



Contract of Sale of Real Estate

Property: Lot ____, 69 Kennewell Street, White Hills

The Perch – Stage 2

FORM 1**Estate Agents Act 1980**

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE**Property Address: Lot _____, 69 Kennewell Street, White Hills, 3550**

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

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

The terms of this contract are contained in the:

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

IMPORTANT NOTICE TO PURCHASERS**COOLING-OFF PERIOD****Section 31, Sale of Land Act 1962**

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

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

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

EXCEPTIONS

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

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

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on / / 2018

.....

SIGNED BY THE VENDOR

on / / 2018

.....

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"**OFF-THE-PLAN SALES****Section 9AA(1A), Sale of Land Act 1962**

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

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

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

PARTICULARS OF SALE**VENDOR**

Name: JLEJ Investments Pty Ltd ACN 602 902 429

Address: c/o 177 View Street, Bendigo, Victoria, 3550

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Beck Legal

Address: 177 View Street, Bendigo, 3550

DX: DX 55011 Bendigo

Email: rhillier@becklegal.com.au

Phone: 03 5445 3333

Mob:

Fax: 03 5445 3355

Ref: MDO:RHI:533635

PURCHASER

Name:

Address:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

DX:

Email:

Phone:

Mob:

Fax:

Ref:

LAND (general conditions 3 and 9)

The land is:

Part of the land described below:

Certificate of Title Reference (part)	being lot	on proposed plan of subdivision ("Plan")
Volume 11871	Folio 133	PS806821Q

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: Lot ____, 69 Kennewell Street, White Hills, 3550

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

Nil – vacant land

PAYMENT (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

is due on the date that is 14 days after the vendor gives notice in writing to the purchaser of registration of the Plan.

LEASE (general condition 1.1)

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

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

.....

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan Amount: \$ Approval Date: / /

SPECIAL CONDITIONS

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.

SPECIAL CONDITIONS

1. Interpretation

In this contract, unless the context requires otherwise:

- 1.1. the singular includes the plural and vice versa;
- 1.2. the word "person" includes a natural person and any body or entity whether incorporated or not;
- 1.3. a heading may be used to help interpretation, but is not legally binding;
- 1.4. a reference to all or any part of a statute, ordinance or other law ("statute") includes:
 - 1.4.1. any rules, regulations or other instruments made under that statute; and
 - 1.4.2. that statute as amended, consolidated, re-enacted or replaced from time to time;
 - 1.4.3. a reference to any party to this contract includes that party's successors, personal representatives and permitted assigns;
- 1.5. if two or more people are described as a party, each person is:
 - 1.5.1. liable for their obligations; and
 - 1.5.2. entitled to their rights,
jointly and severally;
- 1.6. a reference to a document includes the document as modified from time to time and any document replacing it;
- 1.7. a reference to a thing includes a part of that thing;
- 1.8. the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- 1.9. a reference to any agency or body:
 - 1.9.1. which ceases to exist;
 - 1.9.2. is reconstituted, renamed or replaced; or
 - 1.9.3. has its powers or functions removed,means the agency or body which replaces it, or which has substantially the same powers or functions;
- 1.10. a provision must not be construed against a party merely because that party was responsible for preparing this contract or that provision;
- 1.11. any provision of this contract which is capable of taking effect after completion of this contract will not merge on settlement of this contract but will continue with full force and effect; and
- 1.12. a word or phrase specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this contract.

2. Amendments to General Conditions

- 2.1. General conditions 5, 9, 15, 20, 24.2 and 24.4 to 24.6 (inclusive) do not apply to this contract.
- 2.2. General condition 11.4(b) is amended to insert "'bank" before "cheque"; and
- 2.3. General condition 11.6 is amended by amending "three cheques" to "five bank cheques";
- 2.4. General condition 14.2(b) insert "and provides evidence satisfactory to the vendor from the lender nominated in the particulars of sale" after "loan" in line 2.

3. Purchaser Acknowledgements

The purchaser acknowledges and agrees that:

- 3.1. the purchaser received a vendor's statement pursuant to section 32 of the Sale of Land Act signed by the vendor prior to the purchaser executing this contract;
- 3.2. the vendor may at its complete discretion give any form of valuable consideration, including but not limited to the payment of a fee, to any other party in consideration of that other party introducing the purchaser to the vendor or otherwise in respect of this contract; and
- 3.3. the purchaser has purchased the property as a result of the purchaser's own inspection and inquiry and that the purchaser does not rely on any representation or warranty of any nature made by or on behalf of the vendor or its agents or consultants.

4. Authority

- 4.1. If a person signs this contract on behalf of a purchaser which is a corporation (within the meaning of the Corporations Act 2001 (Cth)), that person:
 - 4.1.1. warrants in a personal capacity to the vendor that they have the authority to enter this contract on behalf of the purchaser; and
 - 4.1.2. if the warranty in 4.1.1 is false, acknowledges and agrees that they will be personally liable for the performance of the purchaser's obligations.
- 4.2. If the purchaser is buying the Land as trustee of a trust ("Trust") then:
 - 4.2.1. the purchaser must not do anything to prejudice any right of indemnity the purchaser may have under the Trust;
 - 4.2.2. the purchaser warrants to the vendor that the purchaser has power under the Trust to enter into this contract; and
 - 4.2.3. if the trustee is an individual, that signatory is personally liable under this contract for the due performance of the purchaser's obligations as if the signatory were the purchaser in case of default by the purchaser and must execute the Guarantee and Indemnity attached to this contract upon signing of this contract by the purchaser.

5. Deposit

- 5.1. Deposit monies payable under this contract will be:
 - 5.1.1. paid into an interest bearing controlled money trust account with a bank as nominated from time to time by the vendor's solicitor on trust for the purchaser until registration of the plan of subdivision; or
 - 5.1.2. paid into the vendor's solicitor's or vendor's agent's trust account on trust for the purchaser until registration of the plan of subdivision.
- 5.2. The vendor and the purchaser agree that if the deposit is invested in an interest bearing account, any interest which accrues on the deposit money will be paid to the party entitled to the deposit on the date on which the deposit money is released to that party.
- 5.3. For the purposes of special condition 5.2, the expression "interest" shall be deemed to mean all interest which has accrued in respect of the interest bearing trust account referred to in special condition 5 less all duties payable in respect of such account.
- 5.4. Upon registration of the Plan the deposit monies will be held or invested by the vendor's solicitor or the vendor's agent upon the terms set out in this special condition as stakeholder for the parties and will be held or released pursuant to the provisions of the Sale of Land Act 1962 as amended.

6. Guarantee and Indemnity

In the event of the purchaser being a proprietary company, it shall simultaneously with the execution of this contract obtain the execution of a guarantee by all its directors in the form of the guarantee annexed to this contract.

7. Restrictive Covenants

The parties agree that it shall be a condition of the sale or transfer of the Land that the purchaser or transferee and their successors in title agree to be bound by and to have recorded on the certificate of title the restrictive covenants set out below:-

"And the transferee does hereby covenant for himself his executors administrators and assigns and as a separate covenant with the transferor and its transferees successors and assigns and the registered proprietor or proprietors for the time being of the Land comprised in plan of subdivision PS806821Q ("the Plan") except the lot or lots hereby transferred that, without the prior written consent of the transferor, the transferee:-

- (a) shall not erect on the Land hereby transferred or cause to be erected or allow to remain erected on the Land hereby transferred:
 - i. any dwelling house, garage, shed, outbuilding or fence using other than new materials;
 - ii. any dwelling house unless not less than 50% of the external surface area of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer or rendered finishes;
 - iii. any dwelling house which has a floor area of less than 150 square metres and the floor area shall include the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - iv. any more than one dwelling house, such expression to include any flat, unit or apartment;
 - v. any temporary building or other temporary structure except a single shed for use by a builder during the course of construction of a dwelling house;
 - vi. any dependent person's unit or dwelling;
 - vii. any carport;
 - viii. any garage unless it is fully enclosed and located under the main roof of the dwelling house and having a common wall with the dwelling house;
 - ix. any building or other structure which is constructed wholly or partly of mud brick, galvanised iron cladding or aluminium or reflective cladding;
 - x. any shed or outbuilding unless the external walls or external wall surfaces of such shed or outbuilding are constructed of double sided Colorbond panels, brick, brick veneer or rendered finishes or are substantially similar to the external finish of the dwelling house;
 - xi. any shed or outbuilding having a combined floor area in excess of 60 square metres nor exceeding 3.5 metres in height from the surface level of the land;
 - xii. any shed or outbuilding unless it is constructed at the rear of the dwelling house;
 - xiii. any fence not equal to a height of 1.8 metres from the natural ground level comprising 1.65 metre Colorbond panels in a Teatree color (or if that material is no longer manufactured, then in an equivalent material) over 0.15 metre timber plinth at the base except where permitted by The Perch Fencing Guidelines;
 - xiv. any other fence not in accordance with The Perch Fencing Design Guidelines a copy of which is available from the transferor via email at jfehrring@live.com;
 - xv. any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface;
 - xvi. unless the land hereby transferred is Lot 8 or Lot 12 on the Plan ("Corner Lot"), any more than one driveway or crossover;
 - xvii. where the land hereby transferred is Lot 8 on the Plan, any driveway or crossover unless such driveway or crossover is constructed:
 - (A) on the southern boundary of the Land and is located within 6 metres of the western boundary of the Land; or

- (B) on the eastern boundary of the Land and is located within 4 metres of the northern boundary of the Land;
- xviii. where the land hereby transferred is Lot 12 on the Plan, any driveway or crossover unless such driveway or crossover is constructed:
 - (A) on the western boundary of the Land and is located within 6 metres of the northern boundary of the Land; or
 - (B) on the southern boundary of the Land and is located within 4 metres of the eastern boundary of the Land;
- xix. any hot water service or door (other than a front entrance door or a garage door) which is visible from any street frontage of any of the land described in the Plan;
- (b) shall not use, cause to be used or allow to be used any dwelling house erected on the Land for any purpose other than as a residence which may include a home office and shall not use any building erected on the Land for commercial purposes unless a planning permit for that use is granted;
- (c) shall not erect or cause to be erected on the Land, or allow to be erected or remain or display, cause to be displayed or allow to be displayed any sign, hoarding or advertising of any description including a "for sale" sign unless construction of a dwelling house has been completed and an occupancy permit has issued;
- (d) shall not permit or cause to be permitted or allow to be permitted recreation or commercial vehicles including but not limited to utility trucks, vans, boats, caravans or motorcycles to be parked or accommodated on the Land where they can be visible from any street or from parkland;
- (e) shall not accumulate or cause to be accumulated or allow to be accumulated any waste, rubbish, building or site excavations, grass clippings or pruning on the Land;
- (f) shall not subdivide the Land hereby transferred;
- (g) shall not at any time allow, use or cause to be used or suffer or otherwise allow to be used the Land or any part of the Land for the purposes of carrying on any noxious or offensive trade or works; and
- (h) shall not at any time allow, use or cause to be used or suffer or otherwise allow to be used any dwelling on the Land for the purposes of or in conjunction with any governmental rental assistance scheme or similar government support program.

And it is intended that the foregoing covenants shall be set out as encumbrances on the certificate of title issued or to issue for the Land hereby transferred and these covenants shall expire on the date that is 10 years from the date of registration of plan of subdivision PS806821Q by the Registrar of Titles.

8. Fencing

- 8.1. The parties agree that the purchase price has been reduced by an amount calculated by the vendor to cover the vendor's estimated costs in respect of the contribution as adjoining proprietor to the cost of fencing the Land and the purchaser acknowledges that fact and shall make no claim on the vendor in respect of the cost of fencing the Land and any adjoining Land owned by the vendor.
- 8.2. This special condition shall continue for the benefit of the vendor notwithstanding settlement.
- 8.3. In the event that the purchaser sells or transfers the Land to another person before the boundaries of the Land have been fenced then the purchaser covenants with the vendor that the purchaser shall, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the vendor.

9. Adjustment of Outgoings

- 9.1. All rates, taxes, assessments, land tax, levies or other outgoings ("Outgoings") payable by the vendor must be apportioned between the parties on the day of settlement and any adjustment paid and received as appropriate.

- 9.2. The Outgoings must be apportioned on the following basis:
- 9.2.1. The reference to the Land sold as being the only land of which the vendor is the owner within the meaning of the *Land Tax Act 2005* (Vic) is a reference to all of the land described in certificate/s of title set out in the Particulars of Sale of this contract; and
 - 9.2.2. If the Land is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the Land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed; and
 - 9.2.3. Any personal or statutory benefit available to any party shall be disregarded; and
 - 9.2.4. The vendor may pay all Outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date.
- 9.3. If any supplementary rates or outgoings are assessed, levied or charged against the property in or after the rating year in which the date of payment of the balance falls, the purchaser shall be solely responsible to bear or pay the sum of supplementary amount.
- 9.4. If the purchaser is in breach of this contract by not completing this contract on the settlement date and a result of the purchaser's breach, completion of this contract takes place on a date that is after 31 December in the year that completion of this contract is due to take place, then:
- 9.4.1. the purchaser acknowledges that the purchaser's breach will result in an increase in the amount of the vendor's land tax assessment for the year following the date on which settlement was due ("Additional Land Tax"); and
 - 9.4.2. an amount equal to the Additional Land Tax must be paid by the purchaser to the vendor at settlement of this contract.

10. Registration Of Plan

- 10.1. This contract is conditional upon the Plan being registered by the Registrar of Titles within 24 months of the day of sale under this contract.
- 10.2. If the Plan is not registered within the above period, then subject to special condition 10.3:
- 10.2.1. Either party will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the other party;
 - 10.2.2. After the service of a notice under special condition 10.2.1, all monies paid under this contract by the purchaser will be refunded to the purchaser; and
 - 10.2.3. After the refund of all monies pursuant to special condition 10.2.2, neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract or the failure of the vendor to procure the registration of the Plan.
- 10.3. The vendor shall at its own cost endeavour to procure registration of the Plan by the Registrar of Titles within the period set out in special condition 10.1.
- 10.4. If the registration of the Plan is, or is likely to be in the vendor's reasonable opinion, delayed as a result of any one or more of the following events:
- 10.4.1. Conditions or requirements being imposed by:
 - 10.4.1.1. Any act or law;
 - 10.4.1.2. Statutory, government or like body; or
 - 10.4.1.3. A building surveyor or other building practitioner (as defined by the Building Act 1993 (Vic));
 - not foreseen by the vendor;

- 10.4.2. Delay by any statutory, governmental or like body or building surveyor or other building practitioner (as defined under the Building Act 1993 (Vic)) in providing any necessary approvals or consents, if reasonable steps to obtain such approvals or consents have been taken;
- 10.4.3. Strikes or lockouts or other such industrial action which affects any person employed in the construction of the construction works or the supply of materials or services to be used in the construction works;
- 10.4.4. Riots, civil commotion, terrorist attacks, malicious damage, burglary or theft;
- 10.4.5. Any act of God, fire, flood, storm, tempest, lightning, earthquake or explosion or unnecessarily inclement weather; or
- 10.4.6. Any other cause beyond the control of the vendor;

the above period will be extended by such periods as the vendor (acting reasonably) may notify the purchaser from time to time to a maximum period of six months after the expiry of the period referred to in special condition 10.1.

11. Amendments to Plan

- 11.1. The vendor may make any minor amendments to the Plan:
 - 11.1.1. As it may determine in its absolute discretion; or
 - 11.1.2. As may be required by any responsible authority or the Registrar of Titles as a condition of registering the Plan.
- 11.2. The purchaser will:
 - 11.2.1. Accept the Land on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot sold under this contract and the Lot on the registered Plan; and
 - 11.2.2. Make no objection, requisition or claim any compensation in respect of any minor variation or discrepancy between the dimensions and position of the Lot sold under this contract on the Plan and the Lot on the registered Plan, any alleged misdescription of the Land or any renumbering of stages of Lots on the Plan.
- 11.3. Special condition 11.2 is subject to the vendor notifying the purchaser in writing as soon as practicable of any proposed amendment to the Plan requested by the Registrar of Titles or by the vendor.
- 11.4. Where a purchaser claims that any proposed amendment to the Plan materially affects the Land and purports to rescind this contract, the vendor may, within fourteen (14) days of receiving such notice of rescission from the purchaser (which will be served on the vendor by the purchaser no later than fourteen (14) days after the date upon which the vendor has advised the purchaser of an amendment to the Plan) dispute that any proposed amendment materially affects the Land and refer the dispute to an arbitrator for determination in accordance with the provisions of section 14B of the Sale of Land Act 1962 (Vic).

12. Disclosure of Works

- 12.1. Works affecting the natural surface level of the Land which:
 - 12.1.1. have been carried out on the Land after the certification of the Plan and before the date of this contract; or
 - 12.1.2. are at the date of the contract being carried out or proposed to be carried out on the Landare described in the engineering plan or fill plan contained in the vendor's statement annexed to this contract.
- 12.2. The vendor may undertake further works affecting the natural surface level of the Land by cutting, excavating, grading, levelling, placing fill or placing soil on the Land, removing soil from the Land or by carrying out any other works on the Land and in such cases, the vendor

shall provide to the purchaser a copy of an engineering plan or fill plan setting out the extent of the works once it is available.

13. Land

- 13.1. The purchaser acknowledges that some parts of the Land in the Plan may be subject to fill. The purchaser buys subject to the presence of any such fill and shall not in any way object to it, make any requisitions or claim any compensation arising from there being fill on or in the Land.
- 13.2. The purchaser warrants to the vendor that, as a result of the purchaser's inspections and enquiries concerning the Land, the purchaser is satisfied with the condition, quality and state of repair of the Land and accepts the Land as it is and subject to any defects, need for repair or infestation.
- 13.3. The purchaser will not make a claim concerning the matters referred to in this special condition in respect of any loss, damage, need for repair relating to the Land or any requirements of a statutory authority which may affect the Land between the date of this contract and settlement.
- 13.4. The purchaser acknowledges that the improvements on the Land may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the vendor's title and the purchaser will not make any claim on those grounds.

14. The Perch Development

- 14.1. The purchaser acknowledges that the Land forms part of the vendor's overall development of the land known as The Perch, White Hills (the "Development").
- 14.2. The purchaser covenants that it will not directly or indirectly:
 - 14.2.1. Hinder, delay or prevent the Development and its construction by the vendor;
 - 14.2.2. Hinder, delay or prevent the marketing activities of the vendor;
 - 14.2.3. Hinder or object to any application for any approval made by or on behalf of the vendor in relation to the Development; or
 - 14.2.4. Do anything which, in the vendor's opinion may curtail, inhibit or interfere or which may affect the Development or the Plan generally.
- 14.3. The purchaser indemnifies and will keep indemnified the vendor against all claims, loss, damage and costs for which the vendor may suffer in respect of any breach of special condition 14.2.
- 14.4. The purchaser:
 - 14.4.1. Acknowledges that the vendor has the power to amend The Perch Fencing Design Guidelines or The Perch Front Landscaping Design Guidelines prior to and subsequent to the Settlement Date provided that the amendments are consistent with the overall objectives of the Development.
 - 14.4.2. Must not do anything which contravenes The Perch Fencing Design Guidelines and The Perch Front Landscaping Design Guidelines (as amended from time to time) without having first obtained the prior written consent of the vendor or its delegated agent.
 - 14.4.3. Authorises the vendor or its agent to enter upon and have access over the Land at any time for the purpose of rectifying any breach of this special condition 14 and the purchaser shall pay the vendor's reasonable costs in doing so. Entry upon the Land in accordance with this special condition shall not constitute trespass and the purchaser shall not make any claim against the vendor arising from such entry or access.

- 14.5. The purchaser agrees and acknowledges that it will not hinder, object, obstruct or make any claim against the vendor in relation to the exercise by the vendor of any of the rights contained in this special condition 14.
- 14.6. The purchaser must:
 - 14.6.1. not leave any building works incomplete on the Land for more than three months without work being carried out;
 - 14.6.2. pay to the vendor on demand any costs incurred by the vendor to rectify damage to Development landscaping installed by the vendor, including but not limited to grass and plants located in nature strips, which in the opinion of the vendor acting reasonably, has been caused by a builder (or sub-contractor of that builder) engaged by the purchaser to complete works on the Land;
 - 14.6.3. complete and maintain landscaping to the front of the Land to a high standard of presentation and in conformity with The Perch Front Landscaping Design Guidelines (a copy of which is contained in Annexure B of this contract);
 - 14.6.4. not use or allow any road reserve abutting the Land to be used for parking of cars on a regular or ongoing basis; and
 - 14.6.5. keep the Land tidy and presentable at all times while the Land is vacant including regularly mowing any grass on the Land.
 - 14.6.6. comply at all times with the restrictive covenants set out in special condition 7 of this contract.
- 14.7. The purchaser must not allow any rubbish including site excavations and building materials to accumulate on the Land (unless neatly stored in a suitable sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Land. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal any rubbish, grass or weeds that accumulate in breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so.
- 14.8. The purchaser acknowledges that the final location of any infrastructure or trees is subject to change and the vendor is not liable to the purchaser for the relocation of any infrastructure or trees on, near or adjacent to the Land.

15. Section 173 Agreement

- 15.1. The purchaser agrees and acknowledges that it may necessary or desirable by the vendor to enter into one or more agreements under section 173 of the Planning and Environment Act 1987 (Vic) with a responsible authority that affects the property in connection with any planning permit or other consent granted by a responsible authority in respect of the property ("Section 173 Agreement").
- 15.2. The purchaser irrevocably authorises the vendor to:
 - 15.2.1. comply with the requirements of any Section 173 Agreement so far as it relates to the property;
 - 15.2.2. negotiate the terms of any Section 173 Agreement contemplated by this Special Condition 15; and
 - 15.2.3. enter in to any such Section 173 Agreements as required from time to time.
- 15.3. The purchaser must:
 - 15.3.1. not make any requisition or objection, rescind or terminate this contract, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by any Section 173 Agreement referred to in this special condition; and
 - 15.3.2. if required by the vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the Registrar of Titles.

- 15.4. The purchaser acknowledges that any Section 173 Agreement will not constitute a defect in the vendor's title.

16. Services

- 16.1. The purchaser acknowledges that:
- 16.1.1. the vendor is not responsible for the connection of telecommunications services to the Land beyond making the Land ready for connection to telecommunications services in accordance with the telecommunications network or service provider nominated by the vendor; and
 - 16.1.2. the vendor has no control over the timing of the connection of telecommunications services to the land which is solely the responsibility of the telecommunications network or service provider engaged to connect such services.
- 16.2. The purchaser will make no objection or claim any compensation against the vendor in respect of the timing or type of telecommunication service provided to the Land or the location of telecommunication infrastructure on, around or in the Land.

17. No Caveat

- 17.1. The purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Land or the land of which the property forms a part of.
- 17.2. The purchaser acknowledges that a breach of Special Condition 17.1:
- 17.2.1. may delay or prevent registration of the Plan by the Registrar of Titles;
 - 17.2.2. may delay or prevent settlement by the vendor of sales of all or some of the lots on the Plan; and
 - 17.2.3. to the extent that it delays any such settlement, entitles the vendor to recover from the purchaser interest, holding costs and other charges including under any other contract of sale on the Plan or any agreement relating to the financing of the Development.
- 17.3. The purchaser irrevocably appoints the vendor's solicitor (as named in this contract) as its attorney to sign and lodge a withdrawal of any caveat lodged by the purchaser in breach Special Condition 17.1.

18. Restrictions

The purchaser buys the Land subject to:

- 18.1. The encumbrances described either in this contract, in the vendor's statement under section 32 of the Sale of Land Act 1962 (Vic), or in the proposed Plan including those that may be created or come into existence after the date of this contract;
- 18.2. any schedules of lot entitlements and liability on the Plan;
- 18.3. any restrictions imposed on the Land by:
 - 18.3.1. any law or planning scheme affecting the Land;
 - 18.3.2. any authority; or
 - 18.3.3. any town planning Acts or schemes or interim development orders;
- 18.4. any planning permit or consent which has been disclosed in the vendor's statement attached to this contract or as otherwise granted by any responsible authority; and
- 18.5. any easement or like encumbrance or other right held or claimed by any statutory or supply authority or company.

19. Subdivision Act

The purchaser agrees and acknowledges that the property is sold subject to the provisions of the Subdivision Act 1988 (Vic) and purchases the property subject to any easements, covenants or

similar encumbrances affecting the land, including those required by this contract, created or implied by the Subdivision Act 1988 (Vic) and the purchaser must not make any requisition or objection, delay settlement, rescind or terminate this contract or claim any compensation in relation to those easements, covenants or encumbrances.

20. Sale Of Land Act

The vendor and the purchaser agree and acknowledge that:

- 20.1. section 10(1) of the Sale of Land Act 1962 (Vic) will not apply to this contract in respect of the final location of any easement on the Plan or any stage of it;
- 20.2. easements for services may need to be created at any time during the term of this contract; and
- 20.3. lot boundaries may need to be realigned to accommodate services.

21. Service

The parties agree that any notice or document served by one party to the other via facsimile transmission is deemed to be served by the sending party on the date of transmission unless proved otherwise.

