmental conditions of the relevant land are suitable for a sensitive use (with or without conditions on the use of the site).
12. If a Statement of Environmental Audit is provided rather than a Certificate of Environmental Audit and the Statement of Environmental Audit indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the Responsible Authority under section 173 of the Planning and Environment Act 1987 before the

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construction of a building on the relevant land providing for the:

- a) Implementation and on-going compliance with all conditions in the Statement of Environmental Audit; and
- b) The payment of the Responsible Authorities legal costs and expenses of drafting/reviewing and registering the agreement by the owner of the relevant land.

The owner must also:

- a) Make application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and
- b) Provide Council with a copy of the dealing number issued by the Titles Office; and
- c) Once titles are issued, provide either:
  - i) a current title search; or
  - ii) a photocopy of the duplicate certificate of Title as evidence of Registration of the Section 173 Agreement on title

**Urban Design Conditions:**

- 13. Prior to the issue of Statement of Compliance for Stage 1 under the Subdivision Act 1988, the owner must prepare urban design guidelines to the satisfaction of the Responsible Authority for all residential lots adjoining open spaces areas. The design guidelines must include:
  - a) Where appropriate, specification that a dwelling must not present 'back fences' and 'side fences' to the public open space areas; and
  - b) Specification that any fencing adjoining a public open space reserve must be no higher than 1.2m or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority.
- 14. Prior to the issue of Statement of Compliance for Stage 1 under the Subdivision Act 1988, the operator of this permit must enter into an

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agreement with the Responsible Authority made pursuant to Section 173 of the *Planning and Environment Act 1987* (the Act) to register the design guidelines on all residential lots adjoining public open space areas.

The owner must also:

- a) Make application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and
- b) Pay the reasonable costs of the preparation, review, and execution and registration of the Section 173 Agreement; and
- c) Provide Council with a copy of the dealing number issued by the Titles Office; and
- d) Once titles are issued, provide either:
  - i) a current title search; or
  - ii) a photocopy of the duplicate certificate of Title as evidence of registration of the Section 173 Agreement on title.

**Public Open Space Condition:**

- 15. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a 5.29% public open space contribution as specified in the schedule to Clause 52.01 of the Latrobe Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Lake Narracan Precinct Structure Plan.
- 16. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision a schedule of public open space must be submitted to the Responsible Authority showing the amount of public open space provided for each stage together with cumulative totals of any credit/balance in the amounts provide to the satisfaction of the Responsible Authority.
- 17. Land required for open space, as set out in the Lake Narracan Precinct Structure Plan or the Lake Narracan Development Contributions Plan,

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must be transferred to or vested in Council at no cost to Council unless the land is funded by the Lake Narracan Development Contributions Plan or contributes to satisfaction of required provisions under Clause 52.01.

**Recreation Conditions:**

18. Prior to certification of stage 1, a landscape master plan for the proposed site must be submitted to the satisfaction of the Responsible Authority and show the following:
- a) A brief description of how the design intent will enhance natural features of the site/surrounds
  - b) Proposed path networks and connections
  - c) Vegetation to be retained at the site
  - d) Any WSUD features and proposed plantings in relation to this
  - e) A brief description articulating the purpose of the open space that will be provided
  - f) Inclusion of play spaces with a reference to providing a local level space at P-16 and district level space at P-15 in accordance with Latrobe City Council Play Space Strategy.
  - g) An indication on the plan that the landscape treatment for the reserve including the conservation area must demonstrate educational opportunity for future residents and aesthetic appeal.
  - h) References to any shelter structures or park furniture that will be provided and the likely styles that these will be
  - i) General layout of trees to be planted in both open spaces and streets
  - j) Acknowledgement of any requirement for public interface treatments such as fencing or screening

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k) Contours

19. Prior to the certification of each stage of the subdivision, a detailed landscape plan for all public open space areas to be developed as part of this permit, including streets, parklands, entry features, drainage reserves, wetlands and community use areas must be prepared by a person suitably qualified or experienced in landscape design and submitted to the Responsible Authority for its approval. When approved the plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions and three copies and an electronic copy (PDF) must be provided. The landscape plan must be consistent with any development plan/landscape master plan already endorsed in respect of the land and must show:

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

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

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- Costs associated with the maintenance that will be carried out during the permit holders maintenance period.

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

20. Prior to the issue of a Statement of Compliance for each stage or by such later date as is approved by the Responsible Authority in writing, the landscape works for that stage must be carried out and completed to the satisfaction of the Responsible Authority. All landscape works carried out must be completed as per the detailed landscape plan for each stage of the subdivision and maintained to the satisfaction of the responsible authority for a period of two years as detailed in the endorsed landscape maintenance plans.
21. Prior to the issue of a Statement of Compliance for any stage that includes public open space with an active play space, a final inspection and report provided by a suitably qualified playground auditor must be submitted to and approved by the Responsible Authority to ensure compliance with AS 4685:2014.