22. Transfer of Land

- 22.1. General Condition 6 shall be amended so as to require the transfer of land document executed by the purchaser to be delivered by the purchaser to the vendor's solicitors not less than ten business days before the settlement date.
- 22.2. The purchaser will be deemed to have made default in payment of the residue of the Price if the duly executed transfer of land is not delivered at least ten business days prior to the settlement date such default being deemed to commence on the settlement date and terminate upon the expiry of ten business days from the date upon which the transfer of land is received by the vendor's solicitors.

23. Execution of Documents

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

24. Indemnity

Subject to any provision to the contrary in this contract the purchaser will indemnify and keep indemnified the vendor against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings howsoever arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the Land or any act, matter or thing occurring thereon.

25. Assignment

- 25.1. The purchaser acknowledges and agrees that the vendor may, at any time prior to the settlement date, assign its rights and obligations under this contract to a third party ("Assignee").
- 25.2. The purchaser consents to any assignment by the vendor and agrees that:
 - 25.2.1. Upon request by the vendor, it will promptly sign and return to the vendor any document in relation to the assignment; and
 - 25.2.2. It will perform all of the purchaser's obligations under the contract in favour of and for the benefit of any Assignee as if the Assignee were the vendor named in this contract.

26. Nomination by Purchaser

In addition to the purchaser's right to nominate an alternative purchaser in accordance with general condition 18, it is agreed that any nomination must be made at least 10 days before the settlement date and the purchaser must deliver to the vendor's solicitor:

- 26.1. a copy of a nomination agreement executed by the nominee and the purchaser;
- 26.2. a copy of the duly signed nominee statutory declaration required by the State Revenue Office;
- 26.3. if the nominee is a corporation as defined in the Corporations Act 2001 (Cth), an original guarantee and indemnity (in the form attached to this contract but including changes necessary by reason of the nomination) signed by each of its directors; and
- 26.4. if the nominee is an individual or individuals acting in their capacity as the trustee of a trust, a guarantee and indemnity (in the form attached to this contract but including changes necessary by reason of the nomination), executed by the trustee in their personal capacity.

27. Foreign Investment Review Board

- 27.1. The purchaser warrants to the vendor that this contract either:
 - 27.1.1. Is not examinable by the Foreign Investment Review Board ("FIRB") under the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("FIRB Act"); or
 - 27.1.2. Where this contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.
- 27.2. The purchaser will indemnify and keep indemnified the vendor against any loss, damage or liability the vendor may suffer or incur as a result of a breach of the warranty in this special condition.

28. Whole Agreement

- 28.1. The covenants, provisions, terms and agreements contained in this contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties.
- 28.2. No further or other covenants agreements provisions or terms shall be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this contract.
- 28.3. The purchaser acknowledges and agrees that the contents of any promotional material created or commissioned by the vendor in respect of the Development or the Land does not constitute promises or representations by the vendor to the purchaser.

29. Default

The purchaser acknowledges that the following items constitute a "reasonably foreseeable loss" for the purposes of general condition 25:

- 29.1. expenses payable by the vendor under any existing loans secured over the property or other property of the vendor;
- 29.2. the vendor's legal costs and expenses as between solicitor and client incurred due to the breach; and
- 29.3. any commission or other expenses claimed by the vendor's agents relating to sale of the property.

30. Resale of Property by Purchaser

- 30.1. The purchaser must not until after settlement of this contract sell, transfer, assign, mortgage or otherwise encumber the Land without the vendor's written consent, which may be withheld in the vendor's absolute discretion or granted subject to conditions.
- 30.2. If the purchaser sells, transfers or otherwise disposes of the Land before an occupancy permit has issued for a dwelling on the Land, the purchaser must enter into and procure the proposed purchaser, disposee or transferee to enter into a deed prepared by the vendor's

solicitors at the purchaser's cost with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.

31. Unenforceable Provisions

If any provision of this contract is or becomes void, illegal, invalid or unenforceable then:

- 31.1. where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and
- 31.2. in any other case, the provision must be severed from this contract and the remaining provisions of this contract will operate as if the severed provision had not been included.

GUARANTEE AND INDEMNITY

TO: **JLEJ INVESTMENTS PTY LTD ACN 602 902 429**
c/o 177 View Street, Bendigo, Victoria, 3550
(Vendor)

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

- a) THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in this Contract, the Guarantor will immediately pay such monies to the Vendor;
- b) THAT in the event of the Purchaser failing to carry out or perform any of its obligations under this Contract, the Guarantor will immediately carry out and perform the same;
- c) THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the secured money in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the secured money or to carry out and perform the obligations herein contained; and
- d) THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: **JLEJ INVESTMENTS PTY LTD ACN 602 902 429**
c/o 177 View Street, Bendigo, Victoria, 3550

Purchaser:

Guarantor: _____ of _____

IN WITNESS WHEREOF the said Guarantors have set their hands and seals
this _____ day of _____ 2018.

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

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

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.
- 11. Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

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

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

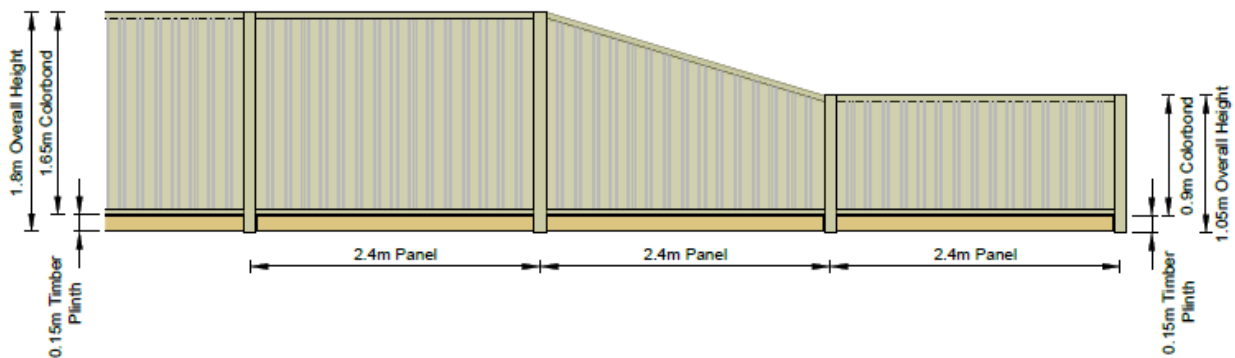
THE PERCH FENCING DESIGN GUIDELINES

The Perch – Stage 2 - Fencing Design Guidelines

1. All side boundary fencing (except otherwise permitted by these Guidelines) and rear boundary fencing must be constructed from Colorbond material in the colour Teatree (or if that material is no longer manufactured, then in an equivalent material).
2. All fences must be 1.8 metres in height comprising 1.65 metre Colorbond panels over 0.15 metre timber plinth at the base (unless otherwise required by these Guidelines) and positioned at all times on the lot boundary (unless otherwise required by these Guidelines).
3. No extension to the height of any fencing is allowed in any instance.
4. All side boundary fencing must be in the form of the diagram below except as otherwise described in these Guidelines.
5. Side fencing must return to abut the dwelling (wing fencing).
6. Wing fencing must be constructed to meet the side fencing on the side of that wing.
7. The side boundary fence between:
 - a) Lots 5 and 13;
 - b) Lots 6 and 14; and
 - c) Lots 7 and 15,must be:
 - i. built in accordance with the diagram below except that the first two panels from the front street boundary are not to be constructed; and
 - ii. to the height of 1.8 metres as set out in clause 2 above commencing at the point that is 5 metres from the front street boundary.
8. All fencing along the boundary between Lot 5 and Lots 9, 10 and 11 must be:
 - a) built in accordance with the diagram below except that the first two panels from the front street boundary are not to be constructed; and
 - b) to a height of 1.8 metres as set out in clause 2 above for the entire length of the boundary between Lot 5 and Lots 9, 10 and 11.
9. In relation to Lot 8:
 - a) where the front façade of the dwelling faces Scott Street:
 - i. the fencing forming the rear fence along the boundary between Lot 8 and the adjoining lot immediately to the north of Lot 8 (being Lot 4 on Plan of Subdivision 737185A) must be to the height of 1.8 metres as set out in clause 2 above and that fence must continue along the whole of that boundary; and
 - ii. the fencing forming the side fence along the boundary between Lot 8 and Lot 9 must be in the form of the diagram below; and
 - iii. any fence on the boundary adjacent to Kennewell Street, must be:
 - A. in accordance with clause 11 below; and
 - B. ends no less than 4 metres from the boundary adjacent to Scott Street.
 - b) where the front façade of the dwelling faces Kennewell Street:
 - i. the fencing forming the rear fence along the boundary between Lot 8 and Lot 9 must be to the height of 1.8 metres as set out in clause 2 above and that fence must continue along the whole of that boundary; and
 - ii. the fencing forming the side fence along the boundary between Lot 8 and the adjoining lot immediately to the north of Lot 8 (being Lot 4 on Plan of Subdivision 737185A) must be in the form of the diagram below; and
 - iii. any fence on the boundary adjacent to Scott Street, must be:
 - A. in accordance with clause 11 below; and
 - B. ends no less than 8 metres from the boundary adjacent to Kennewell Street.
10. In relation to Lot 12:
 - a) where the front façade of the dwelling faces Scott Street:
 - i. the fencing forming the rear fence along the boundary between Lot 5 and Lot 12 must be to the height of 1.8 metres as set out in clause 2 above and that fence must continue along the whole of that boundary; and
 - ii. the fencing forming the side fence along the boundary between Lot 11 and Lot 12 must be in the form of the diagram below; and
 - iii. any fence on the boundary adjacent to St Killian Street, must be:

- i. in accordance with the requirements of clause 11(a)-(d); and
 - ii. ends no less than 8 metres from the boundary adjacent to Scott Street.
- b) where the front façade of the dwelling faces St Killian Street:
 - i. the fencing forming the rear fence along the boundary between Lot 11 and Lot 12 must be to the height of 1.8 metres as set out in clause 2 above and that fence must continue along the whole of that boundary; and
 - ii. the fencing forming the side fence along the boundary between Lot 5 and Lot 12 must be in accordance with clauses 7(i) and (ii) above; and
 - iii. any fence on the boundary adjacent to Scott Street, must be:
 - i. in accordance with the requirements of clause 11(a)-(d) below; and
 - ii. ends no less than 4 metres from the boundary adjacent to St Killian Street.
- 11. Front fencing is allowed but must be:
 - a) no more than 1.0 metre from the front boundary;
 - b) constructed of steel, coated timber or brick (not Colorbond);
 - c) at least 50% open/transparent; and
 - d) a maximum height of 1.2 metres.
- 12. "Front fencing" means fencing which is not located on a side boundary and which is forward of the front façade of the dwelling.

Fencing template for side boundary fencing on all lots in Stage 2 (except fences referred to in clause 7 above):



Annexure B

THE PERCH FRONT LANDSCAPING DESIGN GUIDELINES

Front Landscaping Design Guidelines – The Perch - Stage 2

Minimum front landscaping works will include:

1. Fine grading and shaping of landscaped and lawn areas
2. Garden beds comprised of pebbles or mulch
3. Appropriate edging (such as timber) to garden beds
4. Small areas of lawn
5. At least 10 plants/shrubs
6. At least 1 advanced tree (2.0m minimum mature height)
7. No visible soil areas

Front Landscaping of your lot must be completed to the minimum standards above within 6 months of receiving your Certificate of Occupancy.



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

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

LAND

Lot , 69 Kennewell Street, White Hills, 3550

**VENDOR'S
NAME**

JLEJ INVESTMENTS PTY LTD (ACN 602 902 429)

Date

**VENDOR'S
SIGNATURE**

A handwritten signature in black ink, appearing to be 'JLEJ Investments Pty Ltd'.

**PURCHASER'S
NAME**

Date
/ /

**PURCHASER'S
SIGNATURE**

**PURCHASER'S
NAME**

Date
/ /

**PURCHASER'S
SIGNATURE**

1. FINANCIAL MATTERS

- 1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:
- (a) Their total does not exceed \$4,000.00 per annum.
 - (b) Are contained in the attached certificates.
 - (c) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The property is not separately rated. The Purchaser's proportion of the Outgoings at settlement, including land tax, shall be calculated in accordance with the proportion that the area of the property bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed.
 - (ii) Upon completion of the subdivision of land, there may be a supplementary valuation for rating purposes which may result in a supplementary valuation for rang purposes which may result in a supplementary notice being issues for the Property. The purchaser will be responsible for the payment of the notice.
- 1.2 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:
- Nil.
- 1.3 **Mortgages** (whether registered or unregistered) over the land, which will not be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:
- Nil.
- 1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:
- Not applicable.

2. INSURANCE

- 2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:
- Not applicable.
- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:
- Not applicable.

3. LAND USE

- 3.1 A description of any **easements, covenants or other similar restrictions affecting the land** (whether registered or unregistered):
- a) Is contained in the attached copies of title document/s.

- b) Any easement created by section 98 of the Transfer of Land Act 1958, section 12(2) of the Subdivision Act 1988 and any other easement noted on the Plan, a copy of which is contained in this vendor's statement.

3.2 Particulars of any existing failure to comply with their terms are as follows -

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

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

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

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

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

In accordance with the notices and certificates attached to this vendor's statement.

Planning permit number AM/111/2015/C issued by the City of Greater Bendigo Council on 7 March 2018, a copy of which is attached to this vendor's statement.

4.2 Livestock Disease or Contamination by Agricultural Chemicals - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

The vendor is not aware of, nor has it received any notices.

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

The vendor is not aware of, nor has it received any notices.

5. BUILDING PERMITS

Particulars of any building permits issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) are contained in the attached certificate.

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

8. NON-CONNECTED SERVICES

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

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

9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location together with all other title documents including section 173 agreement AN506086H

10. SUBDIVISION

10.1 Unregistered Subdivision

If the land is subject to a subdivision which is not registered:

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

10.2 Staged Subdivision

If the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*:

- (a) 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:

Not applicable.

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

See attached concept plan of subdivision.

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

See planning permit AM/111/2015/C issued by the City of Greater Bendigo Council on 15 November 2015 a copy of which is contained in this vendor's statement.

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.

See attached concept plan of subdivision.

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

12. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but has been attached as a matter of convenience.

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

Page 1 of 1

VOLUME 11871 FOLIO 133

Security no : 124071541416U
Produced 30/04/2018 03:42 pm

LAND DESCRIPTION

Lot B on Plan of Subdivision 737185A.

PARENT TITLES :

Volume 10218 Folio 723 Volume 10925 Folio 233

Created by instrument PS737185A 24/04/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JLEJ INVESTMENTS PTY LTD of 73 KENNEWELL STREET WHITE HILLS VIC 3550
PS737185A 24/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ526770E 07/12/2017
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AN506086H 31/01/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ899529A 09/04/2018

DIAGRAM LOCATION

SEE PS737185A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AQ899529A	Registered	09/04/2018

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

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

Street Address: 69 KENNEWELL STREET WHITE HILLS VIC 3550

ADMINISTRATIVE NOTICES

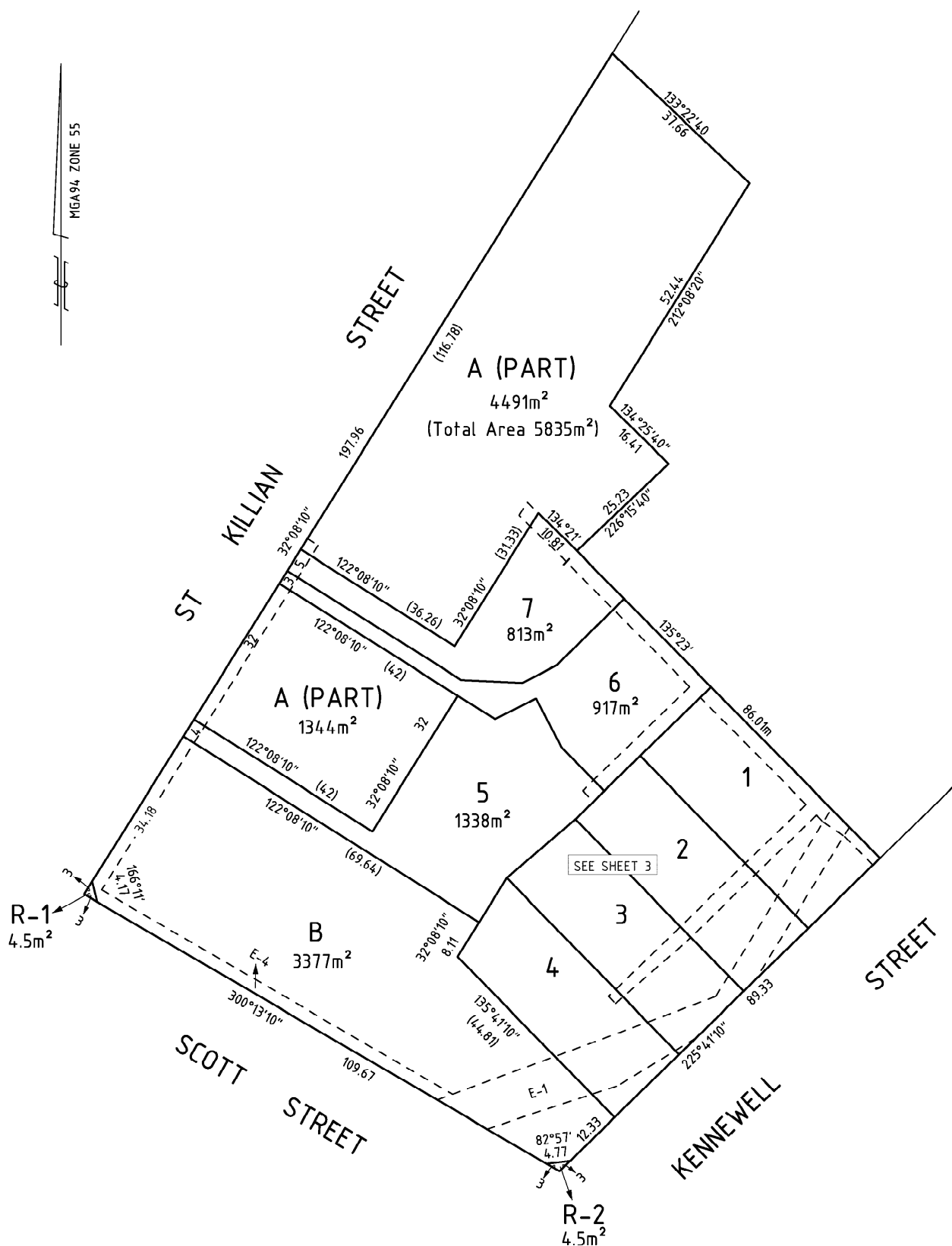
NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED (59)
Effective from
07/12/2017

DOCUMENT END

<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1> <p style="margin: 0;">UNDER SECTION 22 OF THE SUBDIVISION ACT 1988</p>			EDITION 1	PS737185A
LOCATION OF LAND PARISH: SANDHURST TOWNSHIP: - SECTION: F ¹⁷ , AT BENDIGO CROWN ALLOTMENT: 3 ^{PT} , 5 ^{PT} , 1A ^{PT} CROWN PORTION: - TITLE REFERENCE: VOL. 10218 FOL. 723 VOL. 10925 FOL. 233 LAST PLAN REFERENCE: LOTS 1 & A ON PS335288F POSTAL ADDRESS: 73-77 KENNEWELL ST & (at time of subdivision) 171 ST KILLIAN STREET WHITE HILLS 3550 MGA94 CO-ORDINATES: E: 259 220 ZONE: 55 (of approx centre of land in plan) N: 5 932 820 GDA 94			Council Name: Greater Bendigo City Council Council Reference Number: SC/111/2015/1/A Planning Permit Reference: SM/111/2015/A SPEAR Reference Number: S084647E Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has not been satisfied at Certification Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 16/03/2017) Digitally signed by: Liz Commadeur for Greater Bendigo City Council on 02/03/2017	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	CREATION OF RESTRICTION The following restriction is created upon registration of Plan of Subdivision PS737185A by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988. Land to be burdened: Lot 1 to 4 (both inclusive) Land to be benefited: Lots 1 to 7 (both inclusive) Description of Restriction: Unless consent has been granted by the Responsible Authority, the registered proprietor or proprietors of the burdened land on the Plan of Subdivision shall not, outside the building envelope shown on sheet 4 of this plan: i) build or allow to be built any building ii) remove any vegetation		
NOTATIONS		i) build or allow to be built any building ii) remove any vegetation		
DEPTH LIMITATION: 15.24m				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. AM/111/2015/A This survey has been connected to permanent marks No(s). SANDHURST PM 494 & PM 927 In Proclaimed Survey Area No. 34				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3	SEWERAGE	SEE PLAN	PS335288F	COLIBAN REGION WATER CORPORATION
E-1, E-2, E-3	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	COLIBAN REGION WATER CORPORATION
E-2, E-3, E-5	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF GREATER BENDIGO
E-4	PIPELINES OR ANCILLARY PURPOSE	2.50	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	COLIBAN REGION WATER CORPORATION
HADDEN FARREN LAND SURVEYORS 188 Breen Street Golden Square 3555 Phone 03 544 18074 Fax 03 544 43608 info@haddenfarren.com.au		SURVEYORS FILE REF: 1102 VERSION: 06		ORIGINAL SHEET SIZE: A3
LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING		Digitally signed by: Peter John Farren (Hadden Farren Land Surveyors), Surveyor's Plan Version (06), 01/03/2017		SHEET 1 OF 4 PLAN REGISTERED TIME: 7:04 DATE: 24/04/2017 C. GROSSO Assistant Registrar of Titles

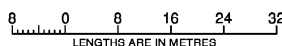
PS737185A



HADDEN FARREN
LAND SURVEYORS

188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au

SCALE
1:800



Digitally signed by: Peter John Farren (Hadden Farren Land Surveyors),
Surveyor's Plan Version (06),
01/03/2017

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Greater Bendigo City Council,
02/03/2017,
SPEAR Ref: S084647E

PS737185A

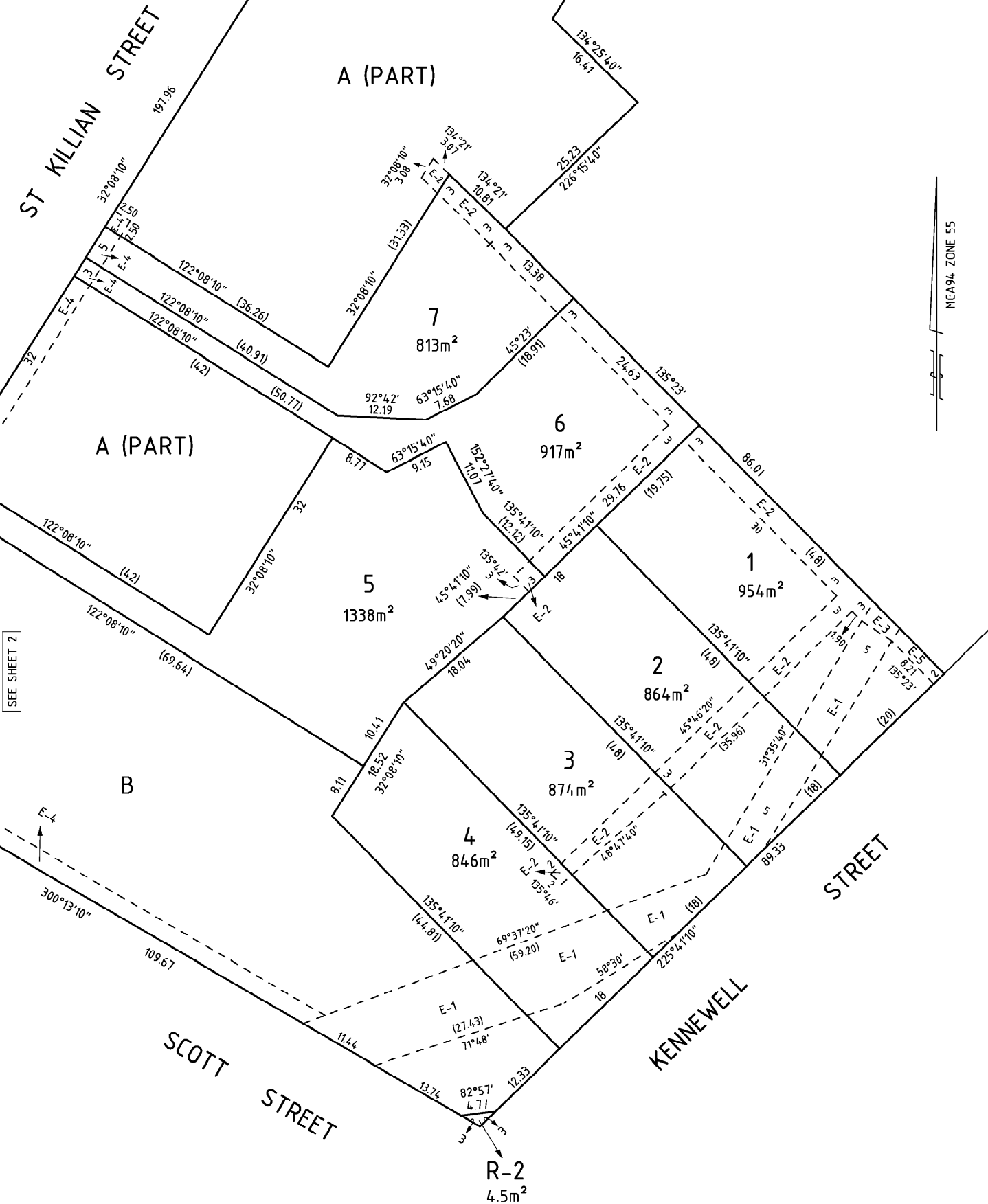
SEE SHEET 2

A (PART)

A (PART)

B

MCA94 ZONE 55

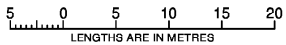


SEE SHEET 2



188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au

SCALE
1:500



Digitally signed by: Peter John Farren (Hadden Farren Land Surveyors),
Surveyor's Plan Version (06),
01/03/2017

ORIGINAL SHEET
SIZE: A3

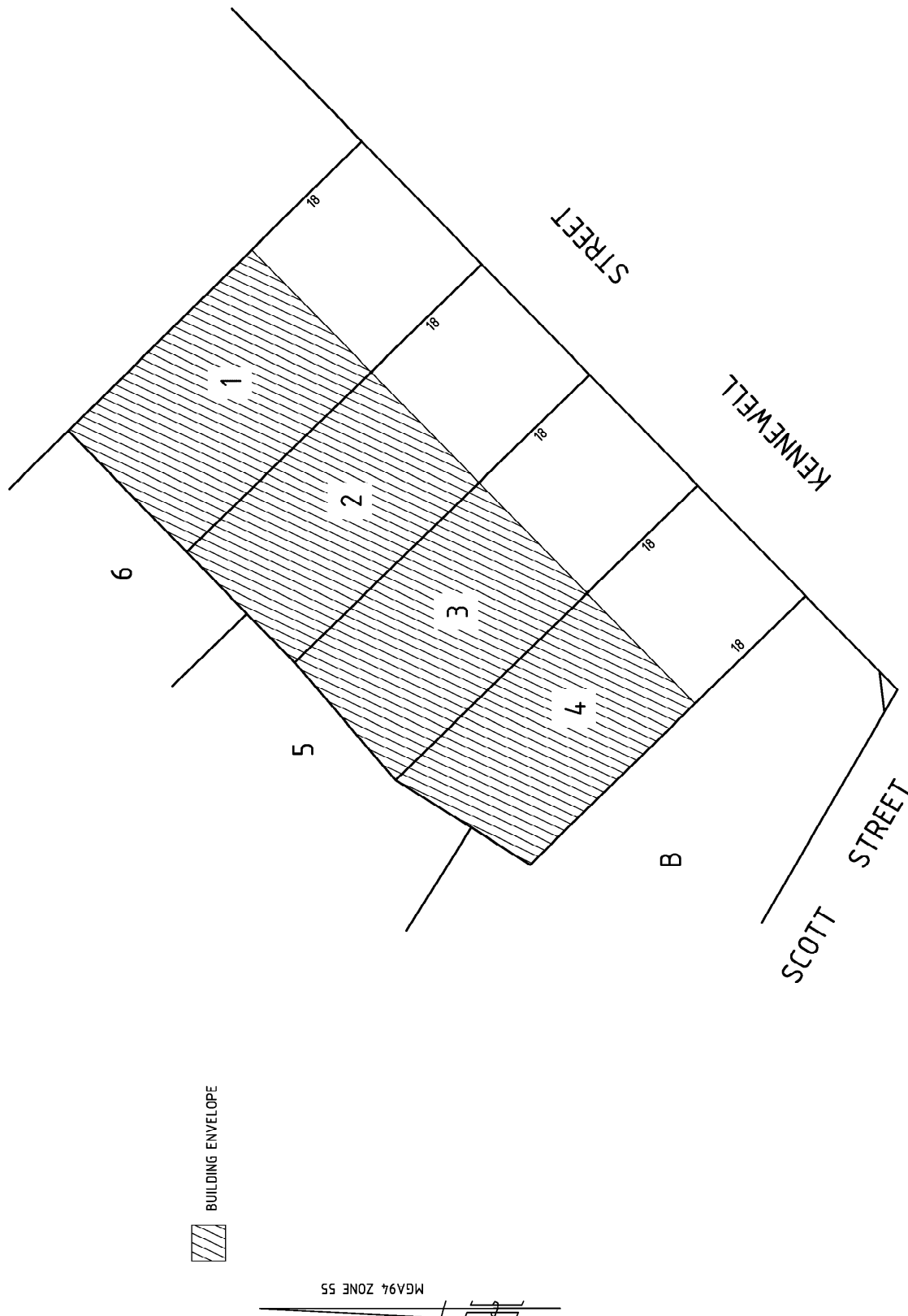
SHEET 3

Digitally signed by:
Greater Bendigo City Council,
02/03/2017,
SPEAR Ref: S084647E

LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

PS737185A

BUILDING ENVELOPE PLAN



Lodged at the Titles Office by:

Name: BECK LEGAL PTY. LTD.
Phone: (03) 5445 3333
Ref: JAN 533635-3 JLEJ
Customer Code: 0469S

AN506086H

31/01/2017 \$92.70 173



FORM 18

Planning and Environment Regulations 2005

APPLICATION FOR RECORDING OF AN AGREEMENT

Section 181 (1) Planning and Environment Act 1987

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

LAND

Certificates of Title Volume 10218 Folio 723 and Volume 10925 Folio 233.

AUTHORITY OR COUNCIL

GREATER BENDIGO CITY COUNCIL,
Municipal Offices, Lyttleton Terrace Bendigo

SECTION AND ACT UNDER WHICH AGREEMENT MADE:

Section 173 of Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

DATED the *25* day of *January* 2017.

Signature for the Responsible Authority

Name of Officer: Craig William Niemann

Office Held : Chief Executive Officer

THIS AGREEMENT is made the

25

day of

January

2016/7

PARTIES:

GREATER BENDIGO CITY COUNCIL of Lyttleton Terrace Bendigo in the State of Victoria ("the Council") of the first part

AND

JLEJ INVESTMENTS PTY LTD ACN 602 902 429 whose registered address is 35 Mundy Street Bendigo in the said State ("the Owner") of the second part.

RECITALS:

- A.** The Owner is the registered proprietor or is entitled to be registered as proprietor of the Land as set out in the Schedule.
- B.** The Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- C.** The Land is within the municipality of the Council and affected by the Scheme.
- D.** The Council issued a Planning Permit for a staged subdivision of the Land into 21 lots and removal of native vegetation on the Land.
- E.** The Planning Permit contains a condition requiring the Owner to enter into a Section 173 Agreement for the development and management of the Land in accordance with the Planning Permit.
- F.** Condition 28 of the Planning Permit provides:

"28. SECTION 173 AGREEMENT

Prior to the issue of a Statement of Compliance for the stage of the subdivision comprising the lots fronting St. Killian Street, the applicant/owner of the land must enter into a Section 173 Agreement under the Planning and Environment Act 1987.

This Agreement must covenant that all prospective purchasers of the proposed lots fronting St. Killian Street are made aware of the fact that there is an existing commercial nursery at 178 – 184 St. Killian Street, which has an existing use right to continue its operations into the future.

This Agreement must be executed on title prior to the issue of a Statement of Compliance under the Subdivision Act 1988. The applicant must meet all costs associated with drafting and execution of the Agreement, including those incurred by the responsible authority."

- G.** If the Land is encumbered by a mortgage, the mortgage is identified in the Schedule and the Mortgagee is identified in the Schedule.
- H.** The parties acknowledge that this Agreement provides for:
 - (a) matters intended to satisfy Condition 28 of the Planning Permit;

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- (b) matters intended to achieve and advance the objectives of planning in Victoria; and
- (c) matters intended to achieve and advance the objectives of planning in the Planning Scheme and is made pursuant to Section 173 of the Act.

THE PARTIES AGREE THAT:-

1. DEFINITIONS

In this Agreement:

- 1.1** "Act" means the *Planning and Environment Act 1987*.
- 1.2** "Agreement" means this Agreement, including the Schedule and Annexures and the recitals to this Agreement.
- 1.3** "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.5** "Land" means the land within the Scheme as described in the Schedule.
- 1.6** "Mortgagee" means the person or persons registered (if any) or entitled from time to time to be registered (if any) by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.7** "Owner" mean the person or persons registered or entitled from time to time to be registered by the Registrar of Titles, as proprietor or proprietors of an estate in fee simple of the Land, or any part of it.
- 1.8** "Planning Permit" means the planning permit referred to in the Schedule.
- 1.9** "Schedule" means the Schedule forming part of this Agreement.
- 1.10** "Scheme" means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 INTERPRETATION

- 2.1** The singular includes the plural and the plural includes the singular.
- 2.2** A reference to a gender includes a reference to each other gender.
- 2.3** The reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.4** If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5** A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6** The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

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3 COMMENCEMENT

This Agreement came into force on the date it was made and set out above.

4 TERMINATION OF AGREEMENT

This Agreement may be ended by mutual agreement between the Council and the Owner either wholly or in part or as to any part of the Land. As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register.

5 OWNER'S COVENANTS

Specific Obligations on the Owners

5.1 The Owner covenants with the Council that the Owner and any successive Owner of the Land must advise all prospective purchasers of any proposed lot fronting St. Killian Street that there is an existing commercial nursery at 178 – 184 St Killian Street, which has an existing use right to continue its operations into the future.

5.2 The Owner covenants with the Council that the Owner will satisfy its obligations under clause 5.1 of this Agreement by bringing this Agreement to the attention of any purchaser of the Land (or any part of the Land) in the Vendor's Statement produced pursuant to section 32 of the Sale of Land Act 1962 (Vic) in respect of the Land (or any part of the Land).

5.3 The Owner covenants with the Council that the Owner shall meet the cost of the Council in connection with the preparation execution and registration of the Agreement on the title of the Land.

Further Obligations on the Owners

5.4 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the Act, the Owner must ensure that their successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being parties to this Agreement, remain liable to perform all of the Owner's obligations contained in this Agreement.

5.5 Further assurance

The Owner agrees to do all that is necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

5.6 Mortgagee to be bound

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

5.7 Council access

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

5.8 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and their successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

5.9 Owner's warranty

The Owner warrants and covenants that:

- 5.9.1** The Owner is the registered proprietor (or are entitled to become the registered proprietor) of the Land and are also the beneficial owner of the Land;
- 5.9.2** There are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 5.9.3** To the best of the Owner's knowledge, no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act 1958; and
- 5.9.4** Until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.



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5 GENERAL

6.1 Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the Local Government Act 1989, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an Agreement pursuant to Division 2 of Part 9 of the Act.

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

7. NOTICES

7.1 Service of notice

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

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party or by hand delivery or prepaid post.

7.2 Time of service

A notice or other communication is deemed served;

7.2.1 If delivered, on the next following Business Day;

7.2.2 If posted, on the expiration of two Business Days after the date of posting; or

7.2.3 If sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that Business Day.



THE SCHEDULE

Date of Agreement The 25 day of January 2019

The Owner: JLEJ Investments Pty Ltd ACN 602 902 429 whose registered address is 35 Mundy Street, Bendigo, Victoria, 3550.

The Land Lot A on Plan of Subdivision 335288F more particularly described in Certificate of Title Volume 10925 Folio 233 and Lot 1 on Plan of Subdivision 335288F more particularly described in Certificate of Title Volume 10218 Folio 723.

The Planning Permit Number AM/111/2015/A issued by the Council on 11 November 2015 for the purpose of a staged subdivision of the Land into 21 lots and removal of native vegetation on the Land.

Condition of the Planning Permit which requires this Section 173 Agreement 28. Prior to the issue of a Statement of Compliance for the stage of the subdivision comprising the lots fronting St. Killian Street, the applicant/owner of the land must enter into a Section 173 Agreement under the Planning and Environment Act 1987. This Agreement must covenant that all prospective purchasers of the proposed lots fronting St. Killian Street are made aware of the fact that there is an existing commercial nursery at 178 – 184 St. Killian Street, which has an existing use right to continue its operations into the future. This Agreement must be executed on title prior to the issue of a Statement of Compliance under the Subdivision Act 1988. The application must meet all costs associated with drafting and execution of the Agreement, including those incurred by the responsible authority.

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MORTGAGEES' CONSENT

COMMONWEALTH BANK OF AUSTRALIA as Mortgagee under registered Mortgage No. AL846795U, which encumbers the Land, consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

SIGNED, SEALED AND DELIVERED in Sydney
for and on behalf of the COMMONWEALTH BANK
of AUSTRALIA by its Attorney

Janine Drennan

under Power dated 11 December 2000 a certified
copy of which is filed in Permanent Order Book
No. 277 at Page 016 who certifies that he/she is

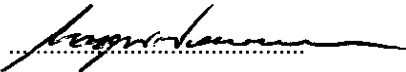
SENIOR CONVEYANCING OFFICER

Sydney of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:

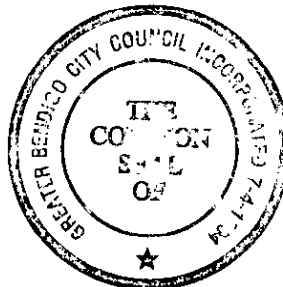
Payal Pandya

EXECUTED AS A DEED by the parties on the date set out at the commencement of this Agreement.

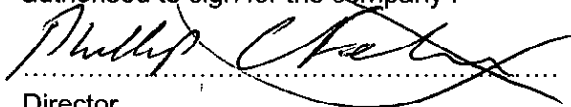
APPROVED under the **COMMON SEAL** of)
the **GREATER BENDIGO CITY COUNCIL** in)
the presence of :)



Chief Executive Officer
Craig William Niemann
Lyttleton Terrace Bendigo 3550

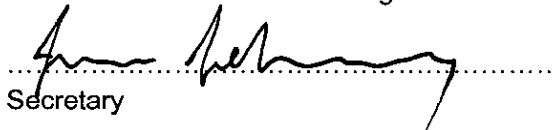


Executed by LJEJ INVESTMENTS PTY LTD)
by being signed by those persons who are)
authorised to sign for the company :)



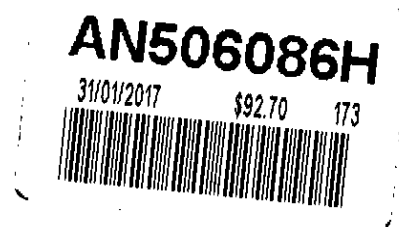
Director

Full name : Phillip Charles Fehring
Usual Address: 951 Burnewang Road Rochester Vic 3561



Secretary

Full name: Jason Leigh Fehring
Usual Address: 73 Kennewell Street, White Hills, Vic 3550



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DATED 25 January 2017

GREATER BENDIGO CITY COUNCIL

-AND-

JLEJ INVESTMENTS PTY LTD

SECTION 173 AGREEMENT
178-184 ST. KILLIAN STREET WHITE HILLS

BECK LEGAL
Lawyers
165-171 Hargreaves Street
BENDIGO VIC 3550
Ph: (03) 5445 3333
Fax: (03) 5445 3355
Ref: MDO:JNA:533635-3

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Lodged at the Titles Office by:

Name: Beck Legal
Phone: 03 5445 3333
Ref: 533635-15
Customer Code: 0469S

FORM 18

Planning and Environment Regulations 2005

APPLICATION FOR RECORDING OF AN AGREEMENT

Section 181 (1) Planning and Environment Act 1987

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

LAND

All that piece of land being Lots A & B on Plan of Subdivision 737185A and being the whole of the land described in Certificate of Title Volume 11871 Folio 132 and 133

AUTHORITY OR COUNCIL

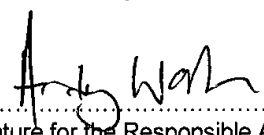
GREATER BENDIGO CITY COUNCIL,
Municipal Offices, Lyttleton Terrace, Bendigo, in the State of Victoria

SECTION AND ACT UNDER WHICH AGREEMENT MADE:

Section 173 of Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

DATED the 4TH day of APRIL 2018.


.....
Signature for the Responsible Authority

Name of Officer: Andrew David Walker

Office Held: ~~Chief Executive Officer~~  Manager Property Services

My identity has been verified by Australia Post on 13 March 2018 – Unique Sequence
No. 3267640158645

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**Agreement pursuant to section 173 of the
Planning and Environment Act 1987 (Vic)**

BETWEEN

GREATER BENDIGO CITY COUNCIL

and

JLEJ INVESTMENTS PTY LTD ACN 602 902 429

MDO-533635-15-7-V2

177 View St Bendigo Vic 3550
PO Box 628 Bendigo Vic 3552
DX 55011 Bendigo

Phone 03 5445 3333
Fax 03 5445 3355

Email info@becklegal.com.au
www.becklegal.com.au





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**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

THIS AGREEMENT is made the 29 day of March 2018

PARTIES:

GREATER BENDIGO CITY COUNCIL of Lyttleton Terrace, Bendigo, in the State of Victoria
(the Council)

AND

JLEJ INVESTMENTS PTY LTD ACN 602 902 429 of 35 Mundy Street, Bendigo, in the State of Victoria
(the Owner)

BACKGROUND:

- A. The Owner is the registered or is entitled to be registered as proprietor of the Land.
- B. The Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- C. The Land is within the municipality of the Council and affected by the Scheme.
- D. The Council has issued the Planning Permit in respect of the Land.
- E. The Planning Permit contains a condition requiring the Owner to enter into a Section 173 Agreement for the development and management of the Land in accordance with the Planning Permit.
- F. Condition 26 of the Planning Permit provides:

Mandatory Condition

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- (a) *State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Greater Bendigo Planning Scheme.*
- (b) *Incorporate the plan prepared in accordance with Clause 52.47-2.4 of this planning scheme and approved under this permit.*
- (c) *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

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

Bushfire Management Plan – Lots 10-21



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Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills

The Bushfire Management Plan (Drawing No: 302102-BMS-V2 dated 8/1/2018) must be endorsed to form part of the permit, be included as an annexure to the section 173 agreement and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority.

- G. The parties acknowledge that this Agreement provides for:
- (a) matters intended to satisfy Conditions 8 and 14 of the Planning Permit;
 - (b) matters intended to achieve and advance the objectives of planning in Victoria; and
 - (c) matters intended to achieve and advance the objectives of planning in the Scheme and is made pursuant to and in accordance with Section 173 of the Act.

1. DEFINITIONS

In this Agreement:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this Agreement, including any annexures and the Background to this Agreement.

Bushfire Management Plan means the plan attached as Annexure A to this Agreement.

Business Day means Monday to Friday excluding public holidays in Bendigo, Victoria.

Council means the Greater Bendigo City Council and includes any of its successors or assigns.

Endorsed Plans means the plan or plans endorsed with the stamp of Council from time to time which are attached to or referred to in the Planning Permit.

Land means all that piece of land being Lots A and B on plan of subdivision PS737185A and being the whole of the land described in Certificates of Title Volume 11871 Folio 132 and Volume 11871 Folio 133.

Mortgagee means the National Australia Bank Ltd registered by the Registrar of Titles as Mortgagee of the Land pursuant to mortgage no. AQ526770E.

Owner means the person registered or entitled from time to time to be registered by the Registrar of Titles, as proprietor of an estate in fee simple of the Land, or any part of it.

Planning Permit means the planning permit AM/111/2015/C, a copy of which can be inspected from Council Offices upon appointment.

Plan of Subdivision means the proposed plan of subdivision of the Land prepared in accordance with the Planning Permit, a copy of which can be inspected at Council offices upon appointment.

Scheme means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.



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**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

2. INTERPRETATION

The parties agree and acknowledge that in this Agreement:

- 2.1 the singular includes the plural and the plural includes the singular;
- 2.2 a reference to a gender includes a reference to each other gender;
- 2.3 the reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 2.4 of a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.5 a reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute; and
- 2.6 the Background to this Agreement is and will be deemed to form part of this Agreement including any terms defined within the Background.

3. COMMENCEMENT

This Agreement came into force on the date it was made and set out above and, if no date is specified, on the day in which the Agreement was registered on the relevant certificate of title to the Land.

4. OWNER'S COVENANTS

4.1 Bushfire Protection Measures

The Owner acknowledges and agrees that:

- 4.1.1 this Agreement has been prepared for the purpose of an exemption from a planning permit under clause 44.06-2 of the Scheme;
- 4.1.2 the Bushfire Management Plan is endorsed to form part of the Planning Permit;
- 4.1.3 if a dwelling is constructed on the Land without a planning permit, the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of Council on a continuing basis; and
- 4.1.4 the Bushfire Management Plan must not be altered unless otherwise agreed in writing by the Country Fire Authority and Council.

4.2 Further obligations on the Owner

4.2.1 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.



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**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

4.2.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the Act, the Owner must ensure that his/her successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.2.3 Further assurance

The Owner agrees to do all that is necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

4.2.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses incurred and incidental to the preparation, execution and registration of this Agreement pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Council.

4.2.5 Mortgagee to be bound

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

4.2.6 Indemnity

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

4.2.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specified the Owner's failure to comply with any provision of this Agreement, the Owner agrees:



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**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

- 4.2.7.1 to allow the Council's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.2.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance; and
- 4.2.7.3 to pay interest at the rate of 2% above the rate prescribed under Section 2 of the *Penalty Interest Rates Act 1983* (Vic) on all monies which are due and payable but remain owing under this Agreement until they are paid in full.
- 4.2.7.4 if requested to do so by Council, to promptly execute in favour of it a mortgage to secure the Owner's obligations under this Agreement.

And the Owner agrees:

- 4.2.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.2.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs of the Council and then applied in repayment of the principal sum;
- 4.2.7.7 that all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.2.7.8 if the Owner executes a mortgage as required by clause 4.2.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.3 Council access

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

4.4 Owner's warranty

The Owner warrants and covenants that:

- 4.4.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.4.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;



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**Section 173 Agreement
73-77 Kennewell Street and
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4.4.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958* (Vic); and

4.4.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5. TERMINATION OF THE AGREEMENT

This agreement may be ended by mutual agreement between the Council and the Owner either wholly or in part or as to any part of the Land. As soon as reasonably practicable after this agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the registrar of titles under section 183(2) of the act to cancel the recording of this Agreement on the Register.

6. GENERAL

6.1 Council powers not restricted

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989* (Vic), and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

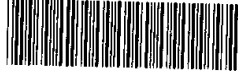
6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an Agreement pursuant to Division 2 of Part 9 of the Act.

6.4.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is



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**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

7. NOTICES

7.1 Service of notice

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

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

7.2 Time of service

A notice or other communication is deemed served;

- 7.2.1 if delivered, on the next following Business Day;
- 7.2.2 if posted, on the expiration of two Business Days after the date of posting; or
- 7.2.3 if sent by facsimile, on the next following Business Day unless the receiving party has requested re-transmission before the end of that Business Day.



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**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

MORTGAGEES' CONSENT

National Australia Bank Ltd as Mortgagee under registered Mortgage No. AQ526770E, which encumbers the Land, consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

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Registrar of Titles
Land Titles Office
2 Lonsdale Street
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987**

Certificates of Title Volume 11871 Folio 132 & 133
Registered Proprietor: JLEJ Investments Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to
Registered Mortgage number AQ526770E hereby consents to the within
Agreement.

Dated this 6th day of April 2018

EXECUTED by NATIONAL AUSTRALIA BANK)
LIMITED by being signed sealed and delivered in)
Victoria by its Attorney)
Alexis Solhan Muhlmeier)
who holds the position of Level 3 Attorney under)
Power of Attorney dated 1/3/2007 (a certified)
copy of which is filed in Permanent Order Book)
No 277 Page No 025 Item 35) in the presence of:)
)

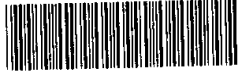
Attorney

Signature of Witness



AQ899529A

09/04/2018 \$94.60 173



**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

**Annexure A
Bushfire Management Plan**

16 Bridge Street
PO Box 1064
Bendigo Vic 3550
T 61 3 5448 2500
splire.com.au



AQ899529A

09/04/2018 \$94.60 173




**Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

APPROVED under the **COMMON SEAL** of the)
GREATER BENDIGO CITY COUNCIL in the)
presence of:)
)




.....