**Environment Conditions:**

22. Before the plan of subdivision is certified under the Subdivision Act 1988 for Stage 1 a revised Vegetation Removal Plan must be submitted to and approved by the Responsible Authority. The plans must be generally in accordance with the plan submitted with the application being 15254 P10\_v2 but modified to show:
- a) The location of T155 – *Eucalyptus camaldulensis* (Forest Red-gum) within the South west corner of Lot 1 of PS515862W.
  - b) The location of T160 – *Eucalyptus cinera* (Silver – leafed stringybark) located on the western boundary of Lot 1 LP116154 within the Hayes Road reserve.
  - c) The consistent boundary extent for patches P064A & P064B between the Plan and the Native Vegetation Precinct Plan.
23. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to *Construction Techniques minimise for Sediment*

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*Pollution Control* (EPA, 1991).

24. Only indigenous plants of local provenance can be used in revegetation works within areas of native vegetation identified in the Native Vegetation Precinct Plan to be retained for conservation.
25. Water run-off and drainage must not adversely impact areas of native vegetation to be retained.
26. Any native vegetation to be removed (in accordance with the approved Native Vegetation Precinct Plan) must be clearly marked on site to the satisfaction of the responsible authority before any works start.
27. Before any permitted removal, destruction or lopping of native vegetation on any property or land identified in Map 1 of the Native Vegetation Precinct Plan, offsets and evidence of offset security must be provided to the responsible authority and the Department of Environment and Primary Industries in accordance with Permitted clearing of native vegetation – Biodiversity assessment guidelines (DEPI 2013) and Native vegetation gain scoring manual (DEPI 2013), to the satisfaction of the Department of Environment and Primary Industries and the responsible authority.
28. Before the permitted felling of any native tree, the tree must be examined by a qualified zoologist for the presence of fauna in hollows or nests. Any native fauna found must be salvaged and relocated in accordance with all statutory requirements to the closest suitable habitat, in consultation with the Gippsland regional office of the Department of Environment and Primary Industries.
29. Before any works start, including permitted vegetation removal, a native vegetation protection fence must be erected around all native vegetation to be retained on site, to the satisfaction of the responsible authority, including the tree protection zones of all native trees to be retained. All tree protection zones must comply with AS 4970-2009 Protection of Trees on Development Sites, to the satisfaction of the responsible authority.

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30. Any permitted use and development must not cause or result in the removal, loss or destruction of any native vegetation identified to be within the area of native vegetation to be retained and any tree protection zone associated with any permitted use and/or development, the following is prohibited:

- any vehicle or pedestrian access, trenching or soil excavation, and
- storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products, and
- entry or exit pits for underground services or utilities, and any other use or activity that would result in the removal, destruction or lopping of native vegetation. (MPA, 2015)

**Land Management Plan Conditions:**

31. Prior to the commencement of works for Stage 4 the owner is required to prepare a Land Management Plan for the Native Vegetation Reserve P064C as identified in the *Lake Narracan Native Vegetation Precinct Plan* to the satisfaction of the Responsible Authority. The Land Management Plan will be for a 10 year period and is to address, but not limited to, the following:

- a) Location of any significant species;
- b) Location and proposed measures to control noxious and environmental weeds and pest animals;
- c) Fire prevention activities;
- d) Slashing or other maintenance activities around the boundary of the reserve;
- e) Revegetation or enhancement planting requirements;
- f) Proposed protection methods such as fencing;
- g) Installation of interpretive signage; and
- h) Timing and schedule for implementing management works across the ten year period.

32. Implementation of all actions in accordance with the approved Land Management is required to satisfaction of the Responsible Authority and can be done by either:

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- a) The owner implementing all actions identified under the Land Management Plan for the 10 year period. At the end of the 10 year period the land is to be handed over to the Responsible Authority; or
- b) Implementation of the Land Management Plan undertaken by the Responsible Authority at the cost of the applicant. This must be paid in accordance with an agreed payment plan to be developed with the Responsible Authority prior to the commencement of Stage 4.

**Engineering Conditions:**

- 33. Prior to the certification of the Plan of Subdivision under the Subdivision Act 1988 for stage 1 of the development hereby permitted, an amended Whole of Water Cycle Assessment to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Once approved, the report will then form part of the permit. The report is to draw from the Whole of Water Cycle Assessment Turras Reach, Lake Narracan PSP (Millar & Merrigan October 2016) and must address the following:
  - a) Details of the interim or staging of the works and how these will impact upon discharges from the land and water quality requirements
- 34. Prior to the certification of the Plan of Subdivision under the Subdivision Act 1988, the operator of this permit shall provide documentary evidence to the satisfaction of the Responsible Authority in support of all proposed new road names shown on the plan. Documentation must include a completed "Road Name History" form and completed road naming checklist. All proposed new road names must comply with the naming principles described in the Victorian Government's "Guidelines for Geographic Names 2010".
- 35. Plans submitted for certification for each stage of the development under the Subdivision Act 1988 must show to the satisfaction of the Responsible Authority:

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- a) Easements for drainage purposes,
- b) A carriageway easement measuring 30 metres by 30 metres for all temporary vehicle turn-around areas proposed as part of this development and where the turn-around area is not located within a road reserve.
- c) Road reserve widths complying with Latrobe City Council's Design Guidelines, with the Lake Narracan Precinct Structure Plan and the endorsed plans under this permit,
- d) Splays at cross-road intersections appropriate to allow for the construction of a roundabout at such intersections,
- e) Splays, a minimum of 3 metres by 3 metres unless required otherwise, at all intersections of the local road network,
- f) Street names complying with the requirements of the Victorian Government's "Guidelines for Geographic Names 2010", and
- g) Reserves created for the purposes of stormwater management, vested in the Responsible Authority.

36. Prior to certification of the Plan of Subdivision under the Subdivision Act 1988 for each stage of the development, a functional layout plan for the stage of subdivision must be submitted to and approved by the Responsible Authority. When approved the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale with dimensions and an electronic copy in PDF format provided. The functional layout plan must incorporate the following:

- a) A fully dimensioned subdivision layout, including proposed street names, approximate lot areas, lot numbers and widths of street reservations.
- b) Any works from the Infrastructure Schedule of the Lake Narracan Precinct Structure Plan identified in an agreement made by the owner of the subject land with the Responsible Authority pursuant to

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Section 173 of the Planning and Environment Act 1987.

- c) Topography and existing features, including contours for the subject land and any affected adjacent land.
- d) The location of all trees (or group of trees) existing on the site, including dead trees and those that overhang the site from adjoining land.
- e) Details of tree protection zones (TPZs), for all trees to be retained on site (if any).
- f) Any trees proposed for removal from the site clearly designated.
- g) Typical cross-sections for each street type, dimensioning individual elements, services offsets and street trees.
- h) Details of intersection treatments and traffic calming measures in accordance with Latrobe City Council's Design Guidelines and Austroads' Guide to Traffic Management.
- i) The provision of roundabouts at all cross-road intersections.
- j) A table of offsets for all utility services (including fibre optic conduit) and street trees.
- k) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, line marking and traffic controls.
- l) The provision of vehicle crossings to provide access to lots where the location of the vehicle crossing is relatively fixed.
- m) The proposed minor drainage network.
- n) The major drainage system, including any watercourse, wetland, silt pond or other water sensitive urban design devices, and/or piped elements showing preliminary sizing and any land required for maintenance access.

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- o) Overland stormwater flow paths (100 year ARI) to indicate how excess runoff will be safely conveyed along road or drainage reserves to its destination including from adjacent upstream areas.
  - p) Drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance.
  - q) Preliminary location of reserves for electrical kiosks;
  - r) Works external to the subdivision, including both interim and ultimate access requirements.
  - s) Intersections with roads external to the subdivision.
37. The provision of entrance features to the development such as estate signage shall not be located within any road or public open space reserves unless with the written agreement of the Responsible Authority.
38. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless with the written agreement of the Responsible Authority.
39. Prior to the commencement of any road and/or drainage works for each stage of the subdivision, detailed engineering plans and specifications must be submitted to the satisfaction of and approved by the Responsible Authority. The engineering plans must be generally in accordance with the approved Functional Layout Plans and consistent with the approved landscape detail plans. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and an electronic copy in PDF format must be provided. The plans must include:
- a) Design and construction of any works from the Infrastructure Schedule of the Lake Narracan Precinct Structure Plan identified in

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an agreement made by the owner of the subject land with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987.

- b) Design and construction of all new roads including connections to existing roads. Roads shall be designed and constructed in accordance with the Lake Narracan Precinct Structure Plan, the endorsed plans and Latrobe City Councils "Design Guidelines".
- c) Design and construction of a widening of Hayes Road in accordance with the Lake Narracan Precinct Structure Plan and Latrobe City Council's Design Guidelines, for the full length of the abuttal to that stage of the development. Hayes Road shall be constructed on the east side of the existing centreline of the road, to provide along the road, a traffic lane width of 3.5 metres and an indented parking lane width of 2.3 metres, with concrete kerb and channel, nature strip and street trees along the development side of the road. Works shall include the piping of all existing earthen road drainage.
- d) Temporary vehicle turnarounds at the ends of streets to be continued in future stages or in future developments, including a low maintenance sealed surface. Turning areas must be a minimum of 20 metres in diameter.
- e) Concrete footpaths along both sides of all proposed streets, unless otherwise required and 2.5 metre minimum width concrete shared pedestrian/bicycle paths to be provided in accordance with Latrobe City Council's Design Guidelines and the endorsed plans.
- f) Underground piped drainage to each lot and provision of over-land surcharge routes and cut-off drains. Drainage plans must include hydraulic computations. The stormwater drainage system must:
  - Be designed to take the 1 in 5 year ARI storm event,
  - Meet the current best practice performance objectives for stormwater quality as contained in the "Urban Stormwater Best Practice Environmental Management Guidelines, CSIRO 1999"