Chief Executive Officer
Full name: Craig William Niemann
Usual Address: Lyttleton Terrace Bendigo

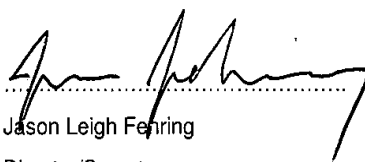
AQ899529A

09/04/2018 \$94.60 173




Section 173 Agreement
73-77 Kennewell Street and
171 St Killian Street, White Hills

EXECUTED by JLEJ INVESTMENTS PTY LTD)
ACN 602 902 429 in accordance with Section)
127 of the Corporations Act 2001 (Cth):

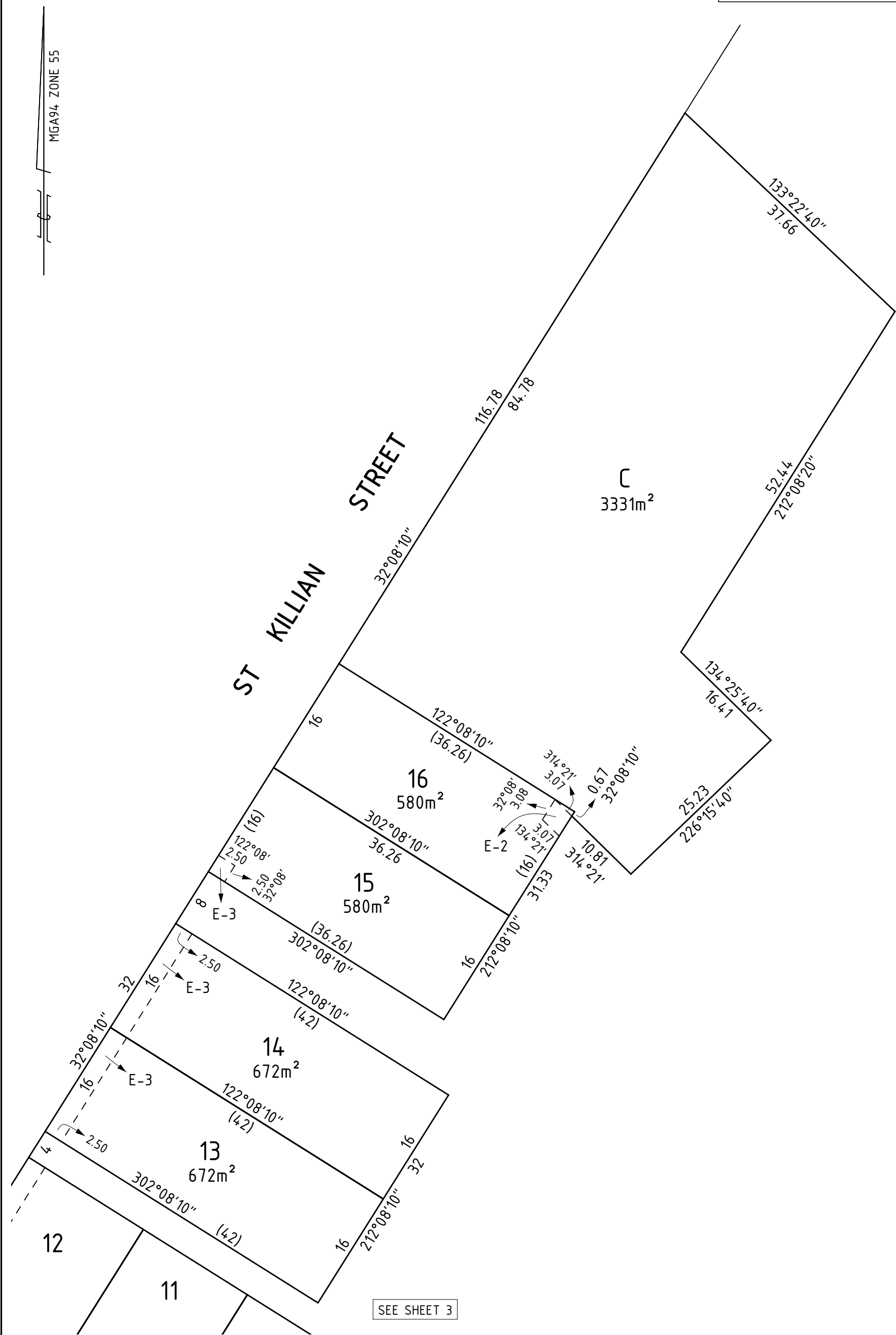
) 
)
) Jason Leigh Fehring
Director/Secretary

) 133 Pianta Road, Wharparilla 3564

) 
) Phillip Charles Fehring
Director
951 Burnewang Road Rochester 3561

<div>PLAN OF SUBDIVISION</div> <div>UNDER SECTION 22 OF THE SUBDIVISION ACT 1988</div>				EDITION 1		PS806821Q	
<div>LOCATION OF LAND</div> <div><div>PARISH:</div>SANDHURST (AT BENDIGO)</div> <div><div>TOWNSHIP:</div>-</div> <div><div>SECTION:</div>F¹⁷</div> <div><div>CROWN ALLOTMENT:</div>3^{PT}, 5^{PT}, 1A^{PT}</div> <div><div>CROWN PORTION:</div>-</div> <div><div>TITLE REFERENCE:</div>VOL. 11871 FOL. 132 VOL. 11871 FOL. 133</div> <div><div>LAST PLAN REFERENCE:</div>LOT A & B ON PS737185A</div> <div><div>POSTAL ADDRESS:</div>69 KENNEWELL STREET & (at time of subdivision)163 ST KILLIAN STREET WHITE HILLS 3550</div> <div><div>MGA94 CO-ORDINATES:</div><div><div>E:259 200</div><div>ZONE: 55</div><div>N:5 932 840</div><div>GDA 94</div></div><div>(of approx centre of land in plan)</div></div>				<div>Council Name: Greater Bendigo City Council</div> <div>Council Reference Number: SC/111/2015/2/A Planning Permit Reference: AM/111/2015/A SPEAR Reference Number: S098630J</div> <div>Certification</div> <div>This plan is certified under section 6 of the Subdivision Act 1988</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</div> <div>Digitally signed by: Liz Commadeur for Greater Bendigo City Council on 02/05/2018</div>			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<div>CREATION OF RESTRICTION</div> <div>The following restriction is created upon registration of Plan of Subdivision PS806821Q by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.</div> <div>Land to be burdened: Lot 8 Land to be benefited: Lots 9 - 16 (both inclusive)</div> <div>Description of Restriction:</div> <div>Unless consent has been granted by the Responsible Authority, the registered proprietor or proprietors of the burdened land on the Plan of Subdivision shall not, outside the building envelope shown on sheet 4 of this plan:</div> <div>i) build or allow to be built any building ii) remove any vegetation</div>			
NIL		NIL					
NOTATIONS							
DEPTH LIMITATION:		15.24m					
<div>SURVEY:</div> <div>This plan is based on survey.</div> <div>STAGING:</div> <div>This is not a staged subdivision. Planning Permit No. AM/111/2015/A</div> <div>This survey has been connected to permanent marks No(s). SANDHURST PM 494 & PM 927 in Proclaimed Survey Area No. 34</div> <div>Lots 1 to 7 have been omitted from this Plan</div>							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-1	SEWERAGE	SEE PLAN	PS335288F	COLIBAN REGION WATER CORPORATION			
E-1, E-2, E-3	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	PS737185A - SECTION 136 OF THE WATER ACT 1989	COLIBAN REGION WATER CORPORATION			
E-2	DRAINAGE	SEE PLAN	PS737185A	CITY OF GREATER BENDIGO			
<div><div><div></div><div>HADDEN FARREN</div><div>LAND SURVEYORS</div></div><div>188 Breen Street Golden Square 3555 Phone 03 544 18074 Fax 03 544 43608 info@haddenfarren.com.au</div></div> <div>LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING</div>			SURVEYORS FILE REF: 1501 VERSION: 03		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 4
			Digitally signed by: Peter Farren (Hadden Farren Land Surveyors), Surveyor's Plan Version (03), 26/02/2018, SPEAR Ref: S098630J				

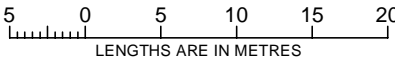
WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Hadden Farren Land Surveyors who gave you access to SPEAR / this document. SPEAR Ref: S098630J 02/05/2018 10:49 am



188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au

LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SCALE
1:500



Digitally signed by: Peter Farren (Hadden Farren Land Surveyors),
Surveyor's Plan Version (03),
26/02/2018, SPEAR Ref: S098630J

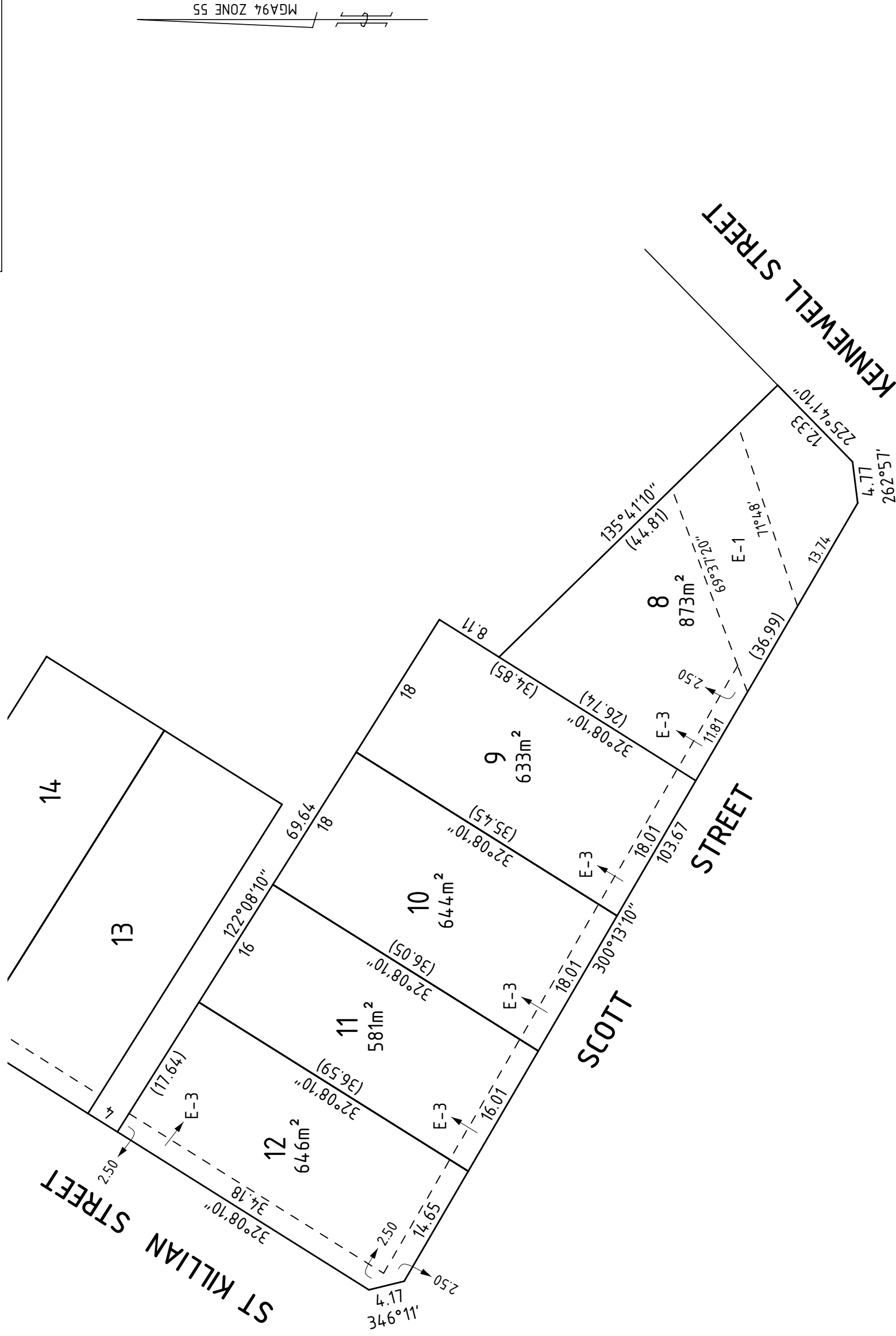
ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Greater Bendigo City Council,
02/05/2018,
SPEAR Ref: S098630J

SEE SHEET 2

PS806821Q



 **HADDEN FARREN**
LAND SURVEYORS

188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au

LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

Digitally signed by: Peter Farren (Hadden Farren Land Surveyors),
Surveyor's Plan Version (03),
26/02/2018, SPEAR Ref: S098630J

ORIGINAL SHEET SIZE: A3	SHEET 3
----------------------------	---------

Digitally signed by:
Greater Bendigo City Council,
02/05/2018,
SPEAR Ref: S098630J

PS806821Q

BUILDING ENVELOPE PLAN

BUILDING ENVELOPE



MG A94 ZONE 55

9

oo

27.10

3-

17.87

E

SCOTT

STREET

STREET

KENNEMWELL

188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au



LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SCALE
1:200

Digitally signed by: Peter Farren (Hadden Farren Land Surveyors),
Surveyor's Plan Version (03),
26/02/2018, SPEAR Ref: S098630J

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Greater Bendigo City Council,
02/05/2018,
SPEAR Ref: S098630J

SHEET 4

THE PERCH - STAGES 1, 2 & 3

73-77 KENNEWELL ST, WHITE HILLS

JLEJ INVESTMENTS PTY LTD

GENERAL NOTES

- GENERAL
- ALL WORK TO BE CARRIED OUT TO CITY OF GREATER BENDIGO SPECIFICATIONS, STANDARD DRAWINGS AND TO THE SATISFACTION OF COUNCIL SENIOR SURVEILLANCE OFFICER OR HIS REPRESENTATIVE.
- ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM AND ALL COORDINATES ARE TO MAP GRID OF AUSTRALIA (MGA).
- THE LOCATION OF EXISTING SERVICES SHOULD BE DETERMINED BY THE CONTRACTOR PRIOR TO COMMENCING ANY EXCAVATION BY CONTACTING ALL SERVICE AUTHORITIES. ANY EXISTING SERVICES SHOWN ON THESE DRAWINGS ARE OFFERED AS A GUIDE ONLY AND ARE NOT GUARANTEED AS CORRECT.
- FILL AREAS ARE TO BE STRIPPED OF TOPSOIL, FILLED AND ONLY RE-TOPSOILED ON THE DIRECTION OF THE ENGINEER TO THE FINAL FILL LEVELS SHOWN ON THE DRAWINGS. ALL FILLING IS TO BE:
 - PLACED IN LAYERS NOT EXCEEDING 200MM LOOSE THICKNESS
 - HUMIDITY CONDITIONED TO WITHIN 85% TO 105% OF OPTIMUM MOISTURE CONTENT
 - PLACED UNDER "LEVEL 1" SUPERVISION IN ACCORDANCE WITH AS 3798:1996.
- EXISTING PROFESSIONALS & DRAINS TRaversing THE SITE ARE TO BE CLEANED OUT AND REDESIGNED TO FORM BASE AND FILLED TO FINISHED SURFACE LEVELS TO THE SPECIFIED CORROSION STANDARDS.
- ITEMS TO BE RE-ESTABLISHED BY THE LICENSED SURVEYOR IF FOUND TO BE MISSING AT THE COMMENCEMENT OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF TOPPS THEREAFTER.
- PROVISION CONSIDERS GO THAT A MINIMUM DISTANCE BETWEEN TAPPING IS 1.0M. CONDUITS TO BE LOCATED MIDWAY BETWEEN FENCE LINE OF LOT, UNLESS OTHERWISE SHOWN.
- BEFORE COMMENCING WORK ON EXCAVATIONS, A DEPTH OF 15 METERS THE REQUIRED WORK IS TO BE SENT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT 1985. THIS NOTIFICATION MUST BE RECEIVED BY THE AUTHORITY AT LEAST 3 DAYS PRIOR TO COMMENCING EXCAVATIONS, AND A COPY OF THE NOTIFICATION MUST BE PROVIDED TO THE SUPERINTENDENT.
- COUNCIL'S REPRESENTATIVE IS TO BE NOTIFIED IN WRITING SEVEN (7) DAYS PRIOR TO THE COMMENCEMENT OF WORKS.
- NO EXCAVATING WITHIN 5M OF ANY EXISTING TREE WITHOUT APPROVAL OF THE ENGINEER.
- NO BLASTING IS PERMITTED WITHIN THE CITY OF GREATER BENDIGO WITHOUT OBTAINING COUNCIL'S SPECIAL DISPENSATION.
- EXCAVATED MATERIAL SURPLUS TO FILLING REQUIREMENTS OF THE WORKS SHALL BE REMOVED FROM SITE AS SPECIFIED.
- ALL SURPLUS ROCK, CONCRETE AND OTHER MATERIALS SHALL BE DISPOSED OFF SITE AS OFFERED. THE CONTRACTOR SHALL CHECK WITH SUPERINTENDENT WHETHER ANY LARGE ROCKS ARE REQUIRED FOR LANDSCAPE PURPOSES PRIOR TO DISPOSAL.
- NATURAL TOPPS AND ALL AREAS OF CUT OUTSIDE ROAD RESERVE TO BE SURFACED WITH 100MM MINIMUM COMPACTED LAYER OF TOPSOIL.
- ROAD WORKS
 - FOOTPATHS ARE TO BE 1.5M WIDE UNLESS SHOWN OTHERWISE. FOOTPATHS TO BE CONSTRUCTED TO THE CITY OF GREATER BENDIGO STANDARDS.
 - CONSTRUCT LAYBACK SECTION AT VEHICLE CROSSING, REVERSING BAYS AND CAR PARKING BAYS AND PARK CROSSING TO THE CITY OF GREATER BENDIGO STANDARDS.
 - ALL CHANGES REFER TO ROAD PAVEMENT CENTRELINES EXCEPT IN COURT HEADS AND INTERSECTIONS WHERE CHANGES REFER TO BACK OF KERB.
 - THE CONTRACTOR IS REQUIRED TO CONFINE CONSTRUCTION VEHICLE TO THE ROAD RESERVE AND EASEMENTS. ANY DAMAGE CAUSED TO ALLOTMENTS MUST BE MADE GOOD.
 - ALL BATTERS SHALL BE TO THE CITY OF GREATER BENDIGO STANDARDS.
 - FILL IN 1:1 UNLESS OTHERWISE SHOWN.
 - ALL SET OUT INFORMATION GIVEN IS TO BACK OF KERB UNLESS OTHERWISE SHOWN.
 - WHERE CRUSHED ROCK IS SHOWN UNDER CONCRETE FOOTPATH OR ROAD TO BE FILL, THE CRUSHED ROCK IS TO BE 30MM CLASS 3, WHERE CUT BATERS ARE STEEPER THAN 1:6 THEY MUST BE HYDRO MULCHED.
 - SUBGRADE TO BE COMPACTED TO A MINIMUM OF 98% STANDARD MAXIMUM DRY DENSITY (AS3798), WITH THE SUBBASE COMPACTED IN ACCORDANCE WITH SCALE C (ANVROUOUS TABLE 304.07) USING FINE CRUSHED ROCK OR 100% CRUSHED ROCK TO 100% STANDARD MAXIMUM DRY DENSITY (AS3798). ALL PAVEMENT AREAS TO BE COMPACTED TO 90% OF MAXIMUM DRY DENSITY COMPACTION TESTING TO BE AS PER COUNCIL REQUIREMENTS.
 - ANY BACKFILL WITHIN 1.0M OF A COUNCIL ASSET (FOOTPATH OR ROAD) IS TO BE FIBRE FILL MATERIAL IS ACCEPTABLE IF COMPACTED TO ENSURE 95% COMPACTION. COMPACTION TESTING TO BE PERFORMED AT ONE PER 40M OF TRENCH.
 - CONCRETE TO HAVE 28DAY STRENGTH OF 25MPa UNLESS NOTED OTHERWISE

Sheet List Table

Sheet	01 DETAILS 1	02 DETAILS 2	Revision
1	OVERALL LANCE PLAN		
2	5. STAGE 1 DETAIL PLAN	SHEET 1 OF 2	
3	5. STAGE 1 DETAIL PLAN	SHEET 2 OF 2	
4	5. STAGE 1 DETAIL PLAN	SHEET 1 OF 2	
5	5. STAGE 1 DETAIL PLAN	SHEET 2 OF 2	
6	5. STAGE 1 DETAIL PLAN	SHEET 1 OF 2	
7	5. STAGE 1 DETAIL PLAN	SHEET 2 OF 2	
8	OVERALL LANT LINES PLAN		
9	ROAD LONGITUDINAL SECTIONS	SHEET 1 OF 1	
10	ROAD LONGITUDINAL SECTIONS	SHEET 2 OF 1	
11	ROAD CROSS SECTIONS	SHEET 1 OF 7	
12	ROAD CROSS SECTIONS	SHEET 2 OF 7	
13	ROAD CROSS SECTIONS	SHEET 3 OF 7	
14	ROAD CROSS SECTIONS	SHEET 4 OF 7	
15	ROAD CROSS SECTIONS	SHEET 5 OF 7	
16	ROAD CROSS SECTIONS	SHEET 6 OF 7	
17	INTERSECTION DETAILS	SHEET 1 OF 2	
18	INTERSECTION DETAILS	SHEET 2 OF 2	
19	DRAINAGE LONG SECTIONS	SHEET 1 OF 3	
20	DRAINAGE LONG SECTIONS	SHEET 2 OF 3	
21	DRAINAGE LONG SECTIONS	SHEET 3 OF 3	
22	STANDARD DETAILS	SHEET 1 OF 1	



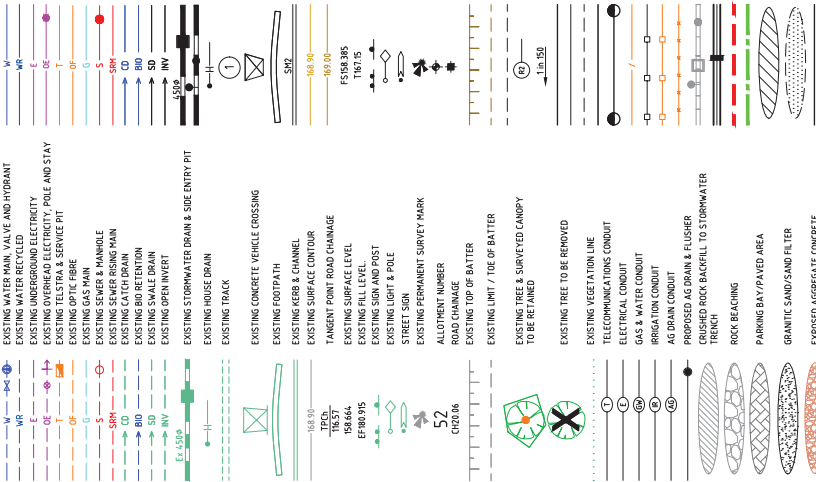
LOCALITY PLAN

REPRODUCED WITH PERMISSION

SERVICE LOCATION TABLE

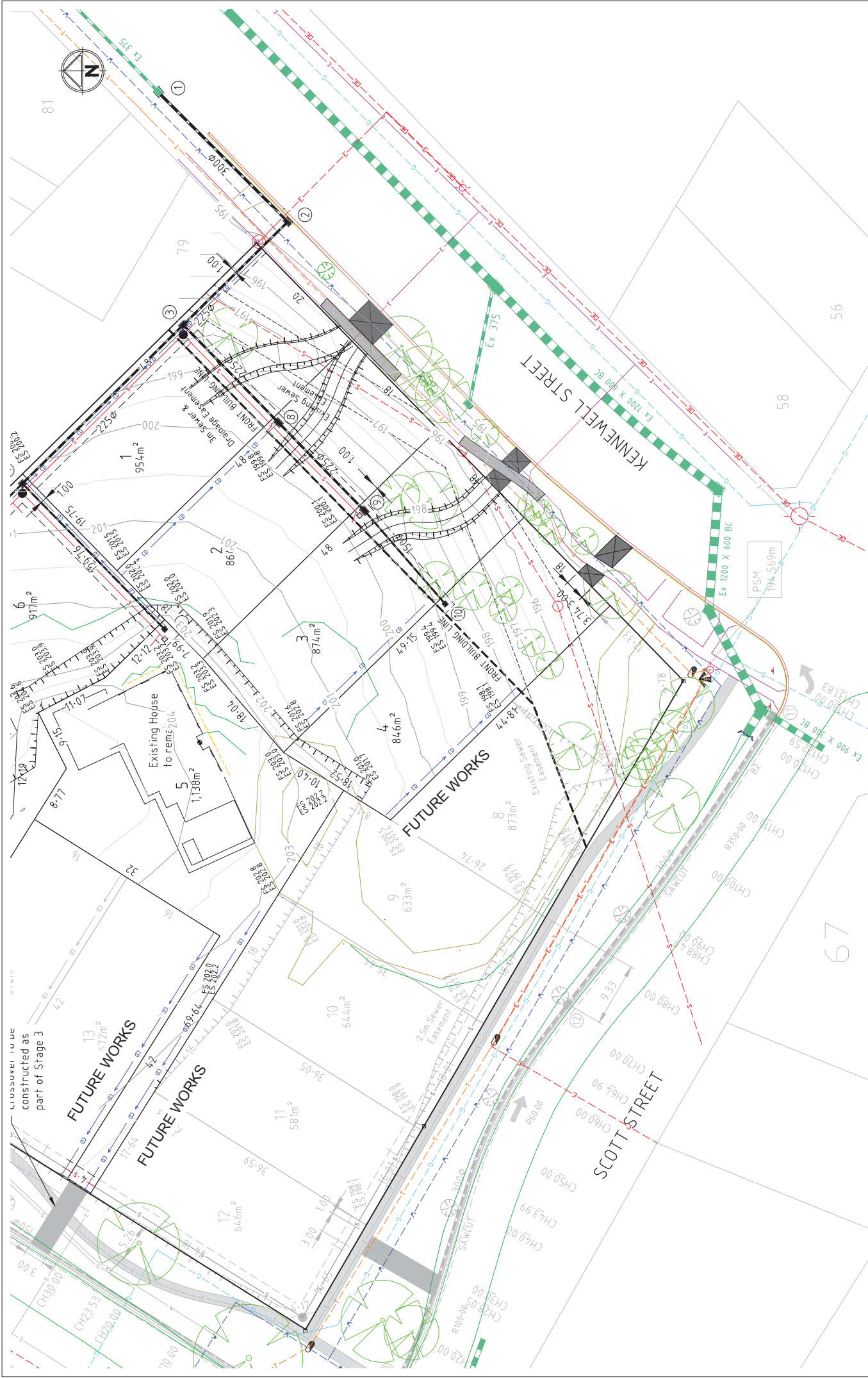
ROAD NAME	POTABLE WATER		GAS		NBN (TELECOM)		ELECTRICITY	
	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SOLE	OFFSET
KENNEWELL STREET	W	3.4 EXI	E	4.0 EXI	W	15 EXI	E	3.0 EXI
SCOTT STREET	N	5.8 EXI	N	3.6 EXI	N	2.6 EXI	N	4.5 EXI
LANC STREET	E	3.95	E	4.4	E	2.7	W	4.0 EXI
ST KILLIAN STREET (CH 21.00 - 100.00)	E	Varies	E	Varies	E	Varies	E	2.2
ST KILLIAN STREET (CH 100.00 - 190.00)	E	2.5	E	2.95	E	1.75 EXI	E	1.0
ST KILLIAN STREET (CH 190.00 - 194.00)	E	2.5	E	2.95	E	1.75 EXI	E	1.0

- TELECOMMUNICATIONS AND ELECTRICITY CABLES TO BE CONSTRUCTED IN A COMMON TRENCH IN ACCORDANCE WITH ELECTRICITY
- GAS AND WATER MAINS TO BE CONSTRUCTED IN A COMMON TRENCH
- SEE SERVICE OFFSET FROM BACK OF KERB
- SEE SERVICE OFFSET FROM BACK OF KERB
- 1:0V1 = SERVICE OFFSET CAN VARY IN SECTIONS



WARNING
BEWARE OF UNDERGROUND/OVERHEAD SERVICES
THE LOCATION OF SERVICES ARE APPROXIMATE ONLY
SITE NO GUARANTEES GIVEN THAT ALL EXISTING
SERVICES ARE SHOWN SPECIAL CONSIDERATION
SHOULD BE GIVEN TO ALL SERVICES SHOWN
UNDER OVERHEAD ELECTRICITY TRANSMISSION LINES.

DIAL BEFORE YOU DIG
www.1100.com.au



THE PERCH - STAGES 1, 2 & 3
73-77 KENNEL STREET, WHITE HILLS

spire

JILEJ INVESTMENTS PTY LTD
CITY OF GREATER BENDIGO (DS/11/2015)

Rev 1
302102R3

Drig No 302102R3

Designed
J. FERRING
9/11/2015

Checked
B. UBS
9/11/2015

Approved
B. UBS
9/11/2015

Map Reference
VICROADS 604 BR
18 Bridge Street Bendigo Victoria 3550 Australia T 61 3 5448 2500
spire.com.au

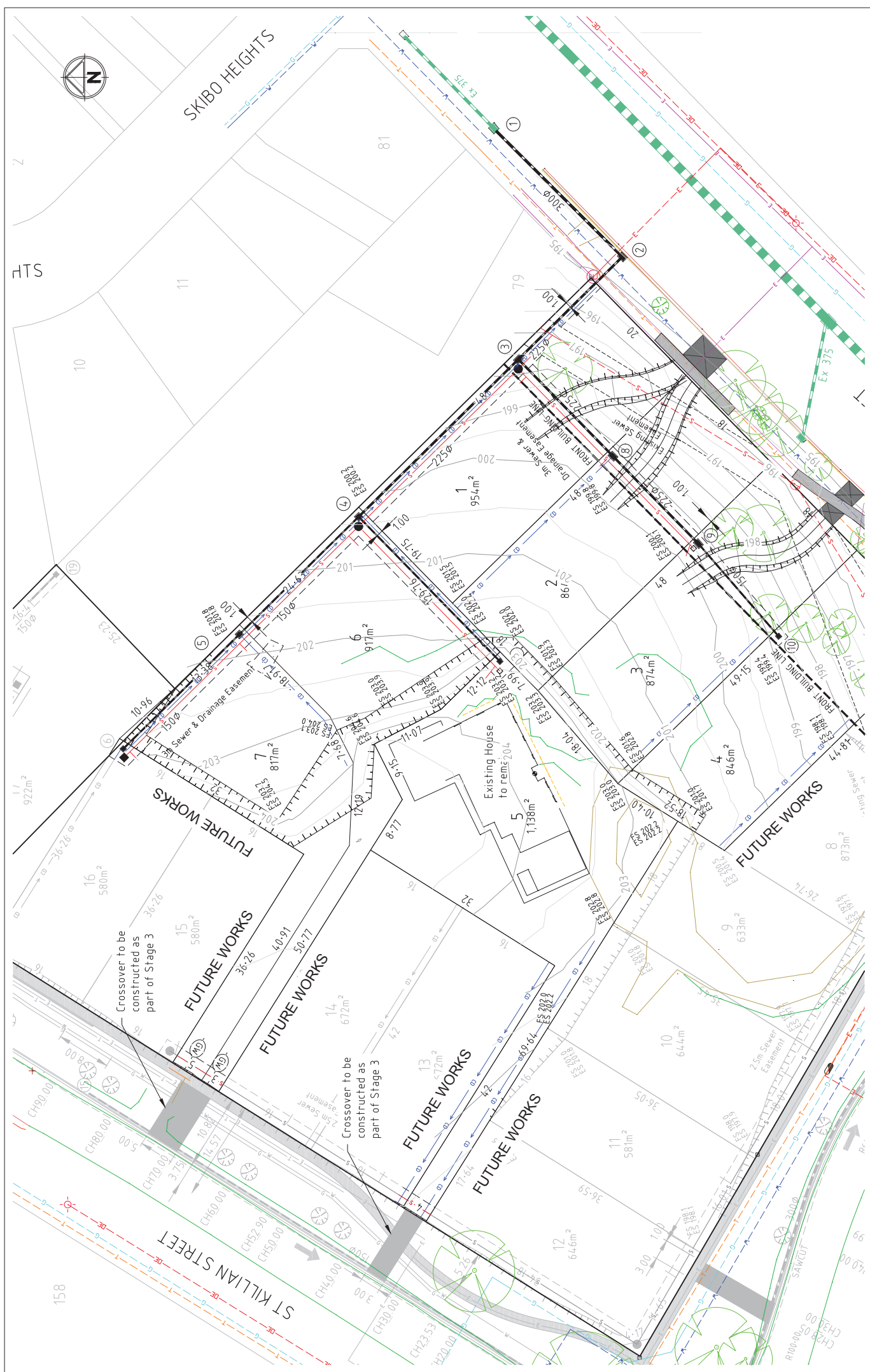
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APPROVED

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Horizontal: 1:25
Vertical: 1:10

Contours shown are Finished Surface levels at 0.5m intervals

Rev	Amendments	App'd	Date
1	LOT 7 DRAINAGE PIT LOCATION ADJUSTED	JF	17/05/16
0	ISSUED FOR CONSTRUCTION	JF	13/05/16
B	UPDATED AS PER COUNCIL COMMENTS	JF	8/07/16
A	ISSUED FOR APPROVAL	BI	18/11/15



1

LOT 7 DRAINAGE PIT LOCATION ADJUSTED

JF

17/05/16

0

ISSUED FOR CONSTRUCTION

JF

13/05/16

B

UPDATED AS PER COUNCIL COMMENTS

JF

8/07/16

A

ISSUED FOR APPROVAL

BI

18/11/15

Rev

Amendments

THE PERCH - STAGES 1, 2 & 3

73-77 KENNEWELL ST, WHITE HILLS

spire

JLEJ INVESTMENTS PTY LTD

CITY OF GREATER BENDIGO (DS/11/2015)

spire

ABN 55 050 029 635

18 Bridge Street Bendigo Victoria 3550 Australia T 61 3 5448 2500

spire.com.au

Designed

J FERRING

NOV 2015

Checked

B UBBS

NOV 2015

Drawn

B UBBS

NOV 2015

Map Reference

VICROADS 604 B8

Sheet Number

4

Drwg Status

APPROVED

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Horizontal

1:25

Vertical

1:25

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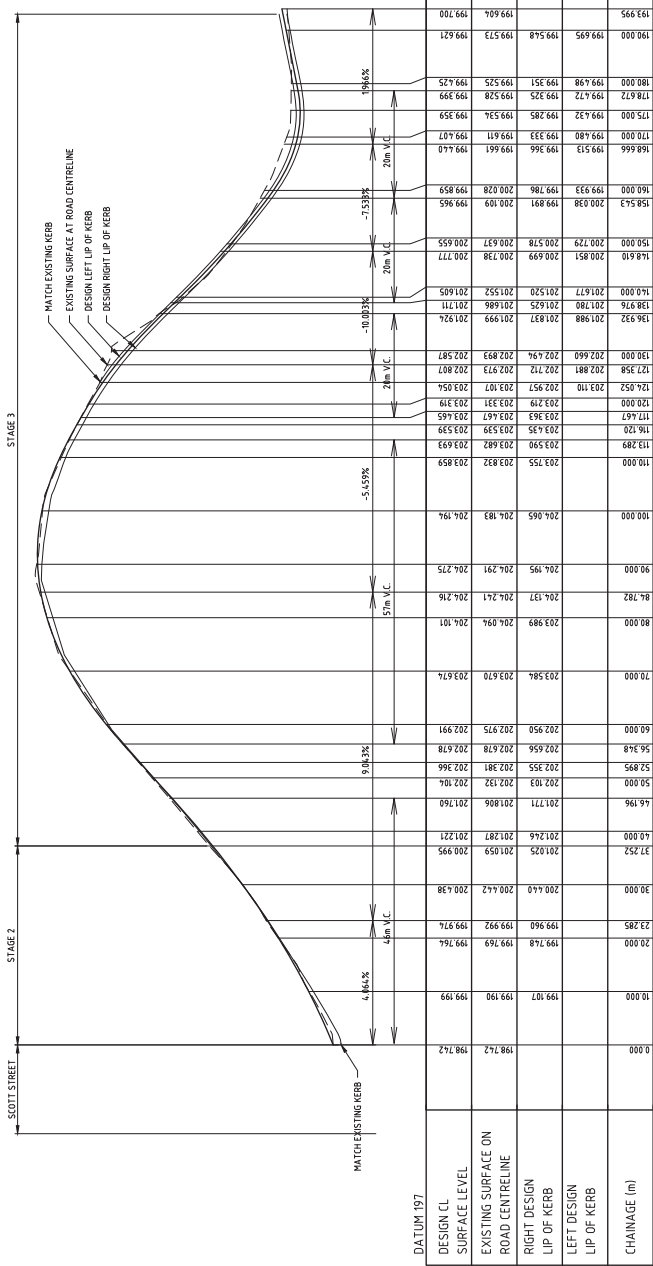
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0	ISSUED FOR CONSTRUCTION	JF	13/05/16
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A	ISSUED FOR APPROVAL	BI	18/11/15

Centours shown are Finished Surface levels at 0.5m intervals

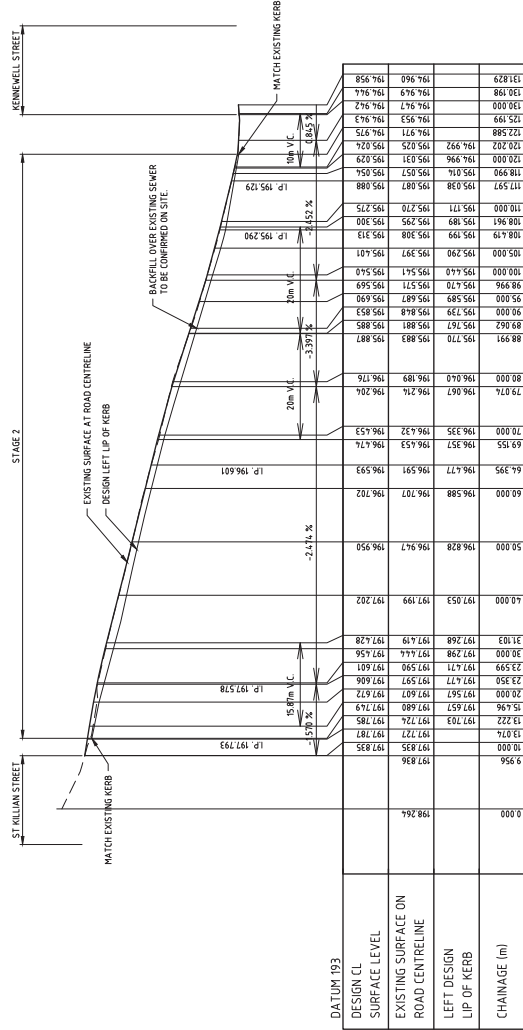
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Drawing date: 18/11/15
Drawing by: JF
Drawing checked: JF
Drawing approved: BI
Drawing scale: 1:500
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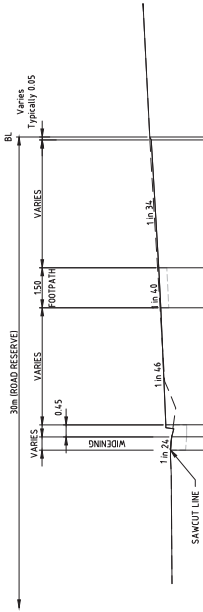
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J FERRING	J FERRING	J FERRING	J FERRING	J FERRING	J FERRING
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11/05/16	11/05/16	11/05/16	11/05/16	11/05/16	11/05/16
11/05/16	11/05/16	11/05/16	11/05/16	11/05/16	11/05/16
11/05/16	11/05/16	11/05/16	11/05/16	11/05/16	11/05/16

Map Reference: VICROADS 604 B9
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Drawing title: 302102R2-FP.dwg
Drawing date: 18/11/15
Drawing by: JF
Drawing checked: JF
Drawing approved: BI
Drawing scale: 1:500
Drawing status: APPROVED



ST KILLIAN STREET





DATUM 199					
DESIGN SURFACE LEVEL	15.000	200.851	200.873	15.110	200.851
EXISTING SURFACE LEVEL	15.000	200.851	200.873	15.000	200.851
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ST KILLIAN STREET

CH 30.000

DATUM 199					
DESIGN SURFACE LEVEL	15.000	200.418	200.376	15.368	200.418
EXISTING SURFACE LEVEL	15.000	200.418	200.376	15.000	200.418
OFFSET	3.882	199.977	199.977	3.882	199.977

ST KILLIAN STREET

CH 23.285

DATUM 198					
DESIGN SURFACE LEVEL	15.000	199.281	199.346	15.255	199.281
EXISTING SURFACE LEVEL	15.000	199.281	199.346	15.000	199.281
OFFSET	3.882	199.120	199.120	3.882	199.120

ST KILLIAN STREET

CH 10.000

DATUM 198					
DESIGN SURFACE LEVEL	15.000	198.586	198.931	15.091	198.586
EXISTING SURFACE LEVEL	15.000	198.586	198.931	15.000	198.586
OFFSET	3.882	198.613	198.705	3.882	198.613

ST KILLIAN STREET

CH 0.299

DATUM 202					
DESIGN SURFACE LEVEL	15.000	202.202	202.220	15.950	202.202
EXISTING SURFACE LEVEL	15.000	202.202	202.220	15.000	202.202
OFFSET	3.882	202.672	202.672	3.882	202.672

ST KILLIAN STREET

CH 56.348

DATUM 201					
DESIGN SURFACE LEVEL	15.000	202.932	202.950	15.950	202.932
EXISTING SURFACE LEVEL	15.000	202.932	202.950	15.000	202.932
OFFSET	3.882	202.361	202.361	3.882	202.361

ST KILLIAN STREET

CH 52.895

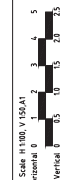
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EXISTING SURFACE LEVEL	15.000	202.937	202.957	15.000	202.937
OFFSET	3.882	202.384	202.384	3.882	202.384

ST KILLIAN STREET

CH 46.196

Rev	Amendments	App'd	Date
0	ISSUED FOR CONSTRUCTION	JF	13/05/16
B	UPDATED AS PER COUNCIL COMMENTS	JF	8/07/16
A	ISSUED FOR APPROVAL	BI	18/11/15

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18/11/15
Standard Drawing: ROAD - Version 20120911



Designed
J. FERRING
Checked
B. UBS
Designed
B. UBS

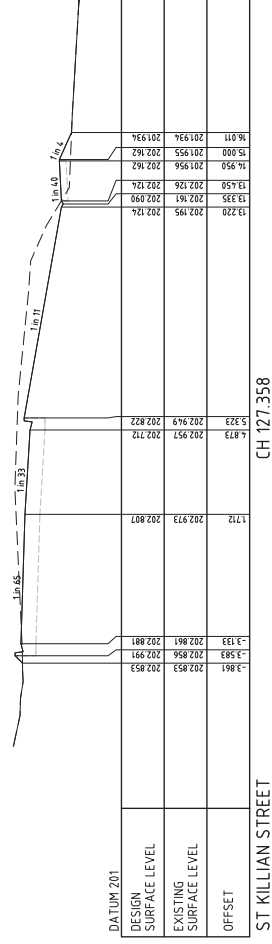
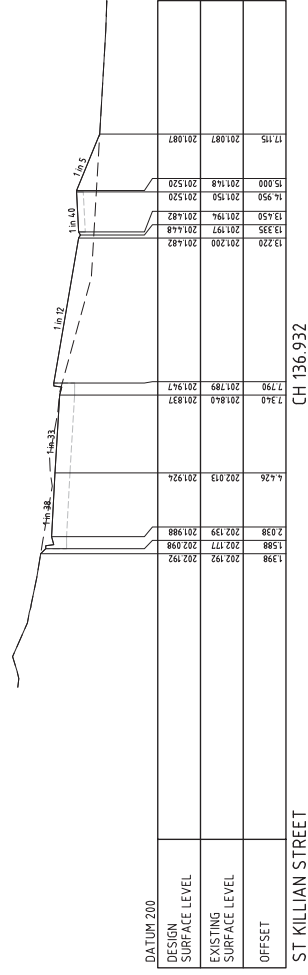
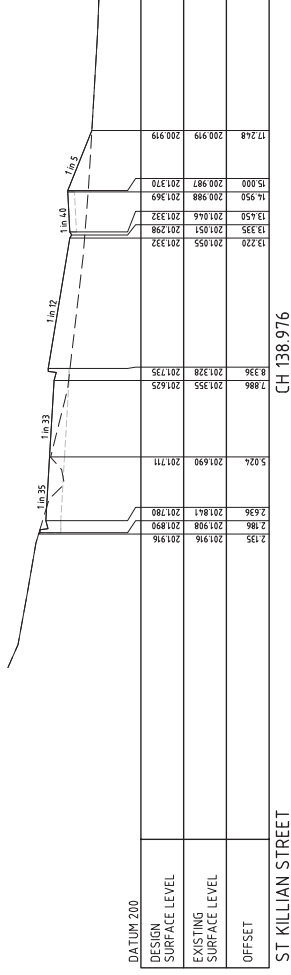
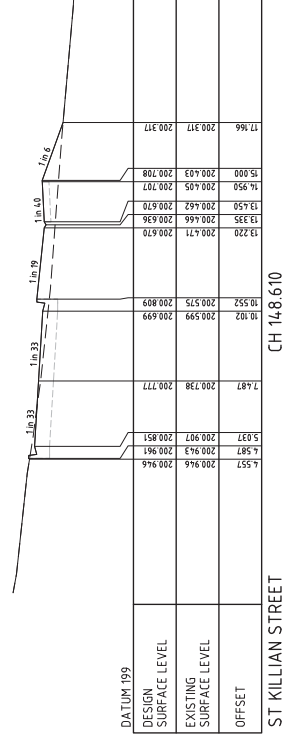
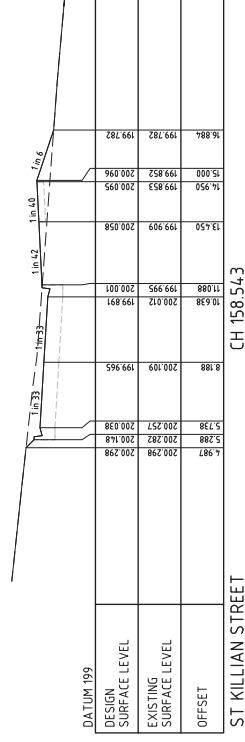
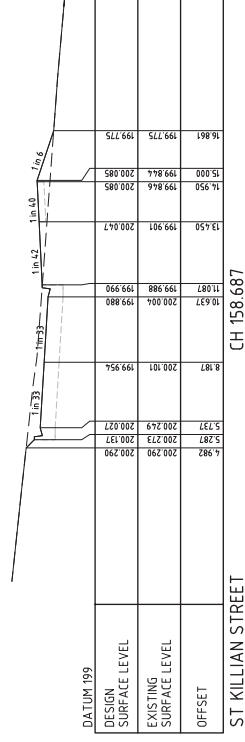
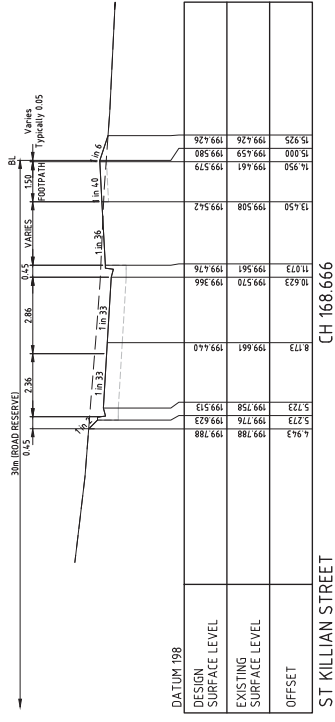
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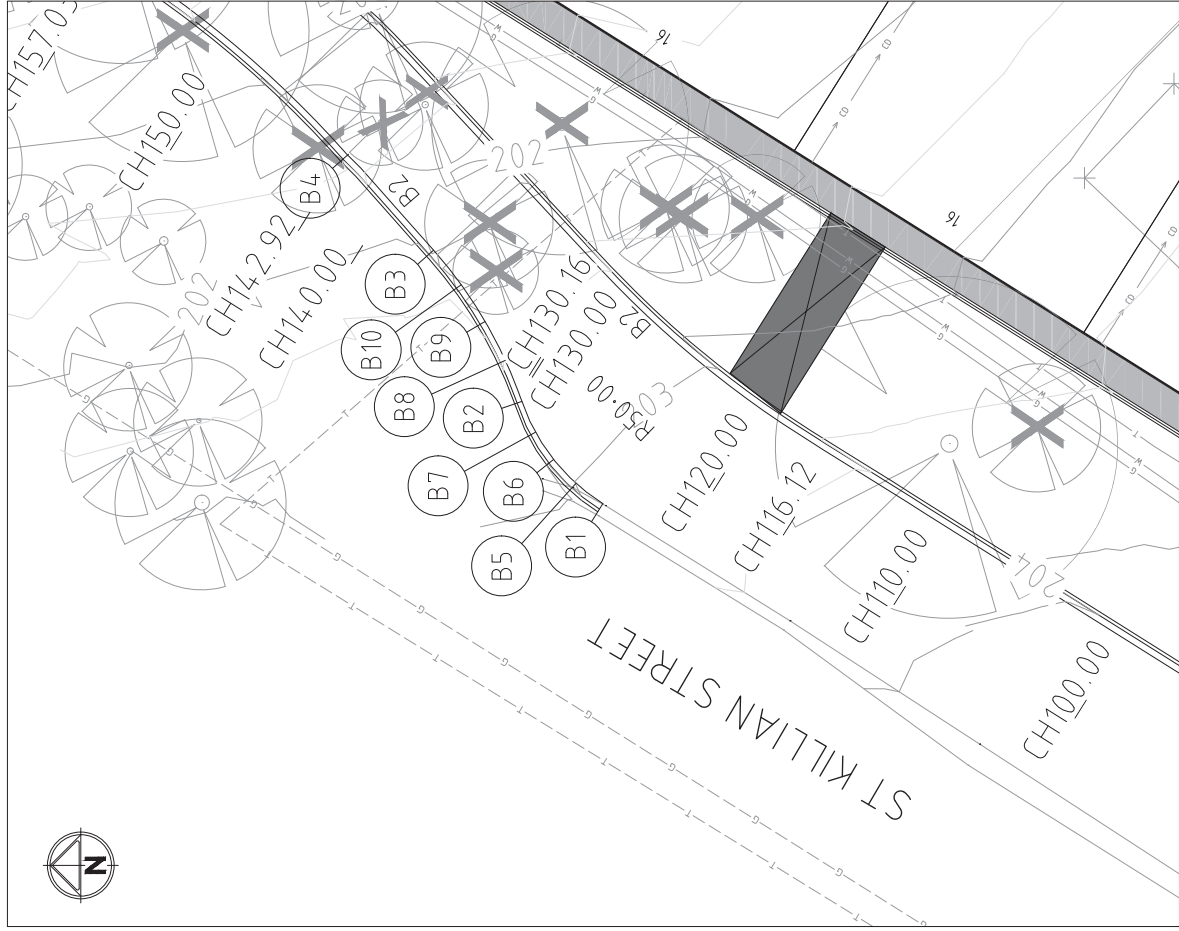
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Sheet Number: 13
Sheet Status: APPROVED