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as amended,

- Ensure that flows downstream of the subdivision site are restricted as proposed in the endorsed Surface Water Management Strategy.
- g) Provisions shall be made for stormwater from all storm events greater than the 1 in 5 year event and up to and including the 1 in 100 year ARI storm event including:
  - Provision of over-land stormwater surcharge routes and cut-off drains for the safe and effective passage of stormwater flows arising from both within the development and from areas upstream of the development.
  - All new and existing lots should be free from inundation.
  - All streets, footpaths and cycle paths that are subject to flooding must meet the safety criteria  $d_a v_{ave} < 0.35 \text{ m}^2/\text{s}$  (where  $d_a$  = average depth in metres and  $v_{ave}$  = average velocity in metres per second).
- h) Construction of wetland/stormwater detention areas generally as proposed in the approved surface water management strategy. The wetlands shall be designed to achieve the following objectives for environmental quality as set out in the Urban Stormwater Best Practice Environmental Management Guidelines, CSIRO 1999:
  - 80% retention of the typical annual load of suspended solids;
  - 45% retention of the typical annual load of total phosphorus;
  - 45% retention of the typical annual load of total nitrogen; and
  - 70% retention of the typical annual load of gross pollutants.

The proposed wetlands/stormwater detention area must be constructed to ensure that the bed of the internal edges of any water body are graded to achieve a maximum water depth of 0.2m for a minimum distance of 3 metres in from the water's normal edge before becoming steeper or achieve the alternatives specified in "WSUD Engineering

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Procedures: Stormwater (Melbourne Water 2005), Clause 10.3.2.3  
 Cross sections” or equivalent standards applicable at the time to the  
 satisfaction of the Responsible Authority.

- i) Appropriate intersection treatments and traffic calming measures in accordance with Latrobe City Council's Design Guidelines and Austroads' Guide to Traffic Management.
  - j) The provision of roundabouts at all cross-road intersections and future cross-road intersections. Roundabouts must be designed in accordance with Austroads "Guide to Road Design".
  - k) Vehicle crossings must be constructed to provide access to lots where the location of the vehicle crossing is relatively fixed.
  - l) Earthworks shall be undertaken within the development to ensure that vehicle access can be obtained to each proposed allotment.
  - m) Street lighting in accordance with Australian Standard AS1158, along all new roads and all new shared paths and upgraded street lighting at the locations of proposed intersection works external to the development.
  - n) All traffic signage, street name signage and road pavement line marking.
  - o) High stability permanent survey marks at locations in accordance with Latrobe City Council's Design Guidelines, levelled to the Australian Height Datum and coordinated to the Map Grid of Australia (MGA94).
40. Prior to the commencement of any road, drainage or landscaping works associated with each stage of the subdivision, a Site Management Plan shall be submitted to and approved by the Responsible Authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The Site Management Plan must include:
- a) Traffic management measures - the plan must detail measures proposed to protect and maintain vehicle use of the existing road

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

- b) Construction management measures - the plan must outline how issues such as deliveries, noise, mud on roads, and dust generation will be managed onsite during the construction phase. Details of a contact person/site manager must also be provided, so that this person can be easily contacted should any issues arise.
- c) An environmental management plan for the works detailing techniques for erosion prevention, temporary drainage and sediment control measures and vegetation protection during the construction of the works and post construction. Reference should be made to the Environment Protection Authority's publication 960 *'Doing it right on subdivisions'*.
- d) Cultural protection issues – the plan must demonstrate how the recommendations of any Cultural Heritage Management Plan applying to the land are to be carried out.

41. Control measures in accordance with the approved Site Management Plan shall be employed throughout the construction of the works to the satisfaction of the Responsible Authority. The Responsible Authority must be kept informed in writing of any departures from the Site Management Plan. If in the opinion of the Responsible Authority the departure from the approved plan is significant then an amended plan must be submitted to and approved by the Responsible Authority. The approved measures must be carried out continually and completed to the satisfaction of the Responsible Authority.

42. Polluted drainage must be treated and/or absorbed on the lot from which it emanates to the satisfaction of the Responsible Authority. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a watercourse or easement drain.

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43. Land required for road widening including right of way flaring for the ultimate design of any intersection within an existing or proposed local road must be transferred or vested in Council at no cost to the acquiring agency unless funded by the Lake Narracan Development Contributions Plan.
44. Before a Statement of Compliance is issued for each relevant stage of this subdivision under the Subdivision Act 1988, the operator of this permit must construct road works, drainage and other civil works to the satisfaction of the Responsible Authority, in accordance with the engineering plans and specifications approved by the Responsible Authority and must include:
- a) Any works from the Infrastructure Schedule of the Lake Narracan Precinct Structure Plan identified in an agreement made by the owner of the subject land with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987.
  - b) All proposed new roads in accordance with the endorsed plans.
  - c) Vehicle crossings must be constructed to provide access to lots where the location of the vehicle crossing is relatively fixed.
  - d) Concrete footpaths along both sides of all proposed streets and shared pedestrian/bicycle paths to be provided in accordance with the endorsed plans and Latrobe City Council's Design Guidelines.
  - e) Intersection treatments and traffic calming measures.
  - f) The provision of roundabouts at all cross-road intersections.
  - g) Removal of all redundant vehicle crossings and reinstatement of kerb and channel and grassed naturestrip.
  - h) Underground piped drainage to convey stormwater from each lot to the legal point of discharge for the 1 in 5 year ARI storm event. Prior to the issue of the certificate of practical completion, CCTV results for the full length of all storm water drainage pipes for which Latrobe City Council will become responsible at the expiry of the