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16 Bridge Street Bendigo Victoria 3550 Australia T 61 3 5448 2500
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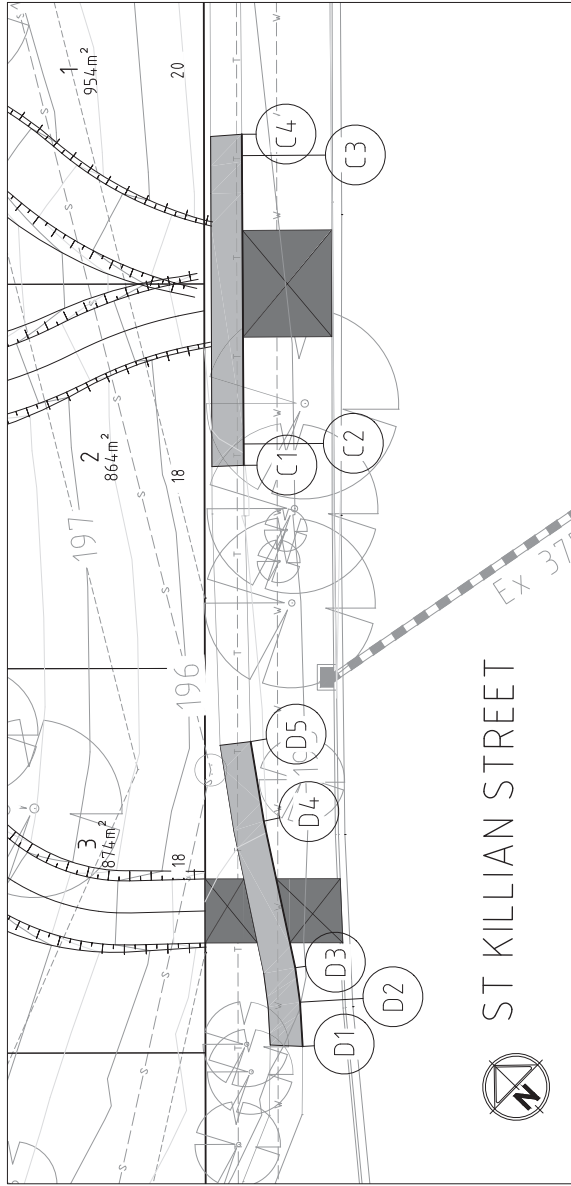
THE PERCH - STAGES 1, 2 & 3
73-77 KENNEWELL ST, WHITE HILLS
ROAD CROSS SECTIONS
SHEET 4 OF 7
JILEJ INVESTMENTS PTY LTD
CITY OF GREATER BENDIGO (DS/11/2015)
Rev 0
Drg No 302102R13

[illegible]



FOOTPATH DETAIL PLAN

EASTERN END OF SCOTT STREET
Scale: H:1:250 V:1:25.AT
Horizontal 0 1.25 2.5 3.75 5 6.25
Vertical 0 0.25 0.5 0.75 1 1.25



ST KILLIAN STREET

KERB B

Point no	Easting	Northing	RL
1	259192.107	5932911.330	202.830
2	259196.892	5932915.155	202.830
3	259198.972	5932915.155	202.830
4	259200.464	5932915.155	202.830
5	259202.363	5932915.155	202.830
6	259203.612	5932915.155	202.830
7	259204.170	5932915.155	202.830
8	259204.470	5932915.155	202.830
9	259204.836	5932915.155	202.830
10	259205.353	5932915.155	202.830

Curve no	I	Radius	Arc	Mid Ord	Qtr Ord	X	Y	I	Mid Ord RL	Y
1	38.885	9.173	6.235	0.523	0.391	1.584	1.584	1.554	202.614	1.584
2	-22.575	-20.939	8.250	0.405	0.304	2.039	2.039	2.059	202.614	2.039

Point no	Easting	Northing	RL
1	259205.353	5932915.155	202.830
2	259206.845	5932915.155	202.830
3	259208.337	5932915.155	202.830
4	259209.829	5932915.155	202.830
5	259211.321	5932915.155	202.830
6	259212.813	5932915.155	202.830
7	259214.305	5932915.155	202.830
8	259215.797	5932915.155	202.830
9	259217.289	5932915.155	202.830
10	259218.781	5932915.155	202.830

Point no	Easting	Northing	RL
1	259218.781	5932915.155	202.830
2	259220.273	5932915.155	202.830
3	259221.765	5932915.155	202.830
4	259223.257	5932915.155	202.830
5	259224.749	5932915.155	202.830
6	259226.241	5932915.155	202.830
7	259227.733	5932915.155	202.830
8	259229.225	5932915.155	202.830
9	259230.717	5932915.155	202.830
10	259232.209	5932915.155	202.830

Point no	Easting	Northing	RL
1	259232.209	5932915.155	202.830
2	259233.701	5932915.155	202.830
3	259235.193	5932915.155	202.830
4	259236.685	5932915.155	202.830
5	259238.177	5932915.155	202.830
6	259239.669	5932915.155	202.830
7	259241.161	5932915.155	202.830
8	259242.653	5932915.155	202.830
9	259244.145	5932915.155	202.830
10	259245.637	5932915.155	202.830

Point no	Easting	Northing	RL
1	259245.637	5932915.155	202.830
2	259247.129	5932915.155	202.830
3	259248.621	5932915.155	202.830
4	259250.113	5932915.155	202.830
5	259251.605	5932915.155	202.830
6	259253.097	5932915.155	202.830
7	259254.589	5932915.155	202.830
8	259256.081	5932915.155	202.830
9	259257.573	5932915.155	202.830
10	259259.065	5932915.155	202.830

Point no	Easting	Northing	RL
1	259259.065	5932915.155	202.830
2	259260.557	5932915.155	202.830
3	259262.049	5932915.155	202.830
4	259263.541	5932915.155	202.830
5	259265.033	5932915.155	202.830
6	259266.525	5932915.155	202.830
7	259268.017	5932915.155	202.830
8	259269.509	5932915.155	202.830
9	259270.997	5932915.155	202.830
10	259272.489	5932915.155	202.830

Point no	Easting	Northing	RL
1	259272.489	5932915.155	202.830
2	259273.981	5932915.155	202.830
3	259275.473	5932915.155	202.830
4	259276.965	5932915.155	202.830
5	259278.457	5932915.155	202.830
6	259279.949	5932915.155	202.830
7	259281.441	5932915.155	202.830
8	259282.933	5932915.155	202.830
9	259284.425	5932915.155	202.830
10	259285.917	5932915.155	202.830

Point no	Easting	Northing	RL
1	259285.917	5932915.155	202.830
2	259287.409	5932915.155	202.830
3	259288.901	5932915.155	202.830
4	259290.393	5932915.155	202.830
5	259291.885	5932915.155	202.830
6	259293.377	5932915.155	202.830
7	259294.869	5932915.155	202.830
8	259296.361	5932915.155	202.830
9	259297.853	5932915.155	202.830
10	259299.345	5932915.155	202.830

Point no	Easting	Northing	RL
1	259299.345	5932915.155	202.830
2	259300.837	5932915.155	202.830
3	259302.329	5932915.155	202.830
4	259303.821	5932915.155	202.830
5	259305.313	5932915.155	202.830
6	259306.805	5932915.155	202.830
7	259308.297	5932915.155	202.830
8	259309.789	5932915.155	202.830
9	259311.281	5932915.155	202.830
10	259312.773	5932915.155	202.830

Point no	Easting	Northing	RL
1	259312.773	5932915.155	202.830
2	259314.265	5932915.155	202.830
3	259315.757	5932915.155	202.830
4	259317.249	5932915.155	202.830
5	259318.741	5932915.155	202.830
6	259320.233	5932915.155	202.830
7	259321.725	5932915.155	202.830
8	259323.217	5932915.155	202.830
9	259324.709	5932915.155	202.830
10	259326.201	5932915.155	202.830

Point no	Easting	Northing	RL
1	259326.201	5932915.155	202.830
2	259327.693	5932915.155	202.830
3	259329.185	5932915.155	202.830
4	259330.677	5932915.155	202.830
5	259332.169	5932915.155	202.830
6	259333.661	5932915.155	202.830
7	259335.153	5932915.155	202.830
8	259336.645	5932915.155	202.830
9	259338.137	5932915.155	202.830
10	259339.629	5932915.155	202.830

Point no	Easting	Northing	RL
1	259339.629	5932915.155	202.830
2	259341.121	5932915.155	202.830
3	259342.613	5932915.155	202.830
4	259344.105	5932915.155	202.830
5	259345.597	5932915.155	202.830
6	259347.089	5932915.155	202.830
7	259348.581	5932915.155	202.830
8	259350.073	5932915.155	202.830
9	259351.565	5932915.155	202.830
10	259353.057	5932915.155	202.830

Point no	Easting	Northing	RL
1	259353.057	5932915.155	202.830
2	259354.549	5932915.155	202.830
3	259356.041	5932915.155	202.830
4	259357.533	5932915.155	202.830
5	259359.025	5932915.155	202.830
6	259360.517	5932915.155	202.830
7	259362.009	5932915.155	202.830
8	259363.501	5932915.155	202.830
9	259364.993	5932915.155	202.830
10	259366.485	5932915.155	202.830

Point no	Easting	Northing	RL
1	259366.485	5932915.155	202.830
2	259367.977	5932915.155	202.830
3	259369.469	5932915.155	202.830
4	259370.961	5932915.155	202.830
5	259372.453	5932915.155	202.830
6	259373.945	5932915.155	202.830
7	259375.437	5932915.155	202.830
8	259376.929	5932915.155	202.830
9	259378.421	5932915.155	202.830
10	259379.913	5932915.155	202.830

Point no	Easting	Northing	RL
1	259379.913	5932915.155	202.830
2	259381.405	5932915.155	202.830
3	259382.897	5932915.155	202.830
4	259384.389	5932915.155	202.830
5	259385.881	5932915.155	202.830
6	259387.373	5932915.155	202.830
7	259388.865	5932915.155	202.830
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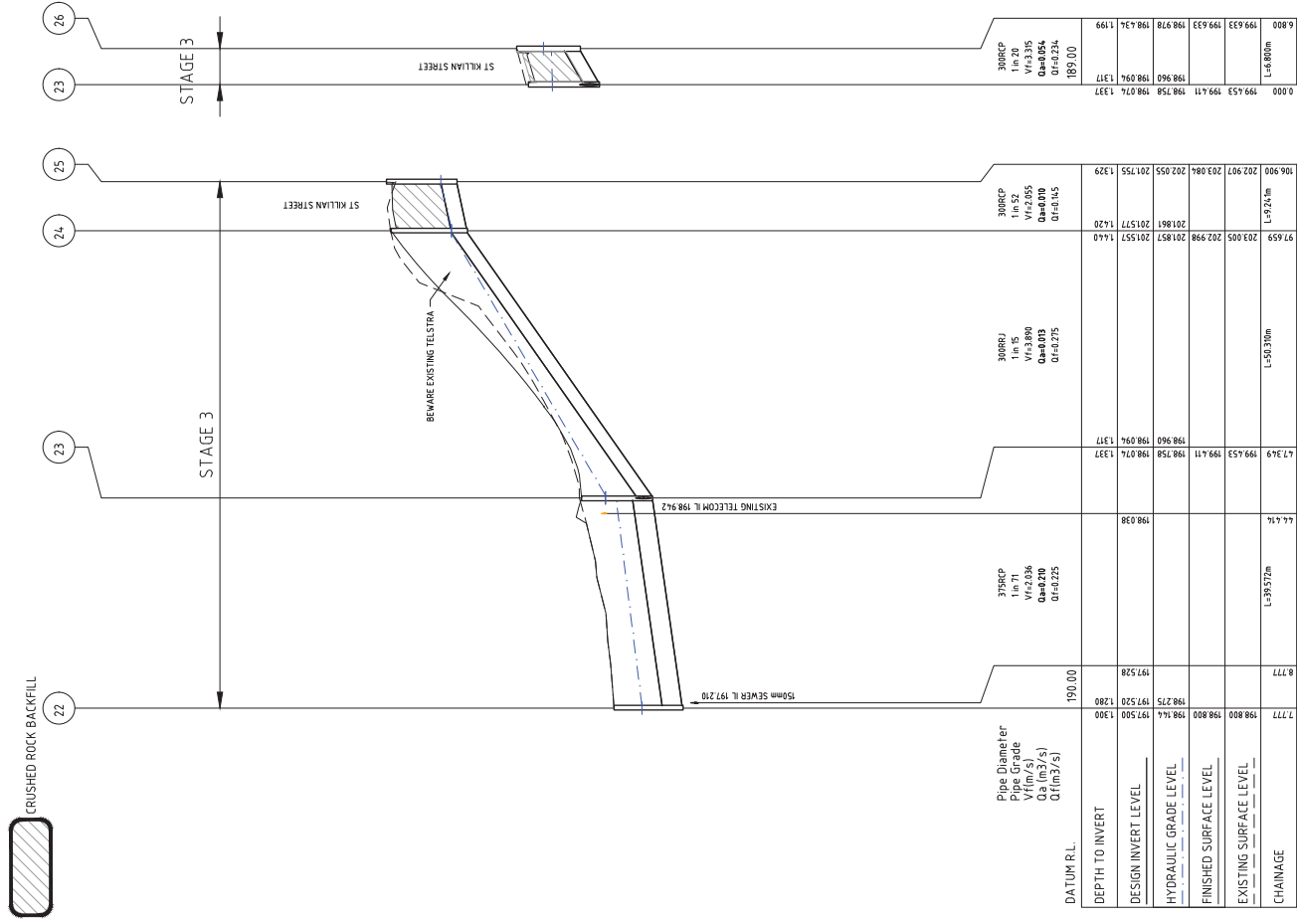
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3	259396.325	5932915.155	202.830
4	259397.817	5932915.155	202.830
5	259399.309	5932915.155	202.830
6	259400.801	5932915.155	202.830
7	259402.293	5932915.155	202.830
8	259403.785	5932915.155	202.830
9	259405.277	5932915.155	202.830
10	259406.769	5932915.155	202.830

Point no	Easting	Northing	RL
1	259406.769	5932915.155	202.830
2	259408.261	5932915.155	202.830
3	259409.753	5932915.155	202.830
4	259411.245	5932915.155	202.830
5	259412.737	5932915.155	202.830
6	259414.229	5932915.155	202.830
7	259415.721	5932915.155	202.830
8	259417.213	5932915.155	202.830
9	259418.705	5932915.155	202.830
10	259420.197	5932915.155	202.830

Point no	Easting	Northing	RL
1	259420.197	5932915.155	202.830
2	259421.689	5932915.155	202.830
3	259423.181	5932915.155	202.830
4	259424.673	5932915.155	202.830
5	259426.165	5932915.155	202.830
6	259427.657	5932915.155	202.830
7	259429.149	5932915.155	202.830
8	259430.641	5932915.155	202.830
9	259432.133	5932915.155	202.830
10	259433.625	5932915.155	202.830

Point no	Easting	Northing	RL
1	259433.625	5932915.155	202.830
2	259435.117	5932915.155	202.830
3	259436.609	5932915.155	202.830
4	259438.101	5932915.155	202.830
5	259439.593	5932915.155	202.830
6	259441.085	5932915.155	202.830
7	259442.577	5932915.155	202.830
8	259444.069	5932915.155	202.830
9	259445.561	5932915.155	202.830
10	259447.053	5932915.155	202.830

Point no	Easting	Northing	RL
1	259447.053	5932915.155	202.830
2	259448.545	5932915.155	202.830
3	259450.037	5932915.155	202.830
4	259451.529	5932915.155	202.830
5	259453.021	5932915.155	202.830
6	259454.513	5932915.155	202.830
7	259456.005	5932915.155	202.830



Rev	App'd	Date	Issued For Approval	By	Issued As Per Council Comments	For	13/05/16
0							JF
B							JF
A							JF

THE PERCH - STAGES 1, 2 & 3
73-77 KENNEWELL ST., WHITE HILLS
DRAINAGE LONG SECTIONS
SHEET 3 OF 3

Designed NOV/2015
J FERRING
Checked NOV/2016
Authorised NOV/2016
B 1885

spire

Map Reference VICROADS 604 B8
Sheet Number 21
Rev 0
Drg Status APPROVED
Drg No 302102R21

file name: 302102R21.DWG
 plot date: 8/20/16 11:40 AM
 plotted by: Jason Ferring
 Standard Drawing DWA - Version 20120911

Scale: H 1:500, V 1:50 A1

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DRAINAGE PIT SCHEDULE

PIT		SET OUT CO-ORDINATES			INTERNAL DIMENSIONS		INLET		OUTLET		PIT		REMARKS
No.	TYPE	EASTING	NORTHING	WIDTH	LENGTH	DIA	INV. LEVEL	DIA	INV. LEVEL	DIA	FS LEVEL	DEPTH	
1	EXISTING SEP	259282.214	593284.516	600	900	300	193.801	375			194.400	0.60	CONNECT TO EXISTING PIT
2	SEP	259301.714	5932795.978	600	900	225	193.952	300	193.932		194.538	0.60	REFER ID# STD DRG 430
3	SEP	259284.520	5932893.407	600	900	225	196.420	225	196.400		197.602	1.21	REFER ID# STD DRG 455
4	SEP	259263.451	5932834.764	450	450	150	199.458	225	199.438		200.372	0.94	REFER ID# STD DRG 455
5	SEP	259243.174	5932855.318	450	450	150	201.344	150	201.324		201.947	0.62	REFER ID# STD DRG 455
6	SEP	259225.289	5932869.393	450	450			150	202.128		202.735	0.61	REFER ID# STD DRG 455
7	SEP	259242.161	5932893.983	600	900			150	200.945		203.435	2.49	REFER ID# STD DRG 455
8	SEP	259270.280	5932799.507	600	900	150	197.870	150	197.850		199.236	1.39	REFER ID# STD DRG 455
9	SEP	259257.399	5932786.934	600	900	150	198.070	150	198.050		199.536	1.47	REFER ID# STD DRG 455
10	SEP	259244.518	5932774.360	450	450			150	198.250		199.214	0.96	REFER ID# STD DRG 455
11	SEP	259229.400	5932725.177	1200	900	300	194.249	900			195.061	0.81	CONSTRUCT OVER EXISTING BOX CULVERT
12	SEP	259186.778	5932755.586	600	900	300	195.741	300	195.721		196.442	0.72	REFER ID# STD DRG 430
13	EXISTING SEP	259193.530	5932779.400	600	900			300	196.993		197.835	0.84	CONNECT TO EXISTING PIT
14	EXISTING SEP	259127.275	5932792.789	600	900	150	197.320	225	198.372		198.372	1.05	CONNECT TO EXISTING PIT
15	PIPE END	259178.563	5932874.418	0	0			150	203.104		204.263	1.16	
16	SEP	259255.543	5932849.902	450	450	150	197.708	150	197.688		198.597	0.91	REFER ID# STD DRG 455
17	SEP	259247.030	5932896.355	450	450	150	198.688	150	198.668		199.651	0.98	REFER ID# STD DRG 455
18	SEP	259243.409	5932890.592	600	900	150	198.812	150	198.790		200.206	1.42	REFER ID# STD DRG 455
19	SEP	259254.965	5932879.263	450	450			150	199.055		199.700	0.65	REFER ID# STD DRG 455
20	EXISTING PIT	259294.643	5932893.648	0	0	375	196.420	375			197.800	1.38	
21	EXISTING GEP	259258.971	5932914.756	600	900	150	197.331	375			198.579	1.21	CONNECT TO EXISTING PIT
22	SEP	259265.120	5932925.143	600	900	375	197.331	375	197.310				
23	SEP	259233.613	5932946.196	600	900	300	198.094	375	198.074		199.411	1.34	REFER ID# STD DRG 430
24	SEP	259199.965	5932847.504	600	900	300	201.577	300	201.557		202.998	1.44	REFER ID# STD DRG 430
25	SEP	259192.976	5932913.549	600	900			300	201.955		203.084	1.33	REFER ID# STD DRG 430
26	SEP	259225.855	5932941.813	600	900			300	198.434		199.633	1.20	REFER ID# STD DRG 430

NOTES:
1. PITS SET OUT COORDINATES ARE TO PIT CENTRE
2. PIT FS LEVEL IS TO PIT COVER LEVEL

DRAINAGE NOTES

- ALL DRAINAGE PIPES & PITS ARE TO BE 1.5m DEEP SET TO PROPERTY BOUNDARIES UNLESS SHOWN OTHERWISE
- THE CONTRACTOR MUST CONTACT SERVISING AUTHORITIES TO ARRANGE SPECIAL LOCATIONS PRIOR TO COMPLETION OF DRAINAGE FOR THIS PROJECT
- PITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARDS OF THE MUNICIPALITY. STEEL GRATES ARE TO BE HOT DIP GALVANISED AFTER MANUFACTURE. THE TOP OF ALL GRATES MUST BE 10mm± ABOVE FINISHED GRADE. THE GRATES MUST BE 10mm± ABOVE PROPERTY DRAINAGE CONNECTIONS ARE TO BE PROVIDED AS NECESSARY.
- ALL SIDE ENTRY PITS IN ROLL OVER KERB & CHANNEL ARE TO BE CONSTRUCTED WITH 300MM± REINFORCED ROLL OVER PROFILE PIT LID STANDARD SQUARE PROFILE PIT LIDS WITHOUT LINTEL ARE NOT ACCEPTABLE
- TRENCHES WITHIN PAVEMENT OR FOOTPATH AREAS ARE TO BE BACKFILLED WITH 3% CEMENT STABILISED CLASS 1 FCR. THE TRENCH IS TO BE BACKFILLED IN 300MM LAYERS AND CONSOLIDATED
- ALL PIPE STUDS ARE TO CONSIST OF ONE FULL PIPE LENGTH UNLESS SHOWN OTHERWISE
- FINISHED LEVELS FOR SIDE ENTRY PITS MUST BE DETERMINED FROM KERB LEVELS AND SHOULD BE SLOPED TO SUIT NATURE STRIPS ETC. THE LEVELS INDICATED IN THE PIT SCHEDULE ARE NOT KERB LEVELS.
- STEP IRONS ARE NOT REQUIRED IN DRAINAGE PITS.
- CONCRETE PIPES ARE TO BE CLASS 2 F RCP AND PVC PIPES ARE TO BE CLASS S8 UNLESS OTHERWISE NOTED.
- ALL EXCAVATIONS FOR DRAINAGE WORKS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE REQUIREMENTS OF THE VICTORIAN WORK COVER AUTHORITY.
- REINFORCEMENT BARS SHALL COMPLY WITH AS3602/1991 GRADE 400Y. LAPS IN REINFORCEMENT BARS SHALL BE 300 MM AND CLEAR COVER 50 MM.
- CONCRETE SHALL BE NORMAL CLASS 8/2 STANDARD STRENGTH GRADE OR HIGHER. COMPLYING WITH THE REQUIREMENTS OF AS3979.
- ENDWALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF AS3640.
- DIRECT CONNECTION OF PVC HOUSE DRAIN TO REP DRAINAGE TO BE CONSTRUCTED WITH "CONCONNECT" OR APPROVED EQUIVALENT FITTING. 150mm± PVC PIPES ARE NOT TO BE DIRECTLY CONNECTED TO EXISTING 150mm± PVC PIPES. THE CONNECTION MUST BE CARRIED OUT UNDER FURTHER SUPERVISION OF THE LOT CONCERNED IS NOT PRACTICAL. A 100mm± HOUSE CONNECTION PIPE MAY BE USED.
- WHERE PVC HOUSE CONNECTIONS ARE MADE DIRECTLY TO PIPES, THE HOUSE CONNECTIONS MUST BE PRESSED TO SURFACE LEVEL WITHIN THE PROPERTY AND CAPPED AS PER 80581.
- COMPACTION REQUIREMENTS - ANY BACKFILL WITHIN 1m OF A COUNCIL ROAD OR PAVEMENT ARE TO BE COMPACTED TO 95% STANDARD. ALL OTHER FILL MATERIAL CAN BE USED PROVIDED COMPACTION TESTS ARE CARRIED OUT TO ENSURE 95% COMPACTION IS ACHIEVED. TESTS TO BE CARRIED OUT AT A MINIMUM OF 175cm MIN OF TRENCH.

Rev	Amendments	App'd	Date
0	ISSUED FOR CONSTRUCTION	JF	13/05/16
B	UPDATED AS PER COUNCIL COMMENTS	JF	30/07/16
A	ISSUED FOR APPROVAL	BI	18/11/15

Map Reference: VICROADS 604 B9

Sheet Number: 22

Map Reference: VICROADS 604 B9

Scale: 1:500, 1:1000, 1:1500, 1:2000

Horizontal: 1:500, 1:1000, 1:1500, 1:2000

Vertical: 1:500, 1:1000, 1:1500, 1:2000

Map Reference: VICROADS 604 B9

Sheet Number: 22

Map Reference: VICROADS 604 B9

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Sheet Number: 22

Map Reference: VICROADS 604 B9

Map Reference: VICROADS 604 B9

Sheet Number: 22

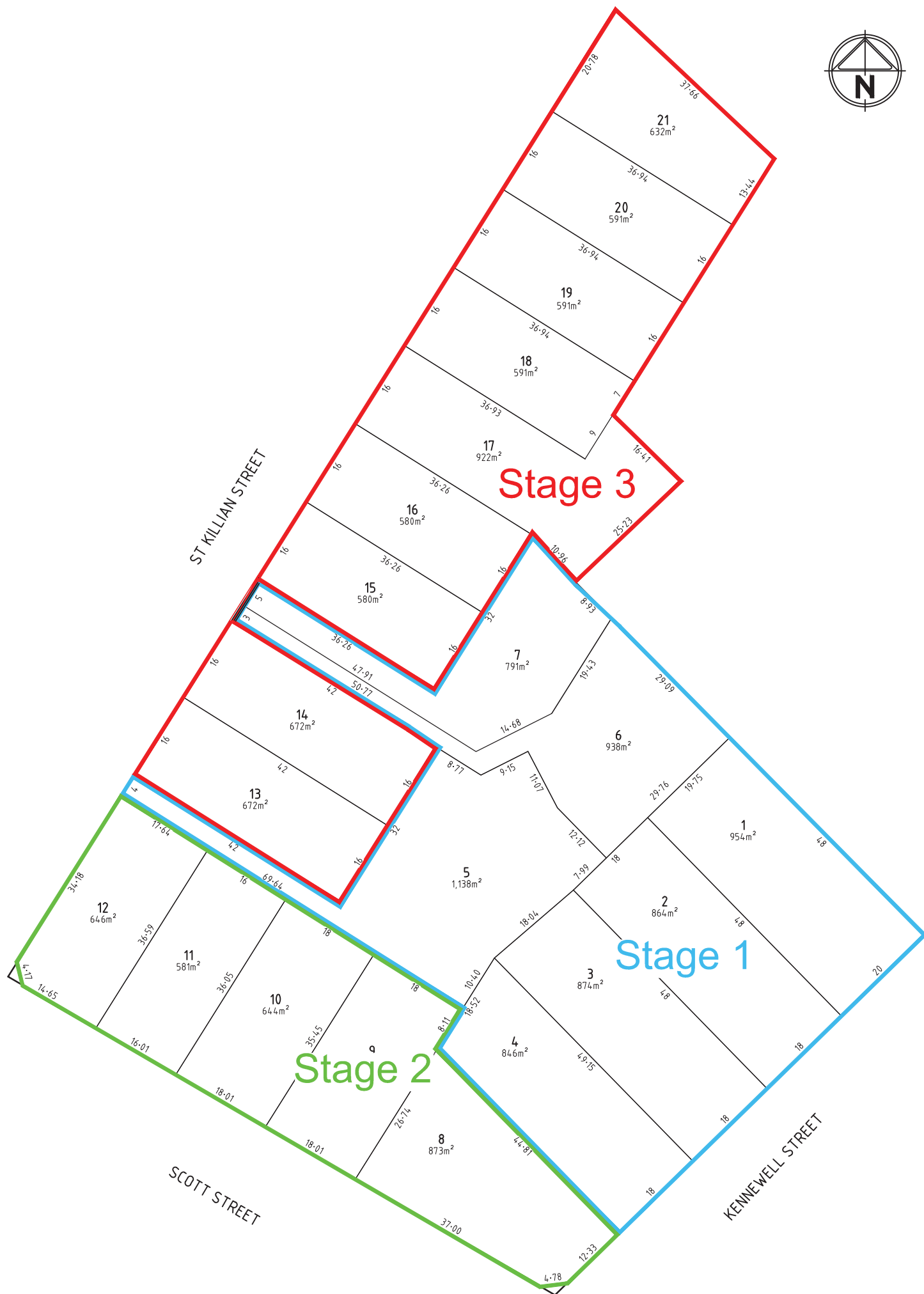
Map Reference: VICROADS 604 B9

Map Reference: VICROADS 604 B9

Sheet Number: 22

Map Reference: VICROADS 604 B9





PLANNING PERMIT

Permit No. **AM/111/2015/C**
Planning Scheme: **Greater Bendigo Planning Scheme**
Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **73-77 Kennewell Street and 171 St Killian Street, WHITE HILLS
Lot 4 PS 737185A, Lots 1-7, B & Part Lot A PS 737185A, Part
Lot A PS 737185A, Lot B PS 737185A, Lot 3 PS 737185A, Lot 2
PS 737185A, Lots 1, 3, 4, 6 & 7 PS 737185A, Lot 5 PS 737185A,
Lot A PS 737185A, Lot 6 PS 737185A, Lot 7 PS 737185A**

THE PERMIT ALLOWS: **Staged subdivision of land into 21 lots and removal of native
vegetation and Construction of a dwelling on Lots 1 - 2 and 6 -
7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. AMENDED PLANS

Before the plan of subdivision is certified amended plans to the satisfaction of the responsible authority 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 generally in accordance with the plans submitted with the application but modified to show:

(a) The plan of subdivision must show the following:

- A single 5m wide crossover serving lots 6 and 7
- Lot sizes and driveways to lots 6 and 7 to be amended to have one driveway no greater than 3m in width and a second driveway not greater than 5m in width.
- Crossover locations and driveways for lots 1-4 inclusive, lot 12 and lot 17.
- Crossover to lot 4 should of the minimum width possible and/or have an engineering solution so as not to impact on the existing street tree.
- Driveways to lots 1 and 3 must be no greater than 3m wide.

(b) Landscaping plan to accord with condition 6.

(c) Building envelopes in accordance with condition 12.

(d) Staging plan to accord with condition 3.

2. LAYOUT PLANS

The subdivision, as shown on the endorsed plans, must not be altered without the prior written consent of the responsible authority.

Signature for the
Responsible Authority



Date Issued: 11 November 2015

PLANNING PERMIT

Permit No. **AM/111/2015/C**
Planning Scheme: **Greater Bendigo Planning Scheme**
Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **73-77 Kennewell Street and 171 St Killian Street, WHITE HILLS
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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

3. STAGED SUBDIVISION

Any staging of the subdivision must be in accordance with an approved staging plan. A staging plan must show the following:

- (a) Details of the proposed staging; and
- (b) A requirement that the endorsed plans for that stage must show compliance with the conditions of the permit as appropriate to that stage.

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. PUBLIC OPEN SPACE CONTRIBUTION

Before the statement of compliance is issued the applicant or owner must pay to the responsible authority a sum equivalent to 5% of the site value of all the land in the subdivision.

5. VEHICLE CROSSOVERS AND DRIVEWAYS

Before the statement of compliance is issued for each stage of the subdivision, the vehicle crossovers and driveways approved under condition 1(a) must be constructed to the satisfaction of the responsible authority. The crossovers to lots 5,6 and 7 may be constructed in gravel in stage 1 of the subdivision on the condition that they are constructed and sealed prior to the statement of compliance of stage 3.

Signature for the
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THE PERMIT ALLOWS: **Staged subdivision of land into 21 lots and removal of native vegetation and Construction of a dwelling on Lots 1 - 2 and 6 - 7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

6. LANDSCAPE PLAN

Before a plan of subdivision is certified for each stage of the subdivision a landscape plan for the relevant stage must be submitted to the satisfaction of the responsible authority.: When approved, the plan will be endorsed and then form part of the permit. The plan must be generally in accordance with the landscaping masterplan drawn by Brendan Bartlett dated 1 July 2015 but modified to show:

- (a) Consistency with the subdivision plan in terms of crossovers and accessways
- (b) One metre landscaping strips to either side of the driveway to lot 7 and to one side of lot 5. The landscaping strips are to contain appropriate canopy tree species a maximum of 1.8m apart.
- (c) Fencing details as required in condition 9.
- (d) Revegetation of the section of the current gravel road no longer required.
- (e) Removal of the existing pine tree adjacent to lot 12 and other dead and diseased trees in the nature strip in consultation with the City's Park and Reserves Team.
- (f) A survey of all existing vegetation to be retained and/or removed.
- (g) Landscape notes included on the Landscape Plan in relation to soil preparation, irrigation of planting beds and the provision of an appropriate number of water tanks to support the sustainable maintenance of the landscaping.
- (h) The botanical name, common name, quantity, average size at maturity and intended pot size for each plant species in the Plant Schedule of the Landscape Plan.
- (i) A note on the Landscape Plan specifying that all planted areas will to be mulched to a minimum 75 mm thickness using an appropriate timber species.
- (j) A 24 month maintenance plan with notes on appropriate weed control, irrigation, mulch replenishment, dead plant replacement and pruning is included on the Landscape Plan to ensure the successful establishment, and on-going health, of new planting.
- (k) Edging around all garden beds utilising products which can include treated pine, recycled plastic, moulded concrete, brick edging or stone.

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7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

7. COMPLETION OF LANDSCAPING

Before a statement of compliance is issued for each stage of the subdivision the landscaping works shown on the endorsed must be carried out and completed for that stage to the satisfaction of the responsible authority.

8. LANDSCAPING MAINTENANCE

The landscaping works shown on the endorsed plans must be maintained to the satisfaction of the responsible authority for 24 months after the works are completed, including that any dead, diseased or damaged plants are to be replaced.

9. FENCING REQUIREMENTS

Before a statement of compliance is issued for each stage of the subdivision the fencing must be constructed and/or covenants be registered on title to achieve the following:

- (a) On lots 13, 14 and 15 where the side boundary adjoins a driveway no side fencing shall be being constructed within 5 metres St. Killian Street.
- (b) The dividing fence between the driveways serving lots 6 and 7 must be a permeable wire style fence for a minimum of 30 metres from the lot frontage.
- (c) All other side fencing must be designed to provide a sight line for pedestrian safety at the driveway exit.

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THE PERMIT ALLOWS: **Staged subdivision of land into 21 lots and removal of native vegetation and Construction of a dwelling on Lots 1 - 2 and 6 - 7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

10. TREE PROTECTION MEASURES

Prior to commencement of development the following tree protection measures must be undertaken to the satisfaction of the responsible authority.

- (a) All trees to be retained on site must be provided with protection; as per AS4970-2009 Protection of trees on development sites. Evidence of the protection measures must be provided to the responsible authority prior to commencement of work.
- (b) Prior to commencement of works un-invasive root investigation must be undertaken to show the proposed works will not impact the health of the existing large tree in the road reserve adjacent to lot 17. Modified kerb and channeling may be required.
- (c) All services to be located in the road reserve adjacent to existing trees are to be located via directional boring.
- (d) A report from an arborist must be provided that demonstrates that the street tree towards the northern end of lot 12 can be retained whilst allowing for the construction of a footpath. If this cannot be demonstrated a realignment of lot 12 and the footpath will be required.
- (e) A report from an arborist must be provided that demonstrates that the crossover and driveway to lot 4 can be constructed without impacting on the existing street tree or an alternative engineering solution.

11. NATIVE VEGETATION REMOVAL

In order to offset the removal of native vegetation approved as part of this permit, the applicant must provide native vegetation offsets that meet the following requirements, and is in accordance with the Permitted clearing of native vegetation – Biodiversity assessment guidelines and the Native vegetation gain scoring manual:

The offset for the vegetation removed on-site must:

- Contribute gain of 0.062 general biodiversity equivalence units

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- Be located within the North Central Catchment Management Authority boundary or Greater Bendigo municipal district
- Have a strategic biodiversity score of at least 0.470.

The offset for the vegetation removed in the road reserve must:

- Contribute gain of 0.011 general biodiversity equivalence units
- Be located within the North Central Catchment Management Authority boundary or Greater Bendigo municipal district
- Have a strategic biodiversity score of at least 0.404.

Offset Evidence

Before any native vegetation is removed, evidence that an offset has been secured must be provided to the satisfaction of the responsible authority. This offset must meet the offset requirements set out in this permit and be in accordance with the requirements of the Permitted clearing of native vegetation – Biodiversity assessment guidelines and the Native vegetation gain scoring manual. Offset evidence can be either:

- (a) A credit register extract from the Native Vegetation Credit Register; or
- (b) A security agreement, to the required standard, for the offset site or sites, including a 10-year offset management plan to the satisfaction of the Department of Environment, Land, Water and Planning and approved by the responsible authority. Every year, for ten years, after the responsible authority has approved the offset management plan, the applicant must provide notification of the management actions undertaken towards implementing the offset management plan, to the department. An offset site condition statement, including photographs must be included in this notification.

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

12. BUILDING ENVELOPES

The plan of subdivision must include a building envelope restriction on lots 1-4 inclusive and lot 8 in accordance with the endorsed plan. The restriction must document that no building is to be constructed and no vegetation is to be removed outside the building envelope as shown on the endorsed plan without the written consent of the responsible authority.

13. DETAILED DRAINAGE

Prior to the certification of the plan of subdivision under the Subdivision Act 1988, plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then will form part of the permit. The plans must be drawn to scale with dimensions. The plans must include:

- (a) Direction of stormwater run off.
- (b) A point of discharge for each lot.
- (c) Independent drainage for each lot.

14. DRAINAGE EASEMENTS

The subdivision must provide easements for drainage within and through the subject land for external outfall drainage to a point of lawful discharge to the satisfaction of the responsible authority.

15. STORMWATER DETENTION

Prior to the issue of a statement of compliance, the owner or applicant must provide onsite surface and stormwater detention to pre-development levels in accordance with plans and specifications to the satisfaction of the responsible authority.

**Signature for the
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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

16. STORMWATER QUALITY

Before the use or development is commenced, the owner or applicant must provide a stormwater treatment system to achieve the Best Practice Environmental Guidelines storm water quality (Victoria Stormwater Committee 1999) in accordance with plans and specifications to the satisfaction of the responsible authority.

17. DRAINAGE WORKS

Prior to the issue of the statement of compliance for the subdivision, drainage works must be constructed in accordance with plans approved by the responsible authority.

18. CONSTRUCTION OF WORKS

Road works, drainage and other civil works must be constructed in accordance with the Infrastructure Design Manual and plans and specifications approved by the responsible authority and must include:

Scott Street

- (a) kerb and channel and associated pavement widening
- (b) paved footpath
- (c) underground drainage;
- (d) underground conduits for water, gas, electricity and telephone;
- (e) appropriate intersection and traffication measures;
- (f) appropriate street lighting and signage;

St Killian Street

- (a) kerb and channel and associated pavement widening
- (b) full road construction where the pavement is not sealed on the development frontage
- (c) paved footpath
- (d) underground drainage;

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (e) underground conduits for water, gas, electricity and telephone;
- (f) appropriate intersection and traffication measures.

19. STREET LIGHTING

Standard Powercor poles are to be used where required.

20. PUBLIC ASSETS

Before the development starts, the owner or developer must submit to the responsible authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of kerb and channel, footpath, seal, street lights, signs and other public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to any public infrastructure caused as a result of the development or use permitted by this permit.

21. CONSTRUCTION MANAGEMENT PLAN

Prior to commencement of works the owner or applicant must submit a Construction Management Plan (CMP) for approval by the responsible authority. This plan shall include, but not be limited to:

- (a) A site specific plan showing proposed erosion and sedimentation control works.
- (b) Techniques and intervention levels to prevent a dust nuisance.
- (c) Techniques to prevent mud and dirt being transported from the site to adjacent streets.
- (d) The protection measures taken to preserve any vegetation identified for retention. During construction of works associated with the subdivision, the must employ and provide the protection methods contained in the CMP to the satisfaction of the responsible authority and the Environment Protection Agency.

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

22. CONSENT FOR WORK ON ROAD RESERVES

The applicant must comply with:

- (a) The Road Management Act 2004.
- (b) Road Management (Works and Infrastructure) Regulations 2005.
- (c) Road Management (General) Regulations 2005.

with respect to any requirements to notify the Coordinating Authority and/or seek consent from the Coordinating Authority to undertake "works" (as defined in the Act) in, over or under the road reserve. The responsible authority in the inclusion of this condition on this planning permit is not deemed to have been notified of, or to have given consent to undertake any works within the road reserve as proposed in this permit.

23. EASEMENTS

All existing and proposed easements and sites for existing and required utility services and roads must be set aside in favour of the relevant authority for which the easement or site is to be created on the plan of subdivision submitted for certification under the Subdivision Act 1988.

24. COLIBAN WATER

- (a) The owner is required to provide reticulated water and sewerage services to each of the lots within the subdivision, and comply with any requirements arising from any effect of the proposed development on Coliban Water assets. Services are to be provided in accordance with our specifications.
- (b) All Coliban Water assets within the subdivision, both existing and proposed, are to be protected by an easement in favour of Coliban Region Water Corporation.
- (c) Coliban Water will not grant its consent to reduce the size of the existing registered easement which protects our existing trunk sewer mains which currently traverse Lot 1 PS 335288F of this development site.
- (d) Consent will not be granted by Coliban Water for any structures to be constructed

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- over Coliban Water easements within this development site.
- (e) Statement described under clause 56.07-3. Wastewater management objective "It is proposed to direct water into the existing open drain near the site and contribution made to the responsible Authority for larger scale water treatment measures is unacceptable from Coliban Water's perspective.
 - (f) Evidence is required to verify that the existing property service drain has been amended and is contained within the boundary of the proposed lot being created to retain the existing residence. An amendment will be required to achieve this. Coliban Water will require a copy of the plumber's compliance certificate and a copy of a detailed as constructed plan.
 - (g) Evidence is required to verify that the existing water meter and service pipes are contained within the lot boundaries of the proposed lot being created to retain the existing residence. An amendment will be required to achieve this. Coliban Water will require a copy of the plumber's compliance certificate and a copy of a detailed as constructed plan.
 - (h) All private works required to satisfy the above-mentioned conditions applicable to private works must be constructed per AS 3500 National Plumbing and Drainage Code of Australia and any specific conditions of Coliban Water.

25. POWERCOR

- (a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with section 8 of that Act.
- (b) The applicant shall: Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

informed.

- (c) The applicant shall: Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. The applicant shall arrange compliance through a Registered Electrical Contractor.
- (d) The applicant shall: Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements, and/or leases, satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.
- (e) The applicant shall: Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to section 88 of the Electricity Industry Act 2000.
- (f) The applicant shall: Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- (g) The applicant shall: Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- (h) The applicant shall: Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- (i) The applicant shall: Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

26. COUNTRY FIRE AUTHORITY

Mandatory Condition

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Greater Bendigo Planning Scheme.
- Incorporate the plan prepared in accordance with Clause 52.47-2.4 of this planning scheme and approved under this permit.
- State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.

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

Matters to be set out in Section 173 Agreement

In addition to the requirements of Clause 44.06-3 of the Greater Bendigo City Planning Scheme the Section 173 Agreement prepared in accordance with that clause must also specify:

- Explicitly exclude Lot 5 from the following exemption under Clause 44.06-1 of the Greater Bendigo City Planning Scheme:
 - A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-3.

Bushfire Management Plan – Lots 10-21

The Bushfire Management Plan (Drawing No: 302102-BMS-V2, dated 8/1/2018) must be endorsed to form part of the permit, be included as an annexure to the Section 173 agreement and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority.

Construction Standards – Lots 1-2 and Lots 6-7

The dwellings on Lots 1-2 and Lots 6-7 must be constructed in accordance with the

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THE PERMIT ALLOWS: **Staged subdivision of land into 21 lots and removal of native vegetation and Construction of a dwelling on Lots 1 - 2 and 6 - 7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

conditions contained in the Bushfire Management Plan (Drawing No: 300228-BMP-V3 dated 28/11/2018).

27. TELECOMMUNICATIONS

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

- 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.
- 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:
 - 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.
 - A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

28. AUSNET SERVICES (GAS)

The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with section 8 of the Subdivision Act 1988.

Signature for the
Responsible Authority



Date Issued: 11 November 2015

PLANNING PERMIT

Permit No. **AM/111/2015/C**
Planning Scheme: **Greater Bendigo Planning Scheme**
Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **73-77 Kennewell Street and 171 St Killian Street, WHITE HILLS Lot 4 PS 737185A, Lots 1-7, B & Part Lot A PS 737185A, Part Lot A PS 737185A, Lot B PS 737185A, Lot 3 PS 737185A, Lot 2 PS 737185A, Lots 1, 3, 4, 6 & 7 PS 737185A, Lot 5 PS 737185A, Lot A PS 737185A, Lot 6 PS 737185A, Lot 7 PS 737185A**

THE PERMIT ALLOWS: **Staged subdivision of land into 21 lots and removal of native vegetation and Construction of a dwelling on Lots 1 - 2 and 6 - 7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

29. SECTION 173 AGREEMENT

Prior to the issue of a Statement of Compliance for the stage of the subdivision comprising the lots fronting St. Killian Street, the applicant/owner of the land must enter into a Section 173 Agreement under the Planning and Environment Act 1987.

This Agreement must covenant that all prospective purchasers of the proposed lots fronting St. Killian Street are made aware of the fact that there is an existing commercial nursery at 178 - 184 St. Killian Street, which has an existing use right to continue its operations into the future.

The Agreement must be executed on title prior to the issue of a Statement of Compliance under the Subdivision Act 1988. The applicant must meet all costs associated with drafting and execution of the Agreement, including those incurred by the responsible authority.

30. EXPIRY OF THE PERMIT

- (a) The plan of subdivision is not certified within two years from the date of this permit; or
- (b) The subdivision is not completed within five years from the date of certification of the plan of subdivision.

The responsible authority may extend the time for certification of the plan if a request is made in writing before the permit expires or within six months afterwards.

Signature for the
Responsible Authority



Date Issued: 11 November 2015

PLANNING PERMIT

Permit No. **AM/111/2015/C**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **73-77 Kennewell Street and 171 St Killian Street, WHITE HILLS Lot 4 PS 737185A, Lots 1-7, B & Part Lot A PS 737185A, Part Lot A PS 737185A, Lot B PS 737185A, Lot 3 PS 737185A, Lot 2 PS 737185A, Lots 1, 3, 4, 6 & 7 PS 737185A, Lot 5 PS 737185A, Lot A PS 737185A, Lot 6 PS 737185A, Lot 7 PS 737185A**

THE PERMIT ALLOWS: **Staged subdivision of land into 21 lots and removal of native vegetation and Construction of a dwelling on Lots 1 - 2 and 6 - 7 to address Bushfire Management Overlay requirements.**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

NOTE:

COUNTRY FIRE AUTHORITY

CFA is satisfied that Section 173 Agreements are not required for Lots 1-2 and Lots 6-7 and that the mandatory conditions for dwellings only apply to these Lots.