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maintenance period, must be submitted for assessment. The CCTV work is to be performed by an independent specialist contractor at the Developer's cost. The submitted information is to be to the satisfaction of the responsible authority.

- i) Works to ensure that flows downstream are in accordance with the approved stormwater management plan.
- j) Works to ensure the stormwater management system meets current best practice performance objectives for stormwater quality.
- k) Provisions for stormwater from all storm events greater than the 1 in 5 year event and up to and including the 1 in 100 year ARI storm event including:
  - i. Provision of over-land stormwater surcharge routes and cut-off drains for the safe and effective passage of stormwater flows.
  - ii. Arrangements for the capture of overland stormwater flows from adjacent upstream areas not previously developed.
  - iii. All new and existing lots should be free from inundation.
  - iv. All streets, footpaths and cycle paths that are subject to flooding must meet the safety criteria  $d_{ave} < 0.35 \text{ m}^2/\text{s}$  (where  $d_{ave}$  = average depth in metres and  $v_{ave}$  = average velocity in metres per second).
- l) Earthworks within the development to ensure that vehicle access can be obtained to each proposed allotment.
- m) Street lighting along all new roads and shared paths and upgraded street lighting at the locations of proposed intersection works and along all those sections of external roads where access is obtained directly to lots in the development.
- n) All traffic signage, street name signage and road pavement line marking.

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- o) The installation and registration of high stability permanent survey marks.
  - p) Provision of temporary vehicle turnarounds with a low maintenance sealed surface, at the end of all streets proposed to be continued in a later stage of the development or in the development of abutting lands, where there are new lots with frontage onto the completed sections of those streets.
45. Before a Statement of Compliance is issued for any stage of this subdivision under the Subdivision Act 1988, the operator of this permit must construct fences along all allotment boundaries abutting reserves. Fences shall be constructed in accordance with any Design Guidelines prepared under the requirements of this permit.
46. Before a Statement of Compliance is issued for any stage of this subdivision under the Subdivision Act 1988, the operator of this permit must pay to Latrobe City Council:
- a) For all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, an engineering plan checking fee of an amount equivalent to 0.75% of the estimated cost of constructing the works proposed on the engineering plans,
  - b) For all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, an amount equivalent to 2.5% of the estimated cost of constructing the works which are subject to supervision, and
  - c) The sum of \$490 per 20 metres of street length or per lot frontage (whichever provides for the greater number of street trees), for the provision of street trees along all streets where street trees are not planted by the operator of this permit.

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47. Before a Statement of Compliance is issued for any stage of this subdivision under the Subdivision Act 1988, the operator of this permit must provide to the satisfaction of the Responsible Authority:

- a) Final as-built plans for all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, in an electronic format complying with A-Spec requirements, levelled to the Australian Height Datum and coordinated to the Map Grid of Australia (MGA94).
- b) Final as-built plans in an electronic DWG format, for all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period.
- c) Certification by a licensed surveyor of the registration of all constructed Permanent Survey Marks.
- d) Written records of all inspections undertaken during the maintenance period for the works, in accordance with the requirements of Latrobe City Council's Road Management Plan, any defects identified during those inspections and the date and time of rectification of the defects.

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

49. Unless otherwise required in this permit, all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, shall be maintained by the operator of this permit for a period of three months from the date of practical completion of the works. Maintenance of road works shall include all inspections required in accordance with Latrobe City Council's Road Management Plan. At the

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end of this maintenance period, a Defects Liability Period of nine months shall then apply to the works at the end of which time Final Completion of the works will be issued.

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

**Country Fire Authority Conditions:**

52. For the purpose of Clause 56.06-7, the requirements of the relevant fire authority are, unless otherwise approved by the Country Fire Authority (CFA):
- Constructed roads must be a minimum of 7.3m trafficable width where cars park on both sides, or:
    - A minimum of 5.4m in trafficable width where cars may park on one side only.
    - A minimum of 3.5m trafficable width, with no parking and 0.5m clearance to structures on either side, and if this width applies,

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there must be passing bays of at least 20m long, 6m wide and located not more than 200m apart.

- Roads must be constructed so that they are capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- Roads must be constructed so that they are capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- The average grade of a road must be no more than 1 in 7 (14.4% or 8.1°).
- The steepest grade on a road must be no more than 1 in 5 (20% or 11.3°) with this grade continuing for no more than 50 metres at any one point.
- Dips on the road must have no more than 1 in 8 grade (12.5% or 7.1°) entry and exit angle.
- Constructed dead end roads more than 60 metres in length from the nearest intersection must have a turning circle with a minimum radius of 10m (including roll over curbs if they are provided).

53. Before the commencement of works for a stage of subdivision, a Construction Management Plan that addresses Bushfire Risk Management must be submitted to and approved by the Responsible Authority and the CFA. The Construction Management Plan must specify, amongst other things:

- (a) Measures to reduce the risk from fire within the surrounding rural landscape and protect residents from the threat of fire;
- (b) A separation buffer, consistent with the separation distances specified in AS3959-2009, between the edge of development and non-urban areas;
- (c) How adequate opportunities for access and egress will be provided for early residents, construction workers and emergency vehicles.

54. **West Gippsland Catchment Management Authority Conditions:**

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Prior to the commencement of any works related to any Stage of the subdivision, a Stormwater Management Plan (SMP) must be developed to the satisfaction of the West Gippsland Catchment Management Authority for the entire subdivision (Stages 1 – 17). The SMP must demonstrate that all stormwater discharge from the subdivision will meet the '*Urban Stormwater Best Practice Environmental Management Guidelines*' (CSIRO, 1999). The SMP must include information about the proposed staging of works identified in the SMP.

55. Prior to the commencement of any works related to any Stage of the subdivision, a Waterway Management Plan (WMP) for all waterway reserves in the entire subdivision (Stages 1 – 17) must be endorsed in writing by the West Gippsland Catchment Management Authority. The WMP must include:
- a) Details of the existing environmental values;
  - b) Details of any initial stabilisation and vegetation works;
  - c) A landscape plan for revegetation of the waterway, drainage corridor and all water quality works, including a species list and proposed density of the plantings. The vegetation must be representative of the Ecological Vegetation Class for the site;
  - d) Details of the proposed staging of works identified in the WMP; and
  - e) A maintenance plan detailing the sequencing and periods of short, medium and long term actions, including inspections, and the parties responsible for each action.

56. Prior to the issue of a Statement of Compliance for each Stage of the subdivision, any works identified in the Waterway Management Plan for that Stage must be undertaken to the satisfaction of the West Gippsland Catchment Management Authority.

**Ausnet Conditions:**

57. The plan of subdivision submitted for certification must be referred to AusNet Electricity Services Pty Ltd in accordance with Section 8 of the Subdivision Act 1988.

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The applicant must:

- a) Enter in an agreement with AusNet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
- b) Enter into an agreement with AusNet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
- c) Enter into an agreement with AusNet Electricity Services Pty Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AusNet Electricity Services Pty Ltd.
- d) Provide easements satisfactory to AusNet Electricity Services Pty Ltd for the purpose of "Power Line" in the favour of "AusNet Electricity Services Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AusNet Electricity Services Pty Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
- e) Obtain for the use of AusNet Electricity Services Pty Ltd any other easement required to service the lots.
- f) Adjust the position of any existing AusNet Electricity Services Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
- g) Set aside on the plan of subdivision Reserves for the use of AusNet Electricity Services Pty Ltd for electric substations.
- h) Provide survey plans for any electric substations required by AusNet Electricity Services Pty Ltd and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AusNet Electricity Services Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under

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Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.

- i) Provide to AusNet Electricity Services Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
- j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AusNet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
- k) Ensure that all necessary auditing is completed to the satisfaction of AusNet Electricity Services Pty Ltd to allow the new network assets to be safely connected to the distribution network.

**Ausnet Transmission Conditions:**

- 58. Written agreement to the final plan of subdivision must be obtained from AusNet Transmission Group prior to certification.
- 59. The plan of subdivision must show the AusNet Transmission Group easement fully dimensioned on all affected lots.
- 60. The position of the AusNet Transmission Group easement must be adjusted where necessary to accord with the position of the existing transmission lines as determined by survey.
- 61. Approval must be obtained from AusNet Transmission Group as to the position of lot boundaries within the easement. Lot boundaries must have a minimum clearance of 10 metres from the nearest tower steelwork.
- 62. Approval must be obtained from AusNet Transmission Group as to the position and/or suitability of any roads that are proposed within the AusNet Transmission Group easement.

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63. Details of proposed road construction and the installation of services within the easement must be submitted to AusNet Transmission Group and approved in writing prior to the commencement of work on site.
64. Gates must be installed in any new boundary fences that cross the easement to enable access for AusNet Transmission Group vehicles.