This permit has been amended as follows:

Date of Amendment	Brief Description of Amendment	Responsible authority that approved the amendment
12 February 2016	The permit conditions were amended to reflect an amended staging plan and lot numbers approved on this date.	City of Greater Bendigo
7/3/2018	Preamble corrected to include the construction of a dwelling on Lots 1-2 and 6-7 in accordance with new Bushfire Management Overlay requirements	City of Greater Bendigo

**Signature for the
Responsible Authority**



Date Issued: 11 November 2015

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

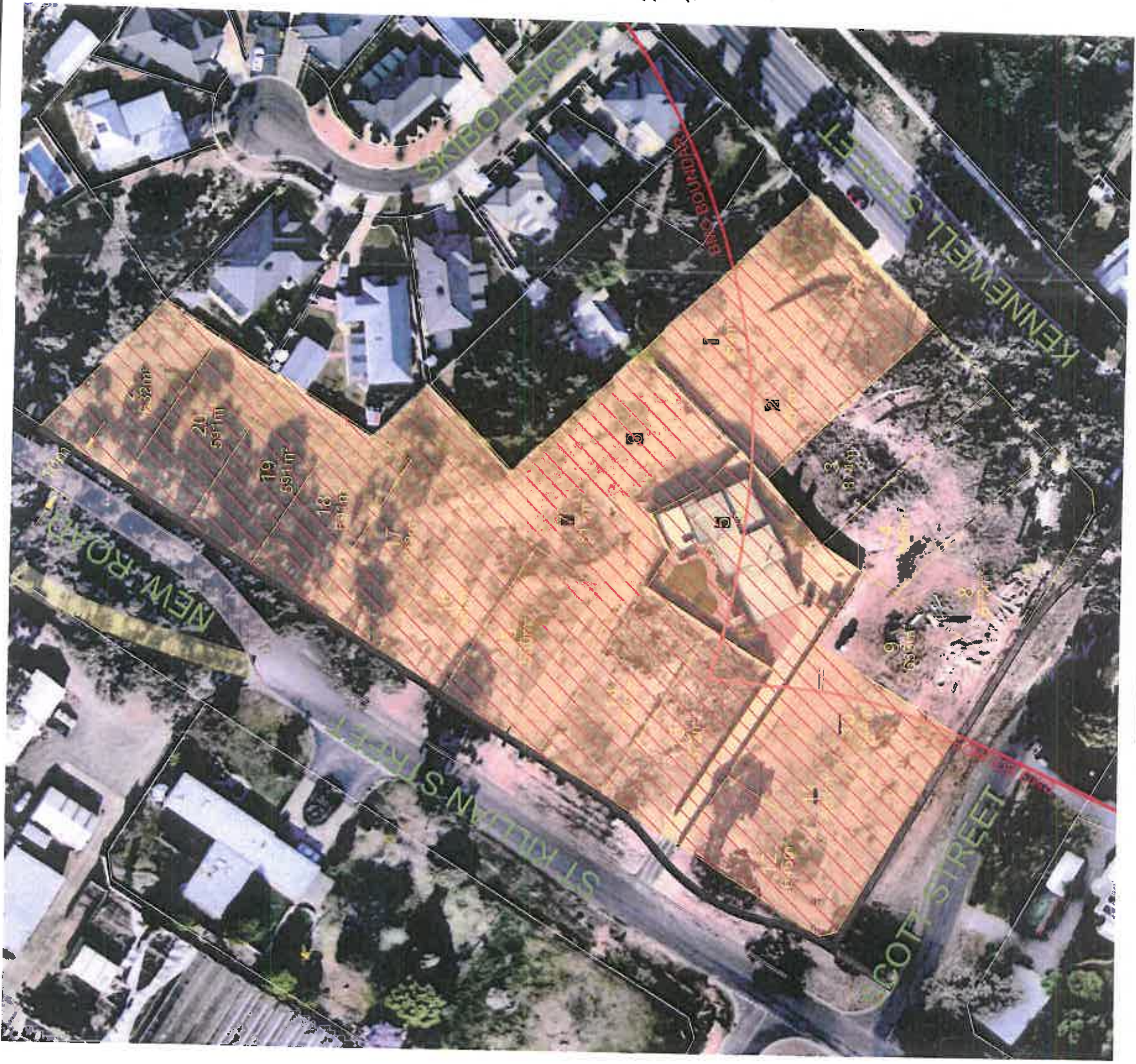
- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

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 five 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 the land expires if –
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of 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 the 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 & Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil & Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil & Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil & Administrative Tribunal.



GENERAL

1. All dimensions shown are in metres.
- DEFENDABLE SPACE - LOTS 10-21 (inclusive)**
2. Grass must be short cropped and maintained during the declared fire danger period.
 3. All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
 4. Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
 5. Plants greater than 10 centimetres in height must not be placed within 3m of a window or other glass feature of the building.
 6. Shrubs must not be located under the canopy of trees.
 7. Individual and clumps of shrubs must not exceed 5sq metres in area and must be separated by at least 5 metres.
 8. Trees must not overhang or touch any elements of the building.
 9. The canopy of trees must be separated by at least 5 metres.
 10. There must be a clearance of at least 2 metres between the lowest tree branches and ground level.
- DEFENDABLE SPACE - LOTS 1-2 & 5-7 (inclusive)**
10. As above.
 11. The canopy of trees must be separated by at least 2 metres.

BUILDING CONSTRUCTION

12. Buildings will be designed and constructed to the minimum Bushfire Attack Level designated for the site in accordance with AS3959-2009.

WATER SUPPLY

13. Each dwelling must have 5,000 litres of effective water supply that is maintained and used solely for fire fighting purposes which will meet the following requirements:
 - Stored in an above ground water tank constructed of concrete or metal.
 - Have all fixed above ground water pipes and fittings required for fire fighting purposes made of corrosive resistant metal.
 - Include a separate outlet for occupant use.
 - The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for fire fighting water supplies.

ACCESS

14. Driveways that are less than 30 metres in length (measured from the public road to either the building or the water supply outlet, whichever is longer) there are no design and construction requirements.
15. Driveways that are more than 30 metres in length (measured from the public road to either the building or the water supply outlet, whichever is longer) must be designed and constructed to the following standards:
 - All weather construction.
 - A load limit of at least 15 tonnes.
 - Provide a minimum trafficable width of 3.5 metres.
 - Be clear of encroachments for at least 0.5 metres on each side and at least 4 metres vertically.
 - Curves must have a minimum inner radius of 10 metres.
 - The average grade must be no more than 1 in 7 with a minimum grade no more than 1 in 5 for no more than 50 metres.
 - Dips must have no more than a 1 in 8 entry and exit angle.

BAL12.5



BUILDING ENVELOPE



**PLANNING AND ENVIRONMENT ACT
GREATER BENDIGO PLANNING SCHEME
PLAN REFERRED TO IN PLANNING PERMIT**

No: *Amend 11/12/15/c*

For and on behalf of the City of Greater Bendigo
Date: *5/13/2017*

Bushfire Management Plan

'The Perch Estate'

St Kilian / Scott / Kennewell Streets, White Hills

Co-ordinate Datum	Scale A3	10	0	10	20	30
MGA55	1:1000	Lengths are in metres				

Date	08/01/2017	Sheet	1 of 1
Drawing No.	302102-BMS-V2	Version	1
CAD Ref.	G:\30\302102\BUSHFIRE	Checked By	
Drawn By	SP	APPROVED	DATE
REV	AMENDMENT		

spire

16 Bridge Street
PO Box 1064
Bendigo Vic 3550
T 61 3 5448 2500
spire.com.au

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

512751

APPLICANT'S NAME & ADDRESS

BECK LEGAL C/- INFOTRACK (INFINITYLAW) C/- LANDATA
MELBOURNE

VENDOR

JLEJ INVESTMENTS PTY LTD

PURCHASER

N/A, N/A

REFERENCE

355372

This certificate is issued for:

LOT B PLAN PS737185 ALSO KNOWN AS 69 KENNEWELL STREET WHITE HILLS
GREATER BENDIGO CITY

The land is covered by the:

GREATER BENDIGO PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/greaterbendigo>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

30 April 2018

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

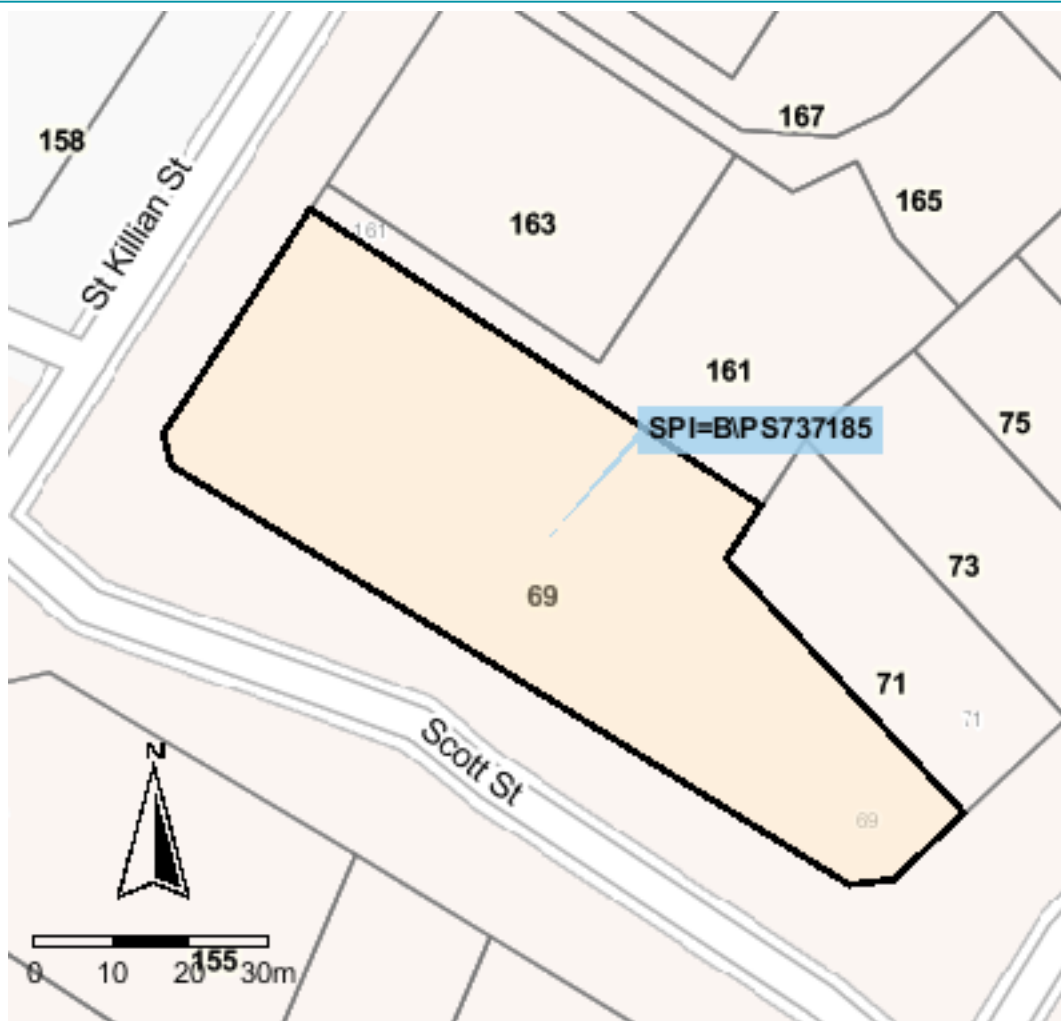
LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Property Report from www.land.vic.gov.au on 30 April 2018 03:41 PM

Lot and Plan Number: Lot B PS737185

Address: 69 KENNEWELL STREET WHITE HILLS 3550

Standard Parcel Identifier (SPI): B\PS737185

Local Government (Council): GREATER BENDIGO **Council Property Number:** 244758

Directory Reference: VicRoads 604 B9

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: BENDIGO EAST

Utilities

Regional Urban Water Business: Coliban Region Water

Rural Water Business: Goulburn-Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)

Planning Overlay: BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)

Planning scheme data last updated on 24 April 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

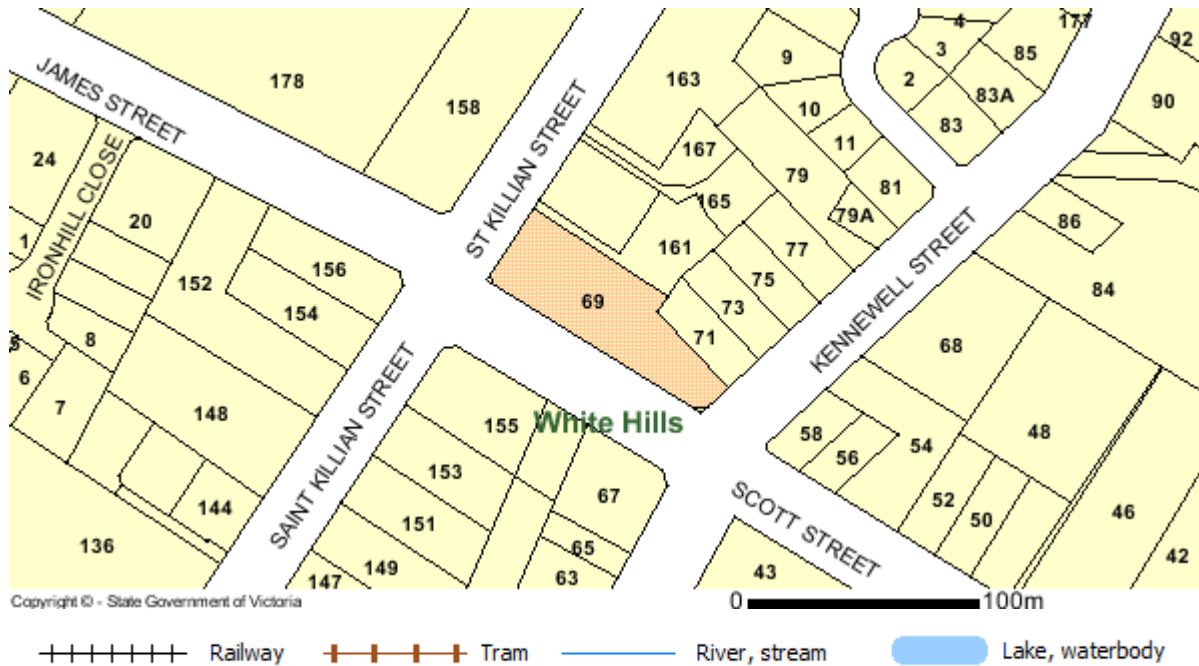
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



BUILDING PARTICULARS

Pursuant to the Building Interim Regulations 2017 Regulation 326(1)

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property No. 244758

Applicant Reference: 26719462-014-2:31056

Property Details:	69 Kennewell Street, WHITE HILLS 3550 Lot B PS 737185A
-------------------	---

(a) Details of any permit or certificate of final inspection issued in the preceding 10 years:

Council has no record of any building approvals being issued on this property in the past 10 years.

(b) Details of any current statement issued under regulation 502 or 503 of these regulations:

Council has no record of any current statement on this property.

(c) Details of any current notice or order issued by the relevant building surveyor under the Act:

Council has no record of any current notice or order issued for this property.



**Hans Tracksdorf
Municipal Building Surveyor**

Date of issue: 6 November 2017

NOTE: This information is provided by Council in a bona fide attempt to meet the request but Council will accept no liability for error or omission in the statement.



REQUEST FOR PROPERTY INFORMATION
Pursuant to the Building Interim Regulations 2017
Regulation 326(2)

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property No. 244758

Applicant Reference: 26719462-015-9:31057

Property Details: **69 Kennewell Street, WHITE HILLS 3550**
Lot B PS 737185A

In accordance with Regulation 326(2) of the Building Regulations 2006, is the property in an area which is:

- | | | |
|-----|--|-----|
| (a) | Liable to flooding within the meaning of Regulation 802 | No |
| (b) | Designated under regulation 803 as an area in which buildings are likely to be subject to attack by termites | Yes |
| (d) | An area determined under Regulation 805 to be likely to be subject to significant snowfalls | No |
| (e) | Designated land or works within the meaning of Regulation 806 | No |

Hans Tracksdorf
Municipal Building Surveyor

Date of issue: 6 November 2017

Fee \$52.15

NOTE: This information is provided by Council in a bona fide attempt to meet the request but Council will accept no liability for error or omission in the statement.

CITY OF GREATER BENDIGO

Land Information Certificate

195-229 Lyttleton Terrace
PO Box 733
BENDIGO 3552

Telephone: 03 5434 6000
Facsimile: 03 5434 6200

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Your Reference: 26719462-013-5:31055

This Certificate is issued under Section 229 of the Local Government Act 1989. The Rates & Charges for the year ending 30 June 2018 became payable on 1 July 2017. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS: 69 Kennewell Street, WHITE HILLS 3550
PARCEL DETAILS: Lot B PS 737185A

ASSESSMENT NUMBER 202689 6

Site Value	\$233,000	Level of Valuation Date	01-Jan-2016
Capital Improved Value	\$233,000	Valuation Operative Date	30-Jun-2017
Net Annual Value	\$11,650	Basis of Rate Calculation	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	\$1,200.80
Fire Services Property Levy	\$135.40
	\$
TOTAL LEVIED	\$1,336.20
Arrears Outstanding	\$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	\$0.00
TOTAL OUTSTANDING	\$1,336.20

Other Property Debt -	\$0.00
-----------------------	---------------

Total Outstanding For Property \$1,336.20

Note: In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges MUST be paid by the Purchaser when that person becomes the owner of the land.

Refer to the back of this Certificate for Prescribed, General and Other Information.
96352

8 November 2017



LEESA MEIN
SENIOR COORDINATOR RATES & VALUATIONS



Biller Code: 1933
Ref: 2026896

PRESCRIBED INFORMATION

This Certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

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

GENERAL INFORMATION

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 227 of the Local Government Act 1989.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, P O Box 733, Bendigo 3552, Telephone 03 54346000.

There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Act.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the **Fire Services Property Levy Act 2012**.

OTHER INFORMATION

Payment of rates in full is required by 15 February, 2018

If the rates on this property are being paid by instalments, the due dates for the instalments are:

1st instalment, 2 October 2017

2nd instalment, 30 November 2017

3rd instalment, 28 February 2018

4th instalment, 31 May 2018

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

This certificate is valid for 60 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.

After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant. Please also note that updates will not be provided after the 60 day period has passed, a new certificate will be required.



Beck Legal C/- InfoTrack
(Infinitylaw) C/- Landata

Information Statement

Information Statement Issue Date

07 November 2017

Your Reference

26719462-022-7

Settlement Date

31 December 2017

Information Statement Number

149145

Property Number

17-3013-1140-01-1

Amount Due

\$0.00

Service Address: Lot B, 69 Kennewell St, White Hills VIC 3550

Owner(s):

JLEJ Investments Pty Ltd

Titles(s):

Lot B, Plan of Subdivision 737185A, Volume 11871, Folio 133, Parish of Sandhurst

Account Calculation:

Fees and Charges	\$0.00
Scheme Arrears	\$0.00

Total amount in arrears:

\$0.00

Calculated charges from last billing date to **31 December 2017** as detailed on the following page/s.

\$0.00

Amount Due:

\$0.00

In accordance with Section 275 (1) of the *Water Act (1989)*, the person/s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A)

Unless prior consent has been obtained, the *Water Act (1989)* prohibits:

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water

Property Number: 17-3013-1140

Service Address: Lot B, 69 Kennewell St, White Hills VIC 3550

Details for Services provided and their tariffs:

No Services Connected

Encumbrances and other information:

* Vacant Land.

* No Services available on this property

* If you are making a settlement payment via PEXA, please use the biller code 39156 and the full 13 digit property number as detailed on page 1.

* Once settlement is complete please send through your Acquisition for the account to be updated correctly to the new owner.

* Information Statements are valid for a period of 90 days from application date.

* Could the applicant please phone for an update on this certificate prior to settlement.

Comments:

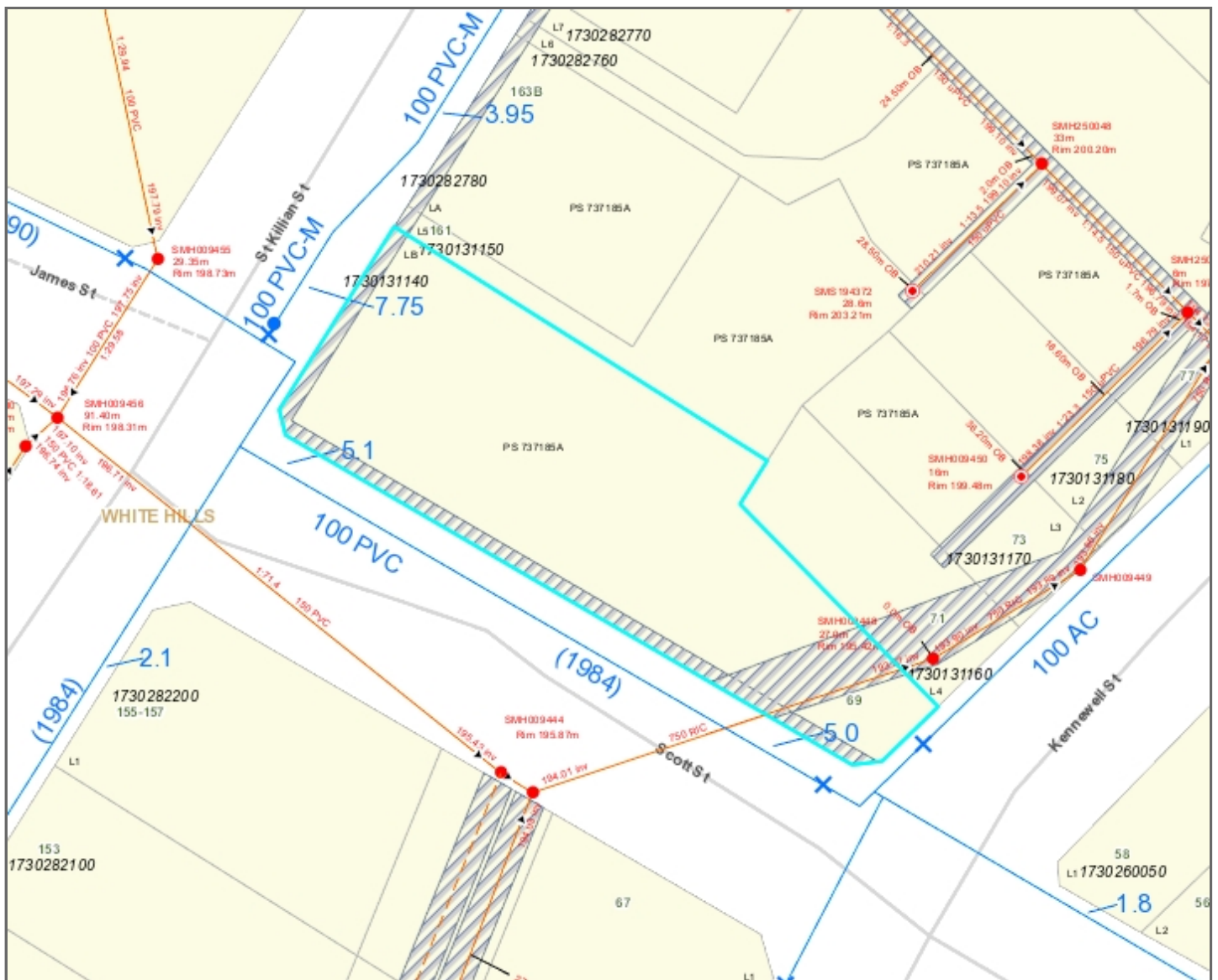
There are no Comments applicable to this property

Revenue Services

37-45 Bridge Street Bendigo 3550
Phone 1300 363 200 Fax (03) 5434 1341

Address: Lot B, 69 Kennewell St, White Hills

Date Created: 07-Nov-2017



Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.



Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / BECK LEGAL

Your Reference: 533635-6

Certificate No: 22828418

Issue Date: 30 APR 2018

Enquiries: ESYSPROD

Land Address: 69 KENNEWELL STREET WHITE HILLS VIC 3550

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43934541	B	737185	11871	133	\$975.67

Vendor: JLEJ INVESTMENTS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
JLEJ INVESTMENTS PTY LTD	2018	\$233,000	\$975.67	\$0.00	\$975.67

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$233,000

SITE VALUE: \$233,000

AMOUNT PAYABLE: \$975.67

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 22828418

Land ID: 43934541

Amount Payable: \$975.67

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

<0000097567<0000097567>022828418000<022828418000>424<424>

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

Certificate No: 22828418

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$233,000

Calculated as \$0 plus (\$233,000 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Beck Legal C/- InfoTrack (InfinityLaw)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 355372

NO PROPOSALS. As at the 6th November 2017, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

69 KENNEWELL STREET, WHITE HILLS 3550
CITY OF GREATER BENDIGO

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 6th November 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 26719462 - 26719462113842 '355372'

Extract of EPA Priority Site Register

Page 1 of 2



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 69 KENNEWELL STREET
SUBURB: WHITE HILLS
MUNICIPALITY: CITY OF GREATER BENDIGO
MAP REFERENCE: Vicroads Eighth Edition, State Directory, Map 44 Reference F5
DATE OF SEARCH: 6th November 2017

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map reference, corresponding to the address given above, has indicated that this site is located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

"CROWN ALLOTMENT 432E, SECTION E PARISH OF SANDHURST, BENDIGO" 0	Former Landfill. Requires assessment and/or clean up. Notice Number: 0090007131
"CROWN ALLOTMENT 432E, SECTION E PARISH OF SANDHURST, BENDIGO" 0	Former Landfill. Requires assessment and/or clean up. Notice Number: 0090007131
(CROWN ALLOTMENT 432E SECTION E) 27 -51 POWELL ST White Hills	Industrial waste has been dumped at the site. Requires assessment and/or clean up. Notice Number: 0090004649
8 - 32 WEEROONA AV BENDIGO	Former chemical storage facility. Requires ongoing management. Notice Number: 0090008074
CROWN ALLOTMENT 432E SECTION E PARISH OF SANDHURST BENDIGO	Former Landfill. Requires assessment and/or clean up. Notice Number: 0090007784

If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

[Extract of Priority Sites Register] # 26720185 - 26720185121520
'26719462-030-2'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

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

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

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

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

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.