**VicRoads Conditions:**

65. Prior to the certification of the plan of subdivision, detail functional layout plans in accordance with VicRoads Eastern Region checklists must be submitted and approved by VicRoads for the intersection of Hayes Road and Thompson Road, and for the Thompson Road upgrade.
66. The intersection of Hayes Road and Thompson road must be upgraded generally to a CHR and AUL intersection including a splitter island and auxiliary left exit in accordance with the Austroads guidelines to the satisfaction of VicRoads.
67. The intersection must have V3 roadway lighting installed to the satisfaction of VicRoads.
68. Prior to the release of Stage 1, the intersection and roadway lighting must be completed at no cost and to the satisfaction of VicRoads.
69. The subdivision must proceed in the order of stages as shown on the staging plan unless approved in writing by the Responsible Authority and the Roads Corporation.
70. Before the plan of subdivision is submitted to the Responsible Authority for certification under the Subdivision Act 1988, the following amendments to the plans submitted with the application must be made:
- i. Include any widening on Thompson Road and at the intersection of Thompsons Road and Hayes Road.

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- ii. Any land set aside as Road must be labelled "ROAD" on the plan of subdivision.
- iii. All land to be vested as road or reserve, for which the Roads Corporation is to be responsible, must be vested in the name of the ROADS CORPORATION (not VicRoads).
- iv. Any land to be set aside as Reserve for which the Roads Corporation is to be responsible must be labelled "RESERVE FOR USE OF THE ROADS CORPORATION" on the plan of subdivision.
- v. The original of any Certificate of Title issued by the Registrar of Titles from the plan of subdivision must be posted by registered mail to VicRoads within one week of it having been received. The current postal address of VicRoads is :  
VicRoads (Roads Corporation)  
(Attention Director Planning, Land Acquisition & Survey)  
60 Denmark Street  
KEW

**Gippsland Water Conditions:**

71. The following conditions must be met by the owner prior to the issue of a Statement of Compliance:

Pay New Customer Contributions to Gippsland Water for each service (water and/or wastewater) provided to each lot created by this development. These charges are based on Gippsland Water's rates at the time of payment and are associated with additional infrastructure that Gippsland Water will be required to operate and maintain to ensure ongoing servicing of this development.

72. The owner of the land must enter into a formal Developer Works Deed of Agreement with Gippsland Water, under the Corporation's Land Development system, for the complete construction of works necessary for the provision of water supply and sewerage services to all lots of the subdivision. Pay to Gippsland Water any fees and contributions and satisfy all conditions pertaining to the aforementioned deed.

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- 73. Design plans to be submitted outlining the size and the location of the works to determine where easements will be required. These plans must be endorsed by Gippsland Water prior to Gippsland Water consenting to certification of the relevant plan.
- 74. Install water services to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to Gippsland Water.
- 75. Install sewer services to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to Gippsland Water.
- 76. Create Reserves and/or Easements in favour of the Central Gippsland Region Water Corporation over all existing and proposed water and sewerage works located within the subdivision. Easements are to be for Pipeline or Ancillary Purposes.
- 77. If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.
- 78. Any plan of subdivision of the subject land lodged for certification shall be referred to Gippsland Water under Section 8(1) of the Subdivision Act 1988.
- 79. The owner/developer of the subject land is recommended to arrange a meeting with Gippsland Water and Latrobe City Council with respect to Landscaping near Gippsland Water's proposed major infrastructure assets. Please call the Statutory Planning Team on 5175 7488 to co-ordinate a meeting.

**Public Transport Victoria Conditions:**

- 80. Unless otherwise agreed in writing with Public Transport Victoria, prior to the certification of a plan of subdivision for Stage(s) 1,2,3,4,5,8,9,11,12,14,15,16,17 (or the equivalent), construction engineering plans, relevant to that stage of the subdivision, must be submitted to Public Transport Victoria. The plans must depict the road

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cross section to be constructed, in accordance with the Lake Narracan Precinct Structure Plan, and the location and design of bus stops (if required). The plan must be to the satisfaction of Public Transport Victoria and the Responsible Authority

- 81. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for stage(s) 1,2,3,4,5,8,9,11,12,14,15,16,17 (or the equivalent) that contains any portion of road nominated a 'Local Road (Bus Capable)', as identified on 'Plan 7 Public Transport & Trails' on page 24 of the Lake Narracan Precinct Structure Plan, that portion of road must be constructed in accordance with the relevant cross section shown in the Lake Narracan Precinct Structure Plan, in order to accommodate public transport access for buses, to the satisfaction of the Public Transport Victoria.
  
- 82. Unless otherwise agreed in writing with Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which contains or abuts a road identified as a potential bus route on 'Plan 7 Public Transport & Trails' on page 24 of the Lake Narracan Precinct Structure Plan, concrete hard stand pads (or indented bays if required) for passengers must be constructed:
  - a) on either side of the road, in locations agreed to in writing by Public Transport Victoria;
  - b) be provided with direct and safe pedestrian access to a shared/pedestrian path;
  - c) compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
  - d) at the full cost to the permit holder and;
  - e) to the satisfaction of the Public Transport Victoria.
  
- 83. Any roundabouts constructed on roads designated a future public transport route within the subdivision, must be designed to accommodate ultra-low floor buses, to the satisfaction of the Public Transport Victoria.
  
- 84. Intersections, slow points, splitter islands and any other local area traffic management treatments must be designed and constructed in

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accordance with the Public Transport Guidelines for Land Use and Development. The use of speed humps, raised platforms, one-way road narrowing and 'weave points' must not be constructed on any portion of a road identified as a potential bus route.

85. Pursuant to Section 8 (a) of the Subdivision Act 1988 only Plans of Subdivision which contain a portion of bus route identified within the Lake Narracan Precinct Structure Plan must be referred to Public Transport Victoria.


**Telecommunications Conditions:**

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

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

- c) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- d) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian

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Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**Expiry of Permit:**

87. 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 the last stage is not certified within 10 years of the date of this permit; or
  - c) the registration of the last stage of the subdivision is not completed within 5 years of certification of that plan of subdivision.

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

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

**Note 1. Environment Note:**

Habitat for Dwarf Galaxias (*Galaxiella pusilla*) or Growling Grass Frogs (*Litoria raniformis*) has been identified within the Lake Narracan Native Vegetation Precinct area. Both species are protected under the EPBC Act 1999 and the FFG Act 1998. In the event that any Dwarf Galaxias or Growling Grass Frogs are found to be present during any permitted works or activities within the precinct area, works must stop immediately and advice sought from the Environment, Natural Resources and Fisheries business at the Gippsland regional DEPI office in Traralgon. There is to be no handling, translocation or other activities that may impact adversely on the species without the written consent of the relevant statutory authorities.  
 (MPA, 2015)

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**Note 2. Engineering Note:**

In accordance with section 17 of the Subdivision Act, the works required to be undertaken under this permit as part of the subdivision hereby permitted, shall not commence until the Plan of Subdivision has been certified and the engineering plans for the works required have been approved.

**Note 3.** In accordance with the requirements of the Road Safety (Traffic Management) Regulations, a responsible entity for a road or road-related area (as defined in the Road Safety Act) may install Major Traffic Control Devices on the road or road-related area only with the written approval of VicRoads.

**Note 4. West Gippsland Catchment Management Authority Note:**

All works within 30 metres of a designated waterway require a Works on Waterways permit from the West Gippsland Catchment Management Authority, issued under the Water Act 1989. This includes (but is not limited to) construction of any recreational paths and crossings, construction of any vehicle access over a designated waterway, and installation of any water or sewer main within 30 metres of a designated waterway.

**Note 5. VicRoads Note:**

Separate consent for works within the road reserve and the specific these works is required under the Road Management Act. For the this application the works will include provision of:

- right turn lane
- acceleration / deceleration lane
- roadway lighting
- splitter island

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**Note 6. Gippsland Water Notes:**

The owner/developer/design consultant of the subject land is recommended to arrange a meeting with Gippsland Water due to large infrastructure requirements associated with the servicing of the development. Please call the Statutory Planning Team on 5175 7488 to co-ordinate a meeting.

**Note 7.** There is minimal capacity within the existing sewer infrastructure. Based on previous correspondence with Chris Constantine from Millar Merrigan dated 10 August 2016. Gippsland Water is prepared to offer the connection of Stages 1 to 4 or (equivalent to 158 Lots) into existing sewer infrastructure.

**Note 8.** The above information is based on the condition that the existing sewer mains within the development are re-laid and upsized to accommodate the subdivisions layout to ensure existing assets are not positioned through the centre of future lots. Should the layout of the subdivision change, the developer will be required to upsize the mains for the first 158 lots.

**Note 9.** Significant water main infrastructure is required beyond 15 lots. Only 15 lots can be connected off the existing water infrastructure.

**Note 10.** The owner/developer of the subject land is required to obtain an 'Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services' (extension of water and/or sewer mains) and/or a 'Property Connection's Quote Request' form and submit to Gippsland Water for a quote detailing costs & servicing requirements.

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

Date Issued: 21 December 2016

*L. Dukes*

Signature for the Responsible Authority

FORM 4

Section 63

**PLANNING PERMIT**

Permit No.: 2016/154/1  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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The following Gippsland Water forms are available and may be obtained from Gippsland Water's website, [www.gippswater.com.au](http://www.gippswater.com.au):

1. Servicing Information Request form – to assist in location of existing assets and services:  
<https://www.gippswater.com.au/developers/propertyconnections/property-information-and-requests>
2. Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services for both subdivisional and nonsubdivisional developments (extension of water and/or sewer mains):  
<https://www.gippswater.com.au/developers/information/formsdocuments>
3. Property Connections Quote Request form – Residential, Commercial/Industrial, Multi-Tenement (Units), Land Subdivisions – A Property Connections Quote Request form must be completed and forwarded to our Property Connections Team to arrange a quote for the development:  
<https://www.gippswater.com.au/developers/propertyconnections/connections>

END CONDITIONS

Date Issued: 21 December 2016

  
Signature for the Responsible Authority

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

### WHEN DOES A PERMIT EXPIRE?

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

### WHAT ABOUT REVIEWS?

